

SmartSafe Traveller

(Master Policy No.: STS/01429891/63/03/SL). Policy coverage attaching to and forming part of Policy Activation Form

AXA AFIN ASSURANCE BERHAD agrees to insure the Insured Person(s) against loss covered by this Policy subject to and in accordance with the exclusions, limitations, provisions, terms and conditions described herein.

OPERATION OF INSURANCE

Cover will only be activated:

- when cash or payment authorised by credit card issuer is received by the Company and
- the bottom portion of the Policy Activation Form is received by the Company.

GENERAL DEFINITIONS

For the purpose of this Insurance, the following definitions apply:

- "We/Our/Us/Insurer/Company"** means AXA AFIN ASSURANCE BERHAD.
- "You/Your/Insured Person"** means the Insured Person(s) shown in the Policy Activation Form who is below 80 years of age and who is not:
 - a citizen of Malaysia
 - a Malaysian work permit holder or their dependants
- "Period of Insurance"** means the period commencing from the date stated in the Policy Activation Form and ceases on whichever of the following which occurs first :
 - the expiry date as stated in the Policy Activation Form
 - upon your departure to any place outside MalaysiaThe Period of Insurance shall not exceed 90 consecutive days from the commencement date.
- "Accident"** means an event of violent, accidental, external, and visible nature, which shall independently of any other cause be the sole cause of bodily injury or death.
- "Injury"** means bodily injury sustained by you and is caused solely and directly by an accident (excluding any illness, disease or medical disorder).
- "Illness"** means a physical condition marked by a pathological deviation from the normal healthy state manifesting itself whilst overseas during the currency of this Policy and shall exclude any pre-existing conditions for which you have received medical treatment, diagnosis, consultation or prescribed drugs.
- "Pre-existing conditions"** means any condition for which you have received medical treatment, diagnosis, consultation or prescribed drugs within a six(6) month period preceding the effective date of this Policy or, a condition for which medical advice or treatment was recommended by a registered medical practitioner within a six(6) month period preceding the effective date of the Policy.
- "Medical Practitioner"** means a medical practitioner (other than yourself, a member of your immediate family or relatives) qualified by a medical degree and duly licensed and registered to practice western medicine and who, in rendering treatment, is practising within the scope of his/her licensing and training in the geographical area of practice.

SECTION 1 - PERSONAL ACCIDENT

If you sustain accidental death during the Period of Insurance, the following benefits will be paid:

- Death by accident RM 25,000 per person
- Loss of one or more limbs or loss of sight of one or both eyes RM 25,000 per person

Provisions

- No benefits will be payable under compensation 1 & 2 unless such death or loss occurs within 12 months of the date of injury.
- The maximum amount of all benefits payable for one or more injuries sustained by an Insured Person during the Period of Insurance shall not exceed RM 25,000.

Definitions

- "Loss of sight" means total and irrecoverable loss of sight.
- "Loss of limb" means loss by physical severance of a hand at or above the wrist or of a foot at or above the ankle.

SECTION 2 - MEDICAL AND OTHER EXPENSES

We will reimburse you for the medical, hospital and treatment expenses (including cost of emergency accidental dental treatment but excluding replacement of dentures) necessarily incurred in Malaysia giving rise to a claim as a direct result of accidental bodily injury sustained by or illness of the Insured Person occurring during the Period of Insurance:

- Outpatient treatment up to RM 250 per person
- Inpatient treatment up to RM 5,000 per person

Exclusions applicable to Section 2

- Treatment or aid obtained other than in Malaysia
- Surgery, medical or dental treatment which in the opinion of the registered medical practitioner treating you can be reasonably delayed until your return to your home country
- The additional cost of single or private room accommodation at a hospital, clinic or nursing home, except where the registered medical practitioner treating the Insured Person(s) deems it necessary for the Insured Person(s) to occupy such accommodation.
- Any dental charges for the provision of dentures or artificial teeth.

SECTION 3 - PERSONAL LIABILITY

Limit of liability each Insured Person Up to RM250,000

We will indemnify you for legal liability to a third party arising during the Period of Insurance as a result of:

- Accidental bodily injury (including death) to any third party
 - Accidental loss of or damage to property of any third party
- In addition, we will indemnify you for:

- Third parties' costs and expenses recoverable from you and
- Your costs and expenses incurred with our written prior consent.

Except with the written consent of the insurer, no person is entitled to admit liability on their behalf or to give any representation or other undertaking binding upon them. The insurer shall be entitled to conduct all proceedings arising out of or in connection with claims in the name of the Insured Person(s) and to instruct solicitors of their own choice for this purpose.

Exclusions applicable to Section 3

We will not pay for claims arising out of, in respect of, consequent upon:

- Employer's liability, contractual liability or liability to a member of your family.
- Property belonging to you, or, in your care custody or control.
- Any willful, malicious or unlawful act.
- Pursuit of trade, business or profession.
- Ownership or occupation of land or buildings (other than occupation only of any temporary residence).
- Ownership, possession or use of vehicles, aircraft or watercraft or any other conveyance.
- Legal costs resulting from any criminal proceedings.
- The influence of intoxicants, mountaineering, ski-racing in major events, ski jumping, ice hockey, the use of bobsleighs or skeletons, riding or driving in races or rallies or the use of firearms.
- Judgements that are not in the first instance delivered by or obtained from a Court of competent jurisdiction within Malaysia.

GENERAL EXCLUSIONS (applicable to all Sections)

We will not pay for claims:

- Caused or resulting:
 - from any pre-existing conditions.
 - by suicide or attempted suicide, intentional self-injury, willful exposure to danger (other than in an attempt to save human life), or the committing of any criminal acts.
 - by the effect or influence of alcohol or drugs, unless the drug is taken in accordance with an authorised medical prescription.
 - directly or indirectly by Human Immunodeficiency Virus (HIV) and/or any HIV related illness including Acquired Immune Deficiency Syndrome (AIDS) and/or any mutant derivatives or variations however caused.
 - from pregnancy including childbirth, caesarean operation, abortion, miscarriage and all related complications except miscarriage due to accidental bodily injury.
 - your travelling on, or against medical advice, or where the trip is made solely for the purpose of obtaining treatment.
 - Mental and nervous disorders, including insanity.
- Directly or indirectly occasioned by, happening through, or in consequence of:
 - engaging in sports or games in a professional capacity or where you would or could earn income or remuneration from engaging in such sports or games.
 - accidents whilst engaged in racing, motor rallies and competitions, mountaineering (reasonably requiring the use of ropes and guides), rock climbing, and hiking/trekking in remote areas unless with licensed guides, pot-holing, and any activity involving you being airborne (whether suspended or not) not limiting to parachuting, hand gliding, bungee jumping, sky diving, high diving.
- Arising from:
 - Air travel other than as a fare paying passenger on a regular scheduled airline or licensed chartered aircraft.
 - any illegal activities, loss resulting directly or indirectly from action taken by Government Authorities including confiscation, seizure, destruction and restriction.
 - loss of or damage to hired or leased equipment; testing of any kind of conveyance.
 - employment on merchant vessels; naval, military or airforce service or operations, regular or temporary, military or police duties; overseas secondment as part of your occupation; manual work in connection with any trade, employment or profession.
 - offshore activities like non recreational diving, oil-rigging, mining, aerial photography or handling of explosives.
 - survey of offshore installations or facilities under construction including survey from aerial conveyance.
 - war, invasion, act of foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property under the order of any government or public or local authority or following the warring of any intended strike, riot or civil commotion through or by general mass media.
 - ionising radiations, or contamination by radioactivity from any irradiated nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel.
 - radioactive toxic explosive, or other hazardous properties of any explosive nuclear assembly, or of its nuclear component.
 - Consequential loss or damage of any kind.
- Arising from:
 - any losses caused by terrorist attacks by chemical and/or biological substances
 - your direct participation in terrorist acts.

GENERAL CONDITIONS (applicable to all sections)

You must comply with the following conditions to have the full protection of your Policy. Our liability shall be conditional on your observance of the terms of this Policy:

- Interpretation**

This Policy and Policy Activation Form shall be read together and any word or expression to which a specific meaning has been attached in any part of this Policy or Policy Activation Form shall bear such meaning wherever it may appear.
- Observance**

Our liability shall be conditional on your observance of the Terms of this Policy.
- Reasonable Care**

You shall act in a prudent manner and exercise reasonable care for the safety and supervision of your property as if uninsured and to prevent loss, damage, accident, injury or illness.
- Mis-Representation**

This policy shall be voidable in the event of misrepresentation, misdescription or non-disclosure or concealment of any circumstances by you material to or in connection with your health, and in particular:
 - whether you are suffering from a disease, illness, disability or handicap; or
 - whether you are aware of circumstances suggesting that you may be suffering from a disease, illness, disability or handicap.
- Fraud**

If you, or anyone acting for you, make a claim under the policy knowing the claim to be false or fraudulently inflated, we will not pay the claim and all cover under the Policy will be forfeited.
- Payment of Premiums**

Coverage and claims are valid only subject to the successful collection of premium by us and your compliance of the terms and conditions contained herein. We reserve the right to refuse any coverage and/or reject any claims resulting from non-payment of premium.
- Premium Refund**

No refund is allowed once the Policy Activation Form is issued.
- 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 stated, otherwise to your estate. Such payment shall be a full and final discharge to us. Benefits payable under this Policy are in Ringgit Malaysia.
- Claims**

If any injury, accident or loss happens you must:
 - advise Maplindo International Sdn Bhd, 9th Floor, Menara Promet, Jalan Sultan Ismail, 50250 Kuala Lumpur, Malaysia in writing as soon as possible but in any event not later than 45 days after the expiry of this insurance or upon return to your home country, whichever is earlier.
 - at your expense, or at the expense of any person representing you, provide us with information and other documents (including where necessary translation) as we may reasonably require.We shall be entitled to:
 - request an examination by a medical referee appointed by us for a non-fatal injury.
 - request an autopsy and/or post-mortem examination in the event of death.Our liability is limited solely to the payment of the benefits you are entitled to under this policy. No liability is assumed by us, for the availability, quality or results of any medical treatment or other service, or your failure to obtain any treatment or service covered by the terms of this policy.
- Other Insurances**

If at the time of any loss, damage or liability arising under the policy there is any other insurance covering the same loss, damage or liability, we will pay only our rateable proportion.
- Arbitration**

If we admit liability for a claim but there is a dispute as to the amount to be paid, the dispute will be referred to an arbitrator. The arbitrator will be appointed jointly by you and us in accordance with the law at the time. You may not take legal action against us over the dispute before the arbitrator has reached a decision.
- Interest**

No amount payable under this Policy shall carry interest.

