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## Merchantrade Insure Basic

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### IMPORTANT NOTICE

This is Our Merchantrade Insure Basic Policy. Please read this Policy carefully together with the Schedule of Benefits to ensure that You understand the terms and conditions and that the Cover You require is being provided. If You have any question after reading this document, please contact Your insurance advisor or AXA Affin General Insurance Berhad. If there is any change in Your circumstances that may affect the insurance provided, please notify Us immediately, otherwise You may not receive the full benefits of this Policy.

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](mailto: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 BNMTELELINK at 1-300-88-5465; or fax to 03-2174 1515; or e-mail to [bnmtelelink@bnm.gov.my](mailto:bnmtelelink@bnm.gov.my); or send letter 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 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, the remedies available to You will be as provided 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.

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### ELIGIBILITY AND SCOPE

#### 1. Person Eligible

Person eligible to be covered under this Policy must be:-

- (a) aged between eighteen (18) and sixty five (65) years and the Policy shall be renewable up to seventy five (75) years of age.
- (b) a Malaysia citizen
- (c) a Permanent Resident of Malaysia
- (d) a Malaysian Employment Passholder and/or holder of valid work permit, long-term social visit pass or student pass

#### 2. Geographical Territory

All benefits provided in this Policy are applicable worldwide for twenty four (24) hours a day

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## 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
1. <b>Accident</b>	means a sudden unforeseen and fortuitous event.
2. <b>Accidental Death</b>	means death by reason of Accident.
3. <b>Cover(s)/ Coverage</b>	means the extent of insurance protection afforded by this Policy.
4. <b>Disability</b>	means Injury/Injuries arising of a single or continuous series of causes.
5. <b>Doctor/Physician/Surgeon</b>	means 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.
6. <b>Hospital</b>	means any institution lawfully operating twenty four (24) hours a day for the care and treatment of injured persons with organized facilities including but not limited to diagnosis, surgery, nursing service and medical supervision, but excluding any institution used as a center for nursing care, convalescent, geriatric care, mental care, rehabilitation or extended care, and/or the care or treatment of alcoholics or drug addicts.
7. <b>Hospitalisation/Hospitalised</b>	means admission to a Hospital as a registered In-patient for Medical 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.
8. <b>Injury</b>	means bodily injury caused solely & directly by an Accident, independent of all other causes
9. <b>In-patient</b>	refers to Your admission overnight into a Hospital in order to receive Treatment.
10. <b>Loss of Use</b>	means permanent and irrecoverable functional disablement of the body member.
11. <b>Medically Necessary</b>	means a 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 for an experimental, investigational or research nature, preventive or screening nature.
12. <b>Permanent</b>	means a condition that had lasted for twelve (12) consecutive months or more and at the expiry of that period, without hope of improvement.
13. <b>Permanent Total Disablement</b>	injury which, having lasted for a continuous period of twelve (12) calendar months from the date of Accident, entirely prevents the person(s) covered under this Policy from engaging in gainful employment of any and every kind and for which there is no hope of recovery.
14. <b>Period of Insurance</b>	means the period of insurance specified in the Policy Schedule.
15. <b>Policy</b>	Shall include collectively this document, Schedule of Benefits, Policy Schedule, Certificate of Insurance and all Endorsements specifically listed in the Policy Schedule.
16. <b>Premium</b>	means the specified amount of payment required periodically by Us to provide Coverage under this Policy for the Benefits specified in the Schedule of Benefits.
17. <b>Renewal/Renewed Policy</b>	means a Policy which has been renewed without any lapse of time upon expiry of a preceding Policy with the same content.
18. <b>Schedule of Benefits</b>	means the list of Benefits and Sum Insured.
19. <b>Specialist</b>	means 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.
20. <b>Sum Insured</b>	means the amount specified against each of the Benefits as stipulated in the Schedule of Benefits which is the maximum amount We will pay in the event of claim(s).
21. <b>Treatment</b>	means surgery or medical procedures carried out by a Specialist (other than for diagnostic procedures).
22. <b>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 Transport Act 1987 or any applicable laws and regulations. Unlawful act also includes any participation in or acting as an accessory to any crime or attempted crime or offence.

23. **We/Us/Our** means AXA AFFIN GENERAL INSURANCE BERHAD.

24. **You/Your/Yourself/Insured/Policyholder** means the person(s) named as the Policyholder in the Policy Schedule and to whom this Policy is issued to provide Cover for

**SCHEDULE OF BENEFITS**

Benefits		Limit	Sum Insured			
			1 Month Plan	3 Months Plan	6 Months Plan	12 Months Plan
<b>SECTION A ACCIDENTAL DEATH</b>						
Benefit A1	Accidental Death	<i>Per Adult</i>	RM9,000	RM9,000	RM9,000	RM9,000
<b>SECTION B ACCIDENTAL PERMANENT DISABLEMENT</b>						
Benefit B1	Accidental Permanent Disablement <i>(as per Scale of Permanent Disablement Benefits)</i>	<i>Per Adult</i>	RM9,000	RM9,000	RM9,000	RM9,000
<b>SECTION C HOSPITAL ALLOWANCE &amp; TEMPORARY DISABLEMENT ALLOWANCE</b>						
<b>Maximum Combined Limit for Section C</b>			<b>RM1,000</b>			
Benefit C1	Hospital Allowance	<i>Per Adult Every Complete 24 Hours</i>	RM50	RM50	RM50	RM50
Benefit C2	Temporary Disablement Allowance	<i>Per Adult Every Complete 5 Days</i>	RM100	RM100	RM100	RM100
<b>SECTION D ADDED BENEFITS (Per Disability)</b>						
Benefit D1	Funeral Allowance	<i>Per Adult</i>	NA	RM200	RM500	RM1,000
Benefit D2	Local Ambulance Fees	<i>Per Adult</i>	NA	NA	NA	RM500
Benefit D3	Prostheses	<i>Per Adult</i>	NA	NA	NA	RM500

**DESCRIPTION OF BENEFITS**

**Important Notice:** The Benefits described below may be subject to maximum limits. Please check the Schedule of Benefits for details.

**SECTION A: ACCIDENTAL DEATH**

**Benefit A1 – Accidental Death**

We will pay the compensation as provided in the Schedule of Benefits, if during the Period of Insurance You sustained bodily Injury caused by an Accident which within one (1) year from the date of the Accident results in death. The amount payable shall be apportioned and payment shall be spread out monthly for a period of six (6) months.

$$RM1,500 \times 6 \text{ months} = RM9,000 \text{ (Total Sum Insured per Adult)}$$

**SECTION B: ACCIDENTAL PERMANENT DISABLEMENT**

**Benefit B1 – Accidental Permanent Disablement**

When bodily Injury sustained caused by an Accident does not result in Your death, but within one (1) year from the date of the Accident results in Permanent Total Disablement, We will pay the compensation as provided in the Schedule of Benefits in accordance with the percentage as described in the “Scale of Permanent Disablement Benefits” below:

Scale of Permanent Disablement Benefits	Percentage of the Total Sum Insured
Permanent Total Disablement	100%
Total paralysis (from the neck down)	100%
Loss or Loss of Use of one or both hands	100%
Loss or Loss of Use of one or both feet	100%
Loss or Loss of Use of one or both eyes	100%

**SECTION C: HOSPITAL ALLOWANCE & TEMPORARY DISABLEMENT ALLOWANCE**

**Benefit C1 – Hospital Allowance**

We will pay the amount stated in the Schedule of Benefits for each complete twenty four (24) hours, if during the Priod of Insurance You are hospitalised as an In-patient for Treatment or surgery due to an Accident up to a maximum of RM1,000 (combined limit with Temporary Disablement Allowance) for any one Accident.

### **Benefit C2 - Temporary Disablement Allowance**

We will pay the amount shown in the Schedule of Benefits for every five (5) days interval, up to a maximum of RM1,000 (combined limit with Hospital Allowance) if during the Period of Insurance You become wholly and continuously disabled as a result of an Injury caused by an Accident and You are prevented from attending to your daily routine or carrying out any duty pertaining to your usual occupation or business.

**Notwithstanding anything to the contrary, the total amount payable pursuant to Benefit C1 (Hospital Allowance) and Benefit C2 (Temporary Disablement Allowance) shall not exceed the Sum Insured stipulated under Section C in the Schedule of Benefits (Maximum Combined Limit for Section C).**

### **SECTION D: ADDED BENEFITS**

#### **Benefit D1 – Funeral Allowance**

We will pay the amount stated in the Schedule of Benefits in the event of Your death resulting from an Accident, provided that a valid claim is payable under Benefit A1 of this Policy.

#### **Benefit D2 – Local Ambulance Fees**

We will pay up to the maximum amount as stated in the Schedule of Benefits per Accident for the domestic ground ambulance costs incurred for the transportation of Yourself to the Hospital following an Accident.

#### **Benefit D3 – Prostheses**

We will pay up to the maximum amount as stated in the Schedule of Benefits per Accident for the necessary expenses incurred by You for the actual cost of purchasing wheelchair, artificial arm or leg and crutches provided always that such expenses are necessary to assist in the mobility of You and are recommended by the attending Specialist or Doctor/Physician/Surgeon.

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### **PROVISIONS (these should be read in conjunction with the Schedule of Benefits)**

1. Upon Your death, payment shall be made under **Benefit A1 (Accidental Death)** and **Benefit D1 (Funeral Allowance)** only and no payment shall be made under **Benefit B1 (Accidental Permanent Disablement)**.
2. Upon the payment of **Benefit B1 (Accidental Permanent Disablement)**, We will be discharged from any further claim, except for expenses incurred under other Sections arising from the same Injury or Accident.
3. Any sum payable under **Benefit A1 (Accidental Death)** or **Benefit B1 (Accidental Permanent Disablement)** shall be reduced by the total of any payments made under **Benefit C2 (Temporary Disablement Allowance)** in respect of the same Injury or Accident.

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### **WHAT IS NOT COVERED (these Exclusions apply throughout Your Policy)**

1. Any Unlawful Act or 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. Any pre-existing physical or mental defect or infirmity, illness, disease, bacterial or viral infections even if contracted by Accident, except bacterial infection that is the direct result of an accidental cut or wound.
3. Medical or surgical treatment except where such treatment is rendered necessary by bodily Injury within the scope of this Policy.
4. Any treatment related to cosmetic surgery for purposes of beautification irrespective of such treatment is rendered as a result of burns.
5. Private nursing, rest cures or sanatoria care, illegal drugs, intoxication, sterilization, venereal disease and its sequelae, AIDS (Acquired Immunisation Deficiency Syndrome), ARC (AIDS Related Complex) and HIV (Human Immunodeficiency Virus) related diseases, and any communicable diseases required quarantine by law.
6. Pregnancy, pregnancy related or its complications, childbirth (including surgical delivery), miscarriage, abortion and prenatal or postnatal care and surgical, mechanical or chemical contraceptive methods of birth control or Treatment pertaining to infertility. Erectile dysfunction and tests or treatment related to impotence or sterilisation
7. Effect or influence of drugs not prescribed by a qualified medical practitioner.
8. Travel or flight in any vehicle or device for aerial navigation, other than solely as a passenger on a certificated passenger aircraft operated by a regularly established airline or any regularly scheduled, non-scheduled, special or chartered flight.
9. Regular or temporary, military or police duties or fire service of any country.
10. Declared or undeclared war or any act thereof, invasion, act of foreign enemy, hostilities, civil war, rebellion, revolution, insurrection, exercise of military or Usurped power.
11. Riot and civil commotion where You are actively participating.

12. Ionising radiations or contamination by radioactivity from any irradiated nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel.
  13. Radioactive toxic explosive, or other hazardous properties of any explosive nuclear assembly, or of its nuclear component.
  14. Injury arising from illegal activities, engaging or participating in any professional sports, racing of any kind (except foot racing) or dangerous activities or sports such as but not limited to skating of any kind, skydiving, base jumping, cliff diving, flying in an unlicensed aircraft or as a learner, martial arts, free climbing, rock climbing, mountaineering (which requires the Use of ropes or guides), underwater activities necessitating the Use of underwater breathing apparatus, water skiing, bungee jumping, canyoning, handgliding, paragliding or microlighting, parachuting, pot-holing, skin diving, steeple chasing, big game hunting or hunting other than on foot, skiing off piste or any other winter sports activity carried out of piste.
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## GENERAL CONDITIONS

### 1. Condition Precedent to Liability

The due observance and fulfillment of the terms provisions conditions and Endorsements of this Policy in so far as they relate to anything to be done or complied with by the Insured and the truth of the statements and answers in the said Proposal shall be conditions precedent to any liability of the Company to make any payment under this Policy.

### 2. Fraud

You must not act in a fraudulent manner. If You, or anyone acting for You, makes a claim under the Policy knowing the claim to be false or fraudulently inflated in any respect or if any Loss is caused by Your willful act or with Your connivance We will not pay the claim and all Cover under the Policy will be forfeited.

### 3. Cancellation

You may cancel your Policy, or part thereof, at any time by giving us notice in writing. Such cancellation shall become effective on the first day of the following month after the day of receipt of notification. We shall refund the Premium received for the following month provided that no claims have been made during the current Policy Year.

Please also note that no claim of any kind will be considered after notification by You and acceptance by Us of any cancellation.

### 4. Payment of Benefits

Any benefits payable under this Policy will be paid to the beneficiary(ies) or nominee(s) named by You or to Your legal personal representative upon Your death.

### 5. Duplication of Cover

You are only eligible for one Cover under this policy in any one Period of Insurance. In the event of dual or multiple Cover purchased for the same risk, We reserve the right to pay for claims under any one of the policies and forthwith cancel and refund to You the premium(s) paid in respect of the remaining policy(ies).

### 6. Free-Look Period

If for any reason whatsoever You shall decide not to take up the Policy, You may do so by notifying Us within fifteen (15) days from the date of Policy inception. We will make a full refund of premium paid provided that no claim has been made, is pending or has arisen under this Policy.

### 7. 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 AXA or any right of action against AXA.

If any such difference shall relate to the degree of Permanent disablement for the purposes of this Policy the arbitrator or arbitrators and umpire shall be qualified medical practitioners.

### 8. Portfolio Withdrawal Condition

We reserve the right to cancel the portfolio as a whole if We decide to discontinue underwriting this Policy. Cancellation of the portfolio as a whole shall be given by prior notification to the Policyholders at any mode of communication as we deem appropriate. We will run off all Policies to expiry of the period of cover within the portfolio.

### 9. Claims Notification

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

- (a) give written notification to Us of any bodily Injury which may give rise to a claim under this Policy with full particulars of both the occurrence and the Injury immediately in the case of death or within twenty one days of the occurrence in the case of bodily Injury.
- (b) 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.
- (c) at Your expense, or at the expense of any person representing You, provide Us with all reports, certificates, information and other documents as We may reasonably require.

We are entitled to request:

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

### 10. Governing Law

This Policy is issued under the laws of Malaysia and is subject and governed by the laws prevailing in Malaysia.

**11. Renewal**

If the Insured reaches the age of 75 during the Period of Insurance, this Policy will not be renewable at the end of that period unless stated otherwise in the Schedule of Benefits.

We are not obliged to accept any renewal Premium or to send You notice of any renewal Premium becoming due.

**12. 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, United States of America or Malaysia.

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