



Merchantrade Insure Xtra

IMPORTANT NOTICE

This is Your Merchantrade Insure Xtra 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
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; or send letter to P.O Box 10922, 50929 Kuala Lumpur

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 available in Schedule 9 of the Financial Services Act 2013 will apply.

This Policy reflects the terms and conditions of the contract of insurance as agreed between You and Us.

ELIGIBILITY AND SCOPE

1. **Person Eligible**
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

OPERATION OF INSURANCE

For Benefits under **Section A (Accidental Death)** and **Section B (Accidental Permanent Disablement)**, the Cover is effective upon the issuance of the Policy.

For Benefits under **Section C (Hospital Allowance & Temporary Disablement Allowance)** and **Section D (Added Benefits)**, the Cover for Your Illness/Disease/Sickness provided by this Policy commences sixty (60) days after the Insured has been included in the Policy (Waiting Period), except for Injury caused solely & directly by a covered Accident occurring after the effective date of Coverage.

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. Accident	means a sudden unforeseen and fortuitous event.
2. Accidental Death	means death by reason of Accident.
3. Cover(s)/Coverage	means the extent of insurance protection afforded by this Policy.
4. Disability	means a Illness/Disease/Sickness or the entire Injuries arising of a single or continuous series of causes.
5. Doctor/Physician/Surgeon	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. Hospital	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. Hospitalisation/Hospitalised	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. Injury	means bodily injury caused solely & directly by an Accident, independent of all other causes.
9. Illness/Disease/Sickness	means a physical condition marked by a pathological deviation from the normal healthy state.
10. In-patient	refers to Your admission overnight into a Hospital in order to receive Treatment.
11. Loss	means any Injury sustained by You in consequence of the happening of any Accident.
12. Loss of Use	means permanent and irrecoverable functional disablement of the body member.
13. Medically Necessary	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.
14. Permanent	means a condition that had lasted for twelve (12) consecutive months or more and at the expiry of that period, without hope of improvement.
15. Permanent Total Disablement	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.
16. Period of Insurance	means the period of insurance specified in the Policy Schedule.
17. Policy	shall include collectively this document, Schedule of Benefits, Policy Schedule, Certificate of Insurance and all Endorsements specifically listed in the Policy Schedule.
18. Policy Year	means the one (1) year period including the effective date of commencement of Insurance and immediately following that date, or the one (1) year period following the Renewal/Renewed Policy.
19. Premium	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.
20. Renewal/Renewed Policy	means a Policy which has been renewed without any lapse of time upon expiry of a preceding Policy with the same content.
21. Schedule of Benefits	means the list of Benefits and Sum Insured.
22. Specialist	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.
23. Sum Insured/Limit of Liability	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).
24. Treatment	means surgery or medical procedures carried out by a Specialist (other than for diagnostic procedures).

25. Unlawful Act	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.
26. Waiting Period	means the first sixty (60) days between the beginning of Your Illness/Disease/Sickness and the commencement of this Policy date/reinstatement date and is applied only when the person is first covered. This shall not be applicable after the first year of cover. However, if there is a break in insurance, the Waiting Period will apply again.
27. We/Us/Our	means AXA AFFIN GENERAL INSURANCE BERHAD.
28. You/Your/Yourself/Insured /Policyholder	means the person(s) named as the Policyholder in the Policy Schedule and to whom the Policy is issued to provide Cover for.

SCHEDULE OF BENEFITS

Benefits		Limit	Sum Insured
SECTION A ACCIDENTAL DEATH			
Benefit A1	Accidental Death	<i>Per Adult</i>	RM9,000
SECTION B ACCIDENTAL PERMANENT DISABLEMENT			
Benefit B1	Accidental Permanent Disablement <i>(as per Scale of Permanent Disablement Benefits)</i>	<i>Per Adult</i>	RM9,000
SECTION C HOSPITAL ALLOWANCE & TEMPORARY DISABLEMENT ALLOWANCE (Per Annual Maximum)			
Maximum Annual Combined Limit for Section C			RM2,000
Benefit C1	Hospital Allowance - <i>up to forty (40) days</i>	<i>Per Adult Every Complete 24 Hours</i>	RM50
Benefit C2	Temporary Disablement Allowance - <i>up to one hundred (100) days</i>	<i>Per Adult Every Complete 5 Days</i>	RM100
SECTION D ADDED BENEFITS (Per Disability)			
Benefit D1	Funeral Allowance	<i>Per Adult</i>	RM2,000
Benefit D2	Local Ambulance Fees	<i>Per Adult</i>	RM1,000
Benefit D3	Prostheses	<i>Per Adult</i>	RM1,000

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 Period of Insurance You are Hospitalised as an In-patient for Treatment for a covered Disability, due to an Accident or if Your Hospitalisation is on account of a covered Illness/Disease/Sickness, up to a maximum of forty (40) days for any one Policy Year.

Benefit C2 - Temporary Disablement Allowance

We will pay the amount stated in the Schedule of Benefits for every five (5) days interval, up to a maximum of one hundred (100) days, if during the Period of Insurance You become wholly and continuously disabled as a result of an Injury caused by an Accident or a covered Illness/Disease/Sickness 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/Limit of Liability stipulated under Section C in the Schedule of Benefits (Maximum annual 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 or caused by a covered Illness/Disease/Sickness.

Benefit D2 – Local Ambulance Fees

We will pay up to the maximum amount as stated in the Schedule of Benefits per Accident or per covered Illness/Disease/Sickness for the domestic ground ambulance costs incurred for the transportation of Yourself to the Hospital following an Accident or Critical Medical Condition arising from a covered Illness/Disease/Sickness. **Critical Medical Condition** means a condition which in Our opinion constitutes a serious medical emergency requiring urgent remedial Treatment to avoid death or serious impairment to the Insured's immediate or long term health prospects.

Benefit D3 – Protheses

We will pay up to the maximum amount as stated in the Schedule of Benefits per Accident or per covered Illness/Disease/Sickness 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.

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 medical or physical conditions arising within the first sixty (60) days of the Insured's cover or date reinstatement whichever is latest except for Accidental Injuries.
2. 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.
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. Hospitalisation primarily for investigatory purposes, diagnosis, X-ray examination, general physical or medical examinations, not incidental to Treatment or diagnosis of a covered Disability or any Treatment which is not Medically Necessary and any preventive treatments, preventive medicines or examinations carried out by a Physician, and treatments specifically for weight reduction or gain.
8. Effect or influence of drugs not prescribed by a qualified medical practitioner.
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 You are 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. Injury or Illness/Disease/Sickness 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, scuba diving to a depth of more than 10 meters, trekking to a height of over two thousand five hundred (2,500) meters, 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.

GENERAL CONDITIONS

1. Alterations

We reserve the right to cancel or amend all or any part of Your Policy terms and conditions and provisions by giving You twenty one (21) days prior notification. Such amendment will be applicable from the next Renewal of this Policy. No alteration to this Policy shall be valid unless Authorized by Us and such approval is endorsed thereon. We will determine the mode of communication as we deem appropriate. We will not change Your Policy simply as a result of Your personal claims. However, We will make changes only to reflect any past or foreseeable changes in claim experience. The purpose of such amendments will be to seek, as far as possible, to maintain substantially the same level and type of cover in place while ensuring that the Cover remains affordable.

We may also change Premium if costs, taxation, regulations or benefit changes make this necessary. In the event that We are required by law to make a change during the Policy Year, for example if a new tax is introduced, We will be obliged to do so before the next Renewal date. The Renewal Premium payable is not guaranteed. We reserve the right to revise the Premium applicable at the time of Renewal. Such changes, if any shall be applicable to all Policyholders irrespective of their claim experience according to Our risk assessment. We do reserve the right to apply underwriting terms to Your Policy at any time as we deem necessary.

2. Condition Precedent to Liability

The due observance and fulfilment 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 Us to make any payment under this Policy.

3. 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.

4. 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.

5. Period of Cover and Renewal

This Policy shall become effective as of the date of Policy Inception. The Policy Anniversary shall be one (1) year after the effective date and annually thereafter and your premium is payable either on an instalment or annual basis as agreed between You and Us during Policy Inception. On each such anniversary, the 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 twenty-one (21) 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.

The Premium shall be paid within fourteen (14) days from the due date. We shall remain liable if the premium is paid within 14 days unless We or the Insured Person has served a notice that the Insurance would not be renewed. If your Premium is not paid within 14 days from the due date, your Policy will lapse.

In the event of an eligible claim is made during the Policy year for Benefits under Section A and Section B, the premiums for the remaining months which were not paid for that Policy year, will be deducted from the benefit amount and the benefit amount payable will be reduced accordingly.

This Policy will be renewable at Your option subject to the terms, conditions and termination on each anniversary of the Policy date. This Policy is renewable at Your option until the occurrence of any of the following:

- (a) non-payment of Premium or Premium not being paid on time;
- (b) fraud or misrepresentation of material fact during application;
- (c) cancellation of the Policy;
- (d) You have attained the coverage age limit specified;
- (e) on Your death; and
- (f) withdrawal of this Policy product from the market for any reason.

6. 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.

7. 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).

8. Free-Look Period

If for any reason whatsoever You decided 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. This free-look period shall not apply to policy renewals.

9. 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 Total Disablement for the purposes of this Policy the arbitrator or arbitrators and umpire shall be qualified medical practitioners.

10. 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.

11. Claims Notification

If any Accident, Injury, Loss, liability or Illness/Disease/Sickness happens which may give rise to a claim, You must:-

- (a) give written notification to Us of any claim under this Policy with full particulars of both the occurrence and the Disability immediately in the case of death or within twenty one (21) days of the occurrence in the case of bodily Injury or Illness/Disease/Sickness.
- (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, Injury or Illness/Disease/Sickness.
- (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.

12. Governing Law

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

13. 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.