

## AXXESS Premier Takaful Personal Accident (PA) Terms and Conditions

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This AXXESS Premier Takaful Personal Accident (PA) Terms and Conditions (“**Terms and Conditions**”) is a contract between the purchaser (“**you**”) and Shieldcard Holdings Sdn Bhd (1121362-P) (“**Shieldcard**”).

Shieldcard which is the brand owner and operator of the AXXESS Programme, in collaboration with our sister company, Perks Holdings Sdn Bhd and its subsidiaries (“**Perks**”), our panel insurers and underwriters (“**Panel Insurers**”), are pleased to offer AXXESS members (“**AXXESS Members**”) who purchase motor vehicle insurance from PERKS AND make payment of the applicable premium with Mastercard branded payment cards (including co-badged debit cards) (“**Card**”), protection under our customised Group Personal Accident Insurance product known as AXXESS Premier Takaful Personal Accident (“**AXXESS Premier PA**”).

Non-AXXESS members qualifying for AXXESS Premier PA, through the purchase of motor vehicle insurance from Perks and making payment with the Card, will automatically be registered as AXXESS Members upon their purchase and payment and be entitled to all the benefits under AXXESS. The AXXESS Programme benefits, promotions and the terms and conditions can be found by clicking [www.axxess.com.my](http://www.axxess.com.my).

By accepting enrolment for AXXESS Premier PA on this website or any of our associated websites, APIs, or mobile applications, you agree that you have read, understood, and accept this Terms and Conditions:

### 1. Eligibility and Automatic AXXESS Membership

1.1 To be eligible for AXXESS Premier PA, you must:

- (a) be a Malaysian or a non-Malaysian legally residing in Malaysia between the ages of sixteen (16) years and sixty-five (65) years old; and
- (b) Use a Card to pay your motor vehicle insurance premium.

Age shall be determined with reference to the age as at the next birthday.

1.2 Upon enrolment for AXXESS Premier PA, in addition to being automatically registered for the AXXESS Programme (and becoming an AXXESS Member), you will also be entitled to the following benefits:

- (i) 10% discount on AXXESS Covid-19 Protect and AXXESS Covid-19 Protect Plus insurance; and
- (ii) Up to 10% discount on any new insurance plans launched by AXXESS, subject to terms and conditions;

(hereinafter “**AXXESS Bundle Package**”).

To register for the Bundle Package(s), please visit <https://www.axxess.com.my/covid19.php>.

### 2. Motor Insurance Premium and AXXESS Premier PA Coverage Period

2.1 AXXESS Premier PA will be offered for the following coverage period, corresponding to the motor insurance premium paid using the Card:

<b>Motor Insurance Premium</b>	RM100.00 to RM300.00	to RM301.00 to RM600.00	to RM601.00 to RM1,000.00	Above RM1,001.00
<b>Period of coverage</b>	1 month	3 months	6 months	12 months

2.2 Successful enrollments for AXXESS Premier PA will be notified via email which will also contain a link to the applicant's AXXESS Premier PA certificate of insurance ("**Insurance Certificate**"). The Card holder making payment shall be deemed to be the "**Insured Person**".

### 3. **Applicable Terms and Conditions Upon Purchase**

3.1 By enrolling for AXXESS Premier PA, you **agree and accept**:

- (a) These Terms and Conditions;
- (b) The terms issued by Mastercard in respect of usage and payments made using the Card;
- (c) The provisions of the AXXESS Premier PA policy documents ("**Policy**") that is available at [AXXESS Premier Takaful PA Policy](#);
- (d) The terms and conditions for AXXESS membership and AXXESS' Privacy Policy that are available at [www.axxess.com.my](http://www.axxess.com.my).

3.2 Opt out

If you do not agree to any of the conditions for enrollment for AXXESS Premier PA, you should immediately write to [enquiry@shieldcard.com.my](mailto:enquiry@shieldcard.com.my) giving your;

- (a) Name;
- (b) NRIC number; and
- (c) Mobile number;

stating your intention not to be enrolled for AXXESS Premier PA and we will proceed to exclude your enrollment accordingly. Your automatic registration for AXXESS membership will likewise be cancelled and you will accordingly not be entitled for the AXXESS Bundle Package highlighted in Clause 1.2 above. Shieldcard shall be entitled to accept any opt put notice sent by electronic mail from your e-mail address as sufficient notice of your opting out without asking you for any further written confirmation.

3.3 By proceeding to be enrolled for AXXESS Premier PA, you are deemed to agree to all these Terms and Conditions, including, for the avoidance of doubt, the terms set out in Policy. A certificate of Insurance personal to you and containing a unique certificate number will also be electronically sent/made available to you.

3.3 By agreeing to be enrolled, you also acknowledge and agree that insurance coverage and payouts under AXXESS Premier PA are provided by the relevant panel insurer(s) appointed by Shieldcard.

### 4. **Definition and Interpretation**

4.1 Unless the context otherwise requires, words or phrases used in this Terms and Conditions shall have the meanings assigned to them herein or in the Policy.

- 4.2 References in this Terms and Conditions to "we", "our" or "us", are to Shieldcard, and references to "you", "your" or "claimant" are to the person with whom Shieldcard enters into the contract under this Terms and Conditions.
- 4.3 Reference in this Terms and Conditions to "AXXESS", "AXXESS Members", "AXXESS Programme" and "AXXESS Bundle Package" shall mean this company and the business and product of this company:

Shieldcard Holdings Sdn Bhd (1121362-P)  
A-15-1, Block A, Jaya ONE,  
72A, Jalan Prof. Diraja Ungku Aziz,  
46200 Petaling Jaya,  
Selangor Darul Ehsan, Malaysia  
[www.axxess.com.my](http://www.axxess.com.my)

## 5. Personal Information

- 5.1 To enroll for AXXESS Premier PA, you will need to provide certain personal information such as:
- (a) your name as per your NRIC or passport;
  - (b) Your NRIC or passport number;
  - (c) Your mobile or contact number;
  - (d) Your personal email address; and
  - (e) For non-Malaysians, your date of birth and gender;
- 5.2 Shieldcard and the Panel Insurer(s) shall not be held responsible in the event any terms and conditions contained in the documents specified in Clause 3.1 (a), (b) or (c) are not complied with and as a consequence, Cash Benefits under AXXESS Premier PA are delayed or denied. The limit of liability of Shieldcard and the Panel Insurer shall collectively be limited to and not more than the total amount of premiums paid by you during enrollment.

## 6. Effective Date of Coverage, Territorial Limit and Beneficiary

- 6.1 The coverage period for AXXESS Premier PA commences from the date payment of the motor vehicle insurance premium is received by Perks, via its payment gateway or such other payment method or mechanism as may be accepted by Perks from time to time at its discretion.
- 6.2 The Policy provides worldwide coverage.
- 6.3 When registering for AXXESS Premier PA, a beneficiary may be nominated by the Insured Person. In the unfortunate event of permanent disablement or death of the Insured Person, the Cash Benefits set out in Clause 7.1 will be disbursed accordingly to the Insured Person or the named beneficiary.

## 7. Cash Benefits Payable

- 7.1 Under AXXESS Premier PA, during the relevant insurance coverage period, Shieldcard shall in the event of an accident causing an injury resulting in the permanent disablement or death of the Insured Person provide the Insured Person or named beneficiary with the cash benefit set out

below (referred to as “**Cash Benefit**”, “**Benefit**” or “**Benefits**”, as the context may require). The total Cash Benefit payable is up to **Ringgit Malaysia Five Hundred Thousand (MYR500,000-00)**:

**(a) Accidental Death and Permanent Disablement**

Cash payout of MYR250,000-00

**(b) Double Indemnity on Public Conveyance**

Cash payout of MYR500,000-00.

Note: Claimant(s) can only claim for either benefit under 7.1(a) and 7.1(b) and not both cash benefits cumulatively. Please refer to the Policy for the percentage (%) of claim in the event of permanent disablement.

**7.2 Hospital Income**

In the event the Insured Person suffers bodily injury as a result of an accident covered under the Policy and requires hospitalisation, the Panel Insurer will pay Ringgit Malaysia One Hundred (MYR100-00) per day as daily hospital income up to a maximum of thirty (30) days.

**8. Rejection of Coverage and Cancellation**

8.1 Shieldcard and/or its Panel Insurers reserve the right to reject any application for enrollment for AXXESS Premier PA without having to provide any reasons whatsoever. In such event, the unsuccessful applicant will be notified that his/her application and coverage has been declined via email within four (4) days from the date of application and payment of motor premium to Perks.

**9. Privacy**

9.1 Shieldcard complies with all privacy laws of Malaysia in the collecting, processing, storage and other requirements relating to personal information. For further details please refer to <https://www.axxess.com.my/privacy>. In addition to the privacy laws of Malaysia such as the Personal Data Protection Act 2010, our Panel Insurers are also subject to privacy rules or guidelines which are issued by Bank Negara Malaysia.

**10. Claims and Limitations in Making Claims**

10.1 Claimants may submit claims to AXXESS Customer Service or directly to the relevant Panel Insurer. All Cash Benefits will be made directly to the claimant according to the Policy or his/her named beneficiary or to his/her estate if no beneficiary has been named. Any claims should, together with the relevant Insurance Certificate reference number and the death certificate or other supporting documents as may be requested from time to time by Shieldcard and the Panel Insurer be provided to AXXESS customer service via email at [enquiry@shieldcard.com.my](mailto:enquiry@shieldcard.com.my) and the relevant Panel Insurer. Original documents and other evidence may also be requested from the claimant(s).

10.2 For any claims under this policy, written notice stating details of the claim shall be given to the Panel Insurer within fourteen days (14) after the occurrence of the incident. All claims must follow the claims procedure specified by the Panel Insurer.

10.3 You are reminded to read the ‘General Exclusions’ section of the Policy for the exclusions under which any Benefit pay-out may be denied.

## **11. Indemnity**

- 11.1 You agree that by registering for AXXESS Premier PA, you shall indemnify us, Shieldcard, PERKS, our affiliates and service providers, and each of our, or their, respective officers, directors, agents, employees and representatives, in respect of any costs (including attorneys' fees and any fines, fees or penalties imposed by any regulatory authority) that have been reasonably incurred in connection with any claims, demands or damages arising out of or related to any breach and / or our enforcement of these Terms and Conditions whether arising directly or indirectly from your purchase of motor vehicle insurance, enrolment under AXXESS Premier PA or participation in the AXXESS benefit programme or arising from your violation of any law, rule or regulation, or the rights of any third party.

## **12. Entire Agreement and Amendments**

- 12.1 This Terms and Conditions (including documents incorporated by reference herein but save for the conditions of use of the Card issued by Mastercard) comprise the entire understanding and agreement between you and Shieldcard as to the subject matter hereof, and it supersedes any and all prior discussions, agreements and understandings of any kind, and every nature between and among you and Shieldcard.
- 12.2 You acknowledge that Shieldcard may, subject to adherence to the terms of the Policy, from time to time, amend, replace or otherwise change the terms and conditions relating to AXXESS Premier PA and such changes shall be deemed effective once made available via the AXXESS webpage. You also agree that any such amendments shall form part of this Terms and Conditions and shall be binding on you unless the amended terms adversely affect your Cash Benefit under AXXESS Premier PA.

## **13. Transfer and Assignment**

- 13.1 The Terms and Conditions are personal to you and you may not transfer or assign your rights, licenses, interests and/or obligations to anyone else. We may transfer or assign our rights licenses, interests and / or our obligations at any time, including as part of a merger, acquisition or other corporate reorganization, provided that any transfer or assignment does not materially impact the Benefits under. Subject to the foregoing, this Terms and Conditions will bind and inure to the benefit of the AXXESS Premier PA contracting parties, their successors and permitted assigns.

## **14. Invalidity**

- 14.1 If any provision of the Terms and Conditions is determined to be invalid or unenforceable under any applicable law, this will not affect the validity of any other provision and the invalid or unenforceable provision will be severed to the extent of its invalidity or unenforceability, whilst remaining provisions will continue to be valid and enforceable.

## **15. Applicable Law**

- 15.1 The law applicable to AXXESS, AXXESS Premier PA and the Policy shall be the laws of Malaysia and the courts of Malaysia shall have exclusive jurisdiction over any dispute or question of interpretation relating to the same.

**16. Further Enquiries**

- 16.1 If you have further enquiries on AXXESS, AXXESS Premier PA, the AXXESS Bundle Package, or the Cash or other Benefit, please call AXXESS customer service at 1300 30 2010 or write to enquiry@shieldcard.com.my.

For enquiries relating to the Policy and the making of claims you may call the Panel Insurer's call center as set out below;

Zurich General Takaful Malaysia Berhad  
Level 23A, Mercu 3,  
No. 3, Jalan Bangsar,  
KL Eco City, 59200 Kuala Lumpur,  
Malaysia.  
Tel: 03-2109 6000  
Fax: 03-2109 6888  
Call Centre: 1-300-888-622 Email: callcentre@zurich.com.my

**17. Order of Precedence**

- 17.1 The Terms and Conditions are legally binding on you upon your successful registration for AXXESS Premier PA. In the event of any contradiction between the Terms and Conditions and the Policy for AXXESS Premier PA, the provisions of the Policy will prevail.

**PLEASE READ THE ENTIRE POLICY SO THAT YOU ARE AWARE OF YOUR RIGHTS, OBLIGATIONS AND THE CASH AND BENEFITS YOU ARE ENTITLED TO AND THE EXCEPTIONS APPLICABLE UNDER AXXESS PREMIER PA.**

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