



### IMPORTANT NOTE

Please read this Product Disclosure Sheet before you decide to take out a **Workmen's Compensation Insurance** Policy. Be sure to also read the general terms and conditions stated in the policy.

## 1. What is this product about?

This policy covers you as an employer in respect of your statutory liability under the Workmen's Compensation Act as well as at Common Law to your employees who are not covered by the Social Security Organisation (SOCSO) as provided for under the Employees Social Security Act 1969.

As an employer, you could be held liable due to:

- Personal negligence
- Failure to provide a safe place and a safe system of work
- Failure to exercise reasonable care in recruitment of competent staff
- Failure to provide proper machinery and maintain them in good working order

## 2. What are the covers / benefits provided?

This policy indemnifies you against all sums for which you shall be liable to pay compensation to your employees for personal injury sustained by accident or disease arising out of and in the course of his/her employment under:

- The Workmen's Compensation Act 1952, and all subsequent amendments, or
- At Common Law. The standard common law cover is RM1,000,000.00
- In addition, all costs and expenses incurred with the written consent of the company in defending any claim for such compensation.

Duration of cover is One year (except for project related risks). You need to renew your insurance policy annually.

## 3. How much premium do I have to pay?

The total premium that you have to pay may vary depending on the Estimated Annual Earnings or Wage roll declared to us, the Common Law Limit required, the nature of occupation of the employees insured and our underwriting requirements.

## 4. What are fees and charges that I have to pay?

**The fees and charges that you will have to pay are:**

- Service Tax is chargeable on the premium at the prevailing rate, where applicable
- Stamp Duty of RM10.00
- Agent's Commission (if any) which is 25% of the premium

## 5. What are some of the key terms and conditions that I should be aware of?

Some of the key terms and conditions that you should be aware of are:

### • **Duty of disclosure**

You must give all the facts in your application form fully and faithfully otherwise your policy may be void.

### • **Change in Risk**

You must inform us or your agent in writing on any material changes during the policy period so that the necessary amendments are endorsed into your policy.

- **Duty of Assured**

You shall take reasonable precautions to prevent accidents and disease and shall comply with all statutory obligations.

- You must maintain proper records of each employee and declare to the company their wages and earnings truthfully, otherwise in the event of a claim, the average condition in the policy shall apply.
- You should not admit, offer, promise or pay the claimant without our written consent.

- **Premium Warranty**

Except for projects risk where period of cover could be less than 60 days, the annual policy is subject to Premium Warranty. Please ensure to pay your premium within 60 days from the policy inception date.

## 6. What are the major exclusions under this policy?

**This insurance does not cover:**

- Any employee who is not a “workman” within the meaning of the Law(s)
- Your liability to employees of Contractors.
- Any injury by accident or disease sustained outside the Territorial Limit
- Any liability assumed by agreement
- Any injury by accident or disease attributable to war, nuclear weapons material, ionizing, radiations or contamination by radioactivity from any nuclear fuel
- Any liability of whatsoever nature attributable directly or indirectly to HIV (Human Immunodeficiency Virus) and/or any HIV related illness including AIDS and/or any mutant derivatives or variations thereof.

(Note : This list is non-exhaustive. Please refer to the policy contract for the full list of exclusions under this policy.)

## 7. Can I cancel my policy and how do I cancel it?

You may cancel your policy at any time by giving written notice to us. Upon cancellation, you are entitled to a refund of the premium less premium based on our short period rates for the period of the policy which has been in force, subject to the minimum premium to be retained by us. No refund premium is allowed if there is a claim under the policy.

## 8. What do I need to do if there are changes to my contact details?

It is important that you inform us of any changes to your contact details. This is to ensure that all the correspondence will reach you in a timely manner.

## 9. Where can I get further information?

Should you require additional information about this product or any other types of insurance products, you may contact us directly or any of our branches or your insurance agent at your convenience. Alternatively, you may visit our website at [www.tuneprotect.com/my](http://www.tuneprotect.com/my)

## 10. Tune Insurance Malaysia Berhad contact details

Tune Insurance Malaysia Berhad  
Level 9, Wisma Capital A, No 19, Lorong Dungun,  
Damansara Heights, 50490 Kuala Lumpur

**Telephone** 1800 88 5753  
**Fax** +603 2094 1366  
**Email** [hello.my@tuneprotect.com](mailto:hello.my@tuneprotect.com)



### IMPORTANT NOTE

YOU MUST ENSURE THAT YOUR PROPERTY IS INSURED AT THE APPROPRIATE AMOUNT. YOU SHOULD READ AND UNDERSTAND THE INSURANCE POLICY OR CONTACT THE INSURANCE COMPANY DIRECTLY FOR MORE INFORMATION.