



Tune Protect Malaysia

Tune Insurance Malaysia Berhad

Company No.: 197601004719 (30686-K)

Head Office

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SST Registration No.: W10-1808-31039805

General Workers Personal Accident Insurance Policy

This is **Your** General Workers Personal Accident Policy. Please read it carefully and if **You** find any information contained herein as incorrect, immediately return it to **Us** for correction.

Your Policy comprises this document, the **Policy Schedule** and any endorsement. They should be read as one document and any word or expression which has a particular meaning shall have the same meaning wherever it may appear throughout the Policy.

The written proposal and the declaration submitted by **You** shall form the contract of this insurance. The conditions appearing in this Policy or in any endorsement are part of this contract and must be complied with by **You** and/or the **Insured Person** before **We** pay a claim.

Consumer Insurance Contract

Pursuant to Paragraph 5 of Schedule 9 of the Financial Services Act 2013, if the Insured Person applied for this Insurance wholly for **purposes unrelated to the Insured Person's trade, business or profession**, the Insured Person—had a duty to take reasonable care not to make a misrepresentation in answering the questions in the proposal form and where required by the Company, fully and accurately. The Insured Person shall also disclose any other matter that he/she knows to be relevant to the Company's decision in accepting the risks and determining the rates and terms to be applied. If the Insured Person fails to make such required disclosure, the contract may be avoided, claim denied or reduced, terms changed or varied, or contract terminated. **This duty of disclosure continued until the time the contract was entered into, varied or renewed**

Non-Consumer Insurance Contract

Pursuant to Paragraph 4(1) of Schedule 9 of the Financial Services Act 2013, if the Insured Person applied for this Insurance for **purposes related to the Insured Person's trade, business or profession**, the Insured Person had a duty to disclose any matter that the Insured Person knows to be relevant to the Company's decision in accepting the risks and determining the rates and terms to be applied and any matter a reasonable person in the circumstances could be expected to know to be relevant, otherwise it may result in avoidance of contract, claim denied or reduced, terms changed or varied, or contract terminated. **This duty of disclosure continues until the time the contract was entered into, varied or renewed.**

The Insured Person also has a duty to notify the Company immediately if at any time, after this Policy Contract has been entered into, varied or renewed with the Company, any of the information given for this Policy Contract is inaccurate or has changed.

DEFINITIONS

The following definitions apply:

“Accident/Accidental” shall mean a sudden, unforeseen and fortuitous external event occurred during the period of insurance.

“Accidental Death” shall mean any death that is due to an **Accident** and not from any natural causes.

“Bodily Injury” shall mean injury suffered by the **Insured Person** caused solely and directly by **Accidental** means and shall exclude injury caused by sickness, disease or medical disorder.

“Hospital” shall mean an establishment lawfully constituted and registered as a **Hospital** for the care and treatment of sick and injured persons, and which:

- (a) has facilities for diagnosis and major surgery;
- (b) provides a 24-hour daily nursing service by registered and graduate nurses;
- (c) is under the supervision of one or more **Physicians**; and
- (d) is not primarily a clinic, a place for alcoholics or drug addicts, a nursing, rest or convalescence home or a home for the aged or similar establishments.

“Insured Person” shall mean the person in your immediate employment and as the **Insured Person** named in the **Policy Schedule**.

“Loss” as used in reference to limbs shall mean physical severance or total and irrecoverable **Loss** of use.

“Medical Expenses” shall mean expenses paid by the **Insured Person** to a **Medical Practitioner**, medical clinic, nurse, **Hospital** and/or ambulance services for medical, medical report, surgical, X-ray, **Hospital** or nursing treatment including the cost of medical supplies, ambulance hire, cost of **Dental Treatment** and physiotherapy treatment due to accident.

“Paralysis” means a loss of the ability to move or loss or impairment of voluntary movement in a body, caused by injury of the nerves, brain, or spinal cord.

“Policy Schedule” means the Policy Schedule containing You and Insured Person details, Benefits and Sum Insured of cover, and **Period of Insurance**. The Schedule forms part of this Policy.

“Permanent Disablement” shall mean a **Bodily Injury** which:

- (a) falls into any of the injuries listed under Benefit 2 in the Scale of Benefits payable in Percentage; and
- (b) where applicable, has lasted for a continuous period of twelve (12) calendar months from the date of the **Accident** with no hope of improvement at the end of that period.

“Permanent Total Disablement” shall mean an injury suffered by the **Insured Person** resulting in the **Insured Person** being permanently bedridden or causing permanent disablement from gainful employment of any kind and is medically certified by a legally qualified Medical Practitioner as beyond hope of improvement or recovery by surgical or other treatment and will continue for the remainder of the **Insured Person's** life.

"Period of Insurance" shall mean the period specified in the Policy Schedule, on a 24- hour basis and during which the **Insured Person** is in **Your** immediate employment or until the cessation of the employment whichever is the earlier.

"Pre-existing Conditions" shall mean -physical or mental defect or infirmities that the **Policyholder/Insured Person** has reasonable knowledge of. The **Policyholder/Insured Person** may be considered to have reasonable knowledge of a pre-existing condition where the condition is one for which:-

- a) the **Insured Person** had received or is receiving treatment;
- b) medical advice, diagnosis, care or treatment has been recommended;
- c) clear and distinct symptoms are or were evident; or
- d) its existence would have been apparent to a reasonable person in the circumstances.

"We/Us/Our/the Company" shall mean TUNE INSURANCE MALAYSIA BERHAD.

"You/Your/Yours/Policyholder/Insured" shall mean the person named as employer in the Policy Schedule.

The territorial limit of this policy is within **Malaysia** only.

ELIGIBILITY

Persons eligible for coverage under this Policy are:

- (i) present and full-time workers of the **Policyholder**, who are actively engaged at their usual work
- (ii) aged between 18 and 65 years old at the date of his/her inclusion in this Policy; and
- (iii) he/she is free from physical deformity

SCHEDULE OF BENEFITS

No.	Benefits	Sum Insured (RM)
1	Accidental Death	30,000.00
2	Permanent Disablement	30,000.00
3	Medical and Surgical Expenses (aggregate limit per worker)	Up to 1,500.00
4	Bereavement Allowance	5,000.00

DESCRIPTION OF BENEFITS

BENEFIT 1 – ACCIDENTAL DEATH

Death occurring within twelve (12) calendar months of **Bodily Injury** due to an accident.

BENEFIT 2 – PERMANENT DISABLEMENT

Permanent Disablement occurring within twelve (12) calendar months of **Bodily Injury** due to an accident. The -percentages of sum insured are as stated in the scale under the Scale of Benefits.

SCALE OF BENEFITS

Benefit	Percentage of Sum Insured Payable
2.00 Accidental Death	100%
2.01 Loss of two limbs	100%
2.02 Loss of both hands or of all fingers and both thumbs	100%
2.03 Total loss of sight of both eyes	100%
2.04 Total paralysis	100%
2.05 Injuries resulting in being permanently bedridden	100%
2.06 Any other injury causing permanent total disablement	100%
2.07 Loss of arm at shoulder	100%
2.08 Loss of arm between shoulder and elbow	100%
2.09 Loss of arm at elbow	100%
2.10 Loss of arm between elbow and wrist	100%
2.11 Loss of hand at wrist	100%
2.12 Loss of leg at hip	100%
2.13 Loss of leg between knee and hip	100%

2.14	Loss of leg below knee	100%
2.15	Loss of whole eye	100%
2.16	Loss of all sight in one eye	100%
2.17	Loss of sight except perception of light	50%
2.18	Loss of lens of one eye	50%
2.19	Loss of four fingers and thumb of one hand	50%
2.20	Loss of four fingers	40%
2.21	Loss of thumb - Both phalanges - One phalanx	25% 10%
2.22	Loss of index finger - Three phalanges - Two phalanges - One phalanx	10% 8% 4%
2.23	Loss of middle finger - Three phalanges - Two phalanges - One phalanx	6% 4% 2%
2.24	Loss of ring finger - Three phalanges - Two phalanges - One phalanx	5% 4% 2%
2.25	Loss of little finger - Three phalanges - Two phalanges - One phalanx	4% 3% 2%
2.26	Loss of metacarpals - First or second (additional) - Third, fourth or fifth (additional)	3% 2%
2.27	Loss of toes - All - Great, both phalanges - Great, one phalanx - Other than great, if more than one toe lost, each	15% 5% 2% 1%
2.28	Loss of hearing of - Both ears - One ear	75% 15%
2.29	Loss of speech	50%

Note:

1. Where a disablement is not specified in the above Benefits, **We** shall have the absolute discretion to determine the percentage of compensation payable.
2. The aggregate of all percentages payable in respect of any one accident shall not exceed 100%. In the event of a total of 100% having been paid during the period of this Policy, all insurance hereunder shall immediately cease to be in forced. All other losses lesser than 100% if having been paid shall reduce the coverage of Benefit 1 and 2 by that amount from the date of Accident until the expiry of this **Policy**.

BENEFIT 3 – MEDICAL AND SURGICAL EXPENSES

We shall reimburse the actual, necessary and reasonable medical, hospital or surgical expenses incurred in the treatment of injuries resulting from an accident, provided such treatment is received from a qualified medical practitioner or whilst confined in a government hospital/government clinic/ or licensed private hospital or clinic.

In the event of treatment obtained from a private hospital/private clinic, the benefit granted under this section shall be limited to RM 80 per accident. All treatment including specialist treatment must be prescribed or referred by a **Medical Practitioner, Surgeon or Physician** in order for expenses to be reimbursed.

BENEFIT 4 – BEREAVEMENT ALLOWANCE

We shall pay a Bereavement Allowance of RM5,000 in the event of **Accidental Death** of the **Insured Person**.

EXTENSION OF COVERAGE

1. Strike Riot and Civil Commotion

This policy is extended to cover **Bodily Injury** sustained by the **Insured Person** caused by Strike, Riot and Civil Commotion, not amounting to the proportion of popular uprising except in so far as the **Insured Person** himself is actively participating when this extension shall become null and void.

2. Sports Activities (Amateur)

This Policy is extended to cover **Bodily Injury** sustained by **Insured Person** whilst engaged in indoor or outdoor sports as an amateur except those excluded under Exclusions 10 of this Policy.

3. Death by Accidental Drowning

This Policy is extended to cover death and/or **Bodily Injury** sustained by the **Insured Person** due to accidental drowning.

4. Snake/Insect Bite Except Dengue and Malaria

This Policy is extended to cover death, permanent disablement or **Bodily Injury** to the **Insured Person** arising from harmful insect, snake and animal bites excluding Death or Permanent Disablement or **Bodily injury** arising from disease or illness caused by parasite, bacteria or viruses carried by insects such as mosquitoes and snake or animal.

5. Intoxication and Food Poisoning

This Policy is extended to cover **Bodily Injury** sustained by the **Insured Person** due to toxic condition which occurs suddenly in the event of inhaling, absorbing or taking accidentally and all at one time (excluding toxic conditions which occurs as a result of continuous inhaling, absorbing or taking) of poisonous gas or material outside the body including food poisoning of bacterial nature.

6. Unprovoked Murder and Assault Clause

This Policy is extended to cover murder, assault or any attempt threat but in no event shall this extension be operative if it is provoked by the **Insured Person**.

EXCLUSIONS APPLYING TO THE WHOLE POLICY

This Policy does not cover any **Bodily Injury, Death** or **Permanent Disablement** directly or indirectly caused by or in connection with any of the following:

1. War, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, mutiny or usurped power, military or popular uprising.
2. Insanity, suicide (whether sane or insane), intentional self-inflicted injuries or any attempt thereof.
3. Any form of disease, pre-existing condition; physical defect or infirmity infection or parasites and Acquired Immune Deficiency Syndrome (AIDS), AIDS Related Complex (ARC), Human Immunodeficiency Virus Infection (HIV), Hepatitis Non A or any condition directly or indirectly caused by, or associated with the human immunodeficiency syndrome (HIV) initially named HTLVIII or LAV or the mutants, derivatives or variations in any way related to Acquired Immune Deficiency Syndrome (AIDS) or AIDS related complex (ARC) or any syndrome or condition of a similar kind howsoever it may be named LSW584(11/93).
4. Intoxication by alcohol and drugs.
5. Childbirth, miscarriage, pregnancy or any complications thereof.
6. Provoked murder or assault.
7. While traveling in an aircraft as a member of the crew, except only as a fare-paying passenger in an aircraft licensed for passenger service.
8. While committing or attempting to commit any unlawful act or willful exposure to danger (other than in an attempt to save human life) and any act of acting on behalf or in connection with any organisation with activities of terrorism or violence.
9. While participating in any professional sports.
10. Martial arts, wrestling or boxing, hunting, aerial activities including ski-diving, parachuting and hang-gliding, bungee jumping, polo, steeple chasing, scuba diving, water skiing, ice skiing, underwater activities exceeding fifty (50) meter in depth, rock climbing, mountaineering involving the use of ropes or mechanical guides.
11. Ionisation, radiation or contamination by radioactivity, nuclear weapons material.
12. Riding on motorcycle without a valid driving licence to ride and or is not qualified to hold or obtain a valid driver's license under the Road Transport Act 1987 or obtained such a license to ride under any required laws, by laws and regulations and riding on motor scooter, moped or mechanically assisted pedal cycle (whether as driver or passenger) for sports, exhibition, competition or racing.
13. Acts of Terrorism which including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public in fear.

PROVISIONS

1. Unless otherwise agreed and endorsed hereon compensation payable in respect of Death and Permanent Disablement occurring whilst the number of **Insured Person** are to the **Your** knowledge traveling in the same conveyance shall be limited to a maximum of RM3,500,000.00. In the event the aggregate exceeds the said amount, **-We** shall settle the claims of the respective **Insured Person** on proportionate basis.
2. Compensation shall only be payable when the claims are proven to **Our** satisfaction of the **Company**.

CONDITIONS APPLYING TO THE WHOLE POLICY

1. Condition Precedent To Liability

The due observance and fulfillment of the terms, provisions and conditions of this Policy by **You** and each **Insured Person** in so far as they relate to anything to be done or not to be done or complied with by them shall be conditions precedent to any liability of **Ours**.

2. Notice

Every notice or communication to **Us** shall be in writing and sent to **Us**. No alterations in the terms of this Policy, nor any endorsement thereon, will be held valid unless the same is signed or initialed by **Our** authorised representative.

3. Misstatement Or Omission Of Material

Subject to the relevant duty of disclosure of the **Insured Person**, **We** shall not be liable if there be any misstatement in or if a material fact has been omitted from the proposal form.

4. Change Of Address Or Particulars

You shall give immediate notice to **Us** of any change in **Your** or **Insured Person's** occupation, business, duties or pursuits and pay any additional premium that may be required by **Us**. Before each renewal of the Policy, **You** must notify **Us** in writing of any injury, disease, physical defect or infirmity by which **You / the Insured Person** has been affected or has knowledge of.

5. Alterations

We reserve the right to amend any terms and conditions of this Policy and such alteration to this Policy shall be valid if authorised by **Us** and endorsed hereon. **We** may by notice in writing to **You** under registered letter to **Your** last known address giving seven (7) days' notice of any alterations to this **Policy**.

6. Cancelling the Policy

(a) Cancellation by **You**

You may give **Us** notice **in writing** to terminate this **Policy**, such termination shall become effective on the date the notice is received by **Us** or on the date specified in such notice. In the event the premium has been paid for any period beyond the date of cancellation of this Policy, **We** shall refund **You** short period rates shall apply provided that no claim has been made during the current Period of Insurance.

Percentage of Annual Premium to be charged as follows:

- 2 Months (Minimum) 40%
- 3 Months 50%
- 4 Months 60%
- 5 Months 70%
- 6 Months 75%
- Over 6 Months 100%

(b) **We** may give **You** 14 days notice of termination by registered post to **Your** last known address. In the event the premium has been paid for any period beyond the date of cancellation of this Policy, **We** shall refund **You** the pro-rata premium provided that no claim has been made during the current Period of Insurance.

(c) Automatic Cancellation

- (i) Upon the termination of the employment contract between the **You** and the **Insured Person's** named in the Schedule, OR
- (ii) When the **Insured Person** attains the age of 65 year
- (iii) Immediately after admission of 100% liability for an admitted claim by the **Us**; or
- (iv) In the event of any fraud in the procurement of this insurance or in deriving any benefits hereunder.

7. Anti-Bribery And Corruption

You shall comply, and/or shall procure or ensure that Your directors, employees, subcontractors, agents or other third parties comply, with all applicable anti-corruption laws and regulations and any relevant anti- corruption policies and documents provided by Us and have in place adequate controls and procedures to prevent corruption.

In the event of a breach by You, We shall be fully entitled to terminate the Policy without any liability howsoever with written notice with immediate effect. You shall hold the Company harmless from any cost, expenses, claim, liability, fine or penalty, as a result of any breach of this Clause by You, Your directors, employees, subcontractors and/or agents.

8. Making a Claim

In the event of a claim:

- (a) **You** must notify **Us** within thirty (30) days of the **Accident**, complete **Our** claim form and at your own expense, furnish **Us** with all information, medical and other certificates and evidence which may be reasonably required to assess the claim.
- (b) All certificates, information and evidence required by **Us** must be at the expense of the claimant in the form prescribed by **Us**.
- (c) In the event of **Death** of the **Insured Person**, **We** shall be entitled to have a post-mortem examination and notice shall When practicable be given to **Us** before interment or cremation stating the time and place of any inquest appointed.
- (d) Written notice stating details of the claim together with the relevant documents shall be given to **Us** within fourteen (14) days from the notification date

9. Currency Exchange Rates

All Benefits under this Policy are payable in Malaysian Ringgit. In the event that the **Insured Person** shall be admitted into a hospital and/ or receive medical treatment outside Malaysia and render bills in a currency other than Malaysian Ringgit, **We** shall indemnify **You** Malaysian Ringgit based on the quoted exchange rate (open market rate if a free market, official rate if not a free market) at the date the **Insured Person** is discharged from **Hospital**.

10. Applicable Law

This Policy and all rights, obligations and liabilities arising hereunder, shall be construed and determined and may be enforced in accordance with the laws of Malaysia and the Malaysian courts shall have exclusive jurisdiction hereto. No action at law or in equity shall be brought to recover on this Policy prior to expiration of sixty (60) days after written proof of loss has been furnished in accordance with the requirements of this Policy.

11. Policy Renewal

This Policy shall not be renewable when the **Insured Person** attains the age of sixty-five (65) years. Premium rates are not guaranteed. We reserve the right to revise the premium at the time of renewal based on the Policy claims experience. The revision could arise from the deterioration in claims experience or changes in benefits. These conditions are not exhaustive, and the premium rates may be reviewed under other justified circumstances. **We** are not obliged to accept any renewal Premium or to send **You** notice of any renewal Premium becoming due.

12. Premium Warranty

It is fundamental and absolute special condition of this Policy that the premium due must be paid and received by **Us** within sixty (60) days from the inception date of this - Policy/endorsement/ renewal certificate.

If this condition is not complied with then this Policy is automatically cancelled and We shall be entitled to the pro rata premium on the period they have been on risk. Where the premium payable pursuant to this warranty is received by **Our** authorised agent, the payment shall be deemed to be received by **Us** for the purposes of this warranty and the onus of proving that the premium payable was received by a person, including an insurance agent, who was not authorised to receive such premium shall lie on **Us**.

13. Automatic Addition and Deletion Clause

This Policy is extended to cover any addition or deletion of **Insured Person** provided that the **Insured** shall declared to **Us** such **Insured Person** within thirty (90) days from the date of commencement or termination of employment.

14. TAX CLAUSE

Tax will be charged for all taxable general insurance policies and the customer's obligation to pay service tax and any other taxes imposed by the relevant authorities from time to time, if any, shall form part of the Terms and Conditions of this policy in accordance with the applicable laws and regulations passed by the Government of Malaysia, including all amendments and modifications made from time to time in force.

15. Sanction Limitation And Exclusion Clause (SANC)

At the sole discretion of the **Company**, the **Company** shall not be deemed to provide cover and shall not receive any payment(s) under the Policy; or be liable to pay any sums (including but not limited to payment of claims, refund of premiums, surrender or cancellation payments); or provide any benefit under the Policy; to the extent that the provision of such cover, payment of such sum or provision of such benefit would expose the **Company** to any sanction, prohibition or restriction under any laws and/or regulations, administered by any governmental, regulatory or competent authority, or any law enforcement in any country.

NOTICE

For all intents and purposes where there is a conflict or ambiguity as to the meaning in the Bahasa Malaysia provisions of any part of the Contract, it is hereby agreed that the English version of the Contract shall prevail.

This policy and its conditions should be examined and if incorrect, return at once for alteration.

IMPORTANT NOTICE

Every effort will be made by our company to fulfill our obligation under the Policy. If you are unhappy or dissatisfied with our service or have any complaints, you may call or write to us at:-

Tune Insurance Malaysia Berhad

Complaints Unit
Level 9, Wisma Capital A,
No. 19, Lorong Dungun,
Damansara Heights,
50490 Kuala Lumpur.
Tel: 1800 88 5753
Fax: 603-2094 1366
Website: www.tuneprotect.com
Email: hello.my@tuneprotect.com

If you are not satisfied with the response of our decision of our Company, you may submit your complaint either to The Ombudsman for Financial Services (OFS) or to Bank Negara Malaysia (BNM).

The following are the contact details for OFS and BNM:

Ombudsman for Financial Services (OFS)

Level 14, Main Block,
Menara Takaful Malaysia,
No. 4, Jalan Sultan Sulaiman,
50000 Kuala Lumpur.
Tel: 03-2272 2811
Fax: 03-2272 1577
Email: enquiry@ofs.org.my
Website: www.ofs.org.my

OR

Laman Informasi Nasihat dan Khidmat (LINK)

Pengarah

Jabatan LINK & Pejabat Wilayah
Bank Negara Malaysia
P.O.Box 10922
50929 Kuala Lumpur
Tel: 1-300-88-5465
Fax: 03-21741515
Email: bnmtelelink@bnm.gov.my