

## TUNE PROTECT MALAYSIA

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**SST Registration No. W10-1808-31039805**



**STAMP DUTY**

## ENHANCED HOUSEOWNERS/HOUSEHOLDERS

### HOME SHIELD Insurance Policy

## OUR AGREEMENT

### Applicable for Consumer Insurance Contracts

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 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**.

### Applicable for Non-Consumer Insurance Contracts

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**. In the event of any pre-contractual misrepresentation made in relation to **Your** answers or in any disclosures made by **You**, it may result in avoidance of **Your** contract of insurance, refusal or reduction of your claim(s), change of terms or termination of **Your** contract of insurance.

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

## WHAT MAKES UP THIS POLICY

Insurance does not cover **You** against everything that can happen.

Please **read Your policy** carefully to make sure **You** understand what it covers, the terms and conditions applicable and make sure You are satisfied with this insurance.

**The heading does not form part of the policy wording.**

The **Policy**, **Schedule** and **Endorsements** must be read together as they form **Your** insurance contract.

This **Policy** sets out what **You** are insured for as shown on the **Schedule** and the circumstances where **You** are not protected or covered.

Some words and expressions have been printed out in **bold** because they have been given specific meaning in the **Policy**. **You** will find their meaning in the Glossary.

The coverage provided under this **Policy** is subject to **You** fully observing and fulfilling the terms, provisions, **Endorsements** and clauses of the **Policy**.

## YOUR DUTY TO INFORM US

### Duty of Disclosure

#### Applicable for Consumer Insurance Contracts

Where **You** have applied for this Insurance wholly for purposes unrelated to **Your** trade, business or profession, **You** had a duty to take reasonable care not to make a misrepresentation in answering the questions in the Proposal Form (or when **You** applied for this insurance) i.e. **You** should have answered the questions fully and accurately. Failure to have taken reasonable care in answering the questions may result in avoidance of **Your** contract of insurance, refusal or reduction of **Your** claim(s), change of terms or termination of **Your** contract of insurance in accordance with the remedies in Schedule 9 of the Financial Services Act 2013. **You** were also required to disclose any other matter that **You** knew to be relevant to our decision in accepting the risks and determining the rates and terms to be applied.

**You** also have a duty to tell us immediately if at any time after **Your** contract of insurance has been entered into, varied or renewed with **Us** any of the information given in the Proposal Form (or when **You** applied for this insurance) is inaccurate or has changed.

#### Applicable for Non-Consumer Insurance Contracts

Where **You** have applied for this Insurance wholly for purposes related to **Your** trade, business or profession, **You** had a duty to disclose any matter that **You** know to be relevant to our 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 **Your** contract of insurance, refusal or reduction of **Your** claim(s), change of terms or termination of **Your** contract of insurance.

**You** also have a duty to tell **Us** immediately if at any time after **Your** contract of insurance has been entered into, varied or renewed with **Us** any of the information given in the Proposal Form (or when **You** applied for this insurance) is inaccurate or has changed.

### Notice of Other Insurances

**You** must inform **Us** of any other insurance that **You** have bought at the time of purchasing this insurance, and also during the **period of this insurance**, covering any of the same property insured under this **Policy**.

Such notice shall be given and endorsed by **Us** in this **Policy** before the **occurrence** of any loss or damage.

## INSURING CLAUSE

(Applicable for SECTION 1 – HOUSEOWNER AND SECTION 2 – HOUSEHOLDER)

We will insure the **Building** and/or **Contents** as shown on the **Schedule** during the **Period of Insurance**.

This cover will be given on the basis that **You** agree to pay **Us** the **Premium** for the cover.

In respect of **Insured events** occurring during the **Period of Insurance** and subject to the limitations, exceptions and conditions contained or endorsed in the **Policy**, **We** will, by payment or by reinstatement or repair, indemnify **You** against loss or damage to the property insured as mentioned in the **Schedule**.

This **Policy** insures **You** up to the amount of the **Sum Insured** as stated in the **Schedule** for loss or damage to **Your Building** and/or **Your Contents** caused by an **Insured event**.

**Your Schedule** will show if **You** have insured **Your Building**, **Your Contents** or both.

### Applicable for SECTION 1 - HOUSEOWNER

#### YOUR BUILDING

“**Building**” means buildings of a **Private Dwelling House** at the **Premises** and includes:

- all domestic offices, stables;
- garages and outbuildings on the same **Premises** used solely in connection to it and on the same **Premises**;
- **fixtures** and **fittings**;
- walls, gates and fences around the **Premises**.

“**Private Dwelling House**” means the building used for private dwelling and shall also refer to buildings of Flats and Apartments. When Blocks of Flats or Apartments are insured, Private Dwelling House will refer to such Flats or Apartments used for private dwelling.

### Applicable for SECTION 2 - HOUSEHOLDER

#### YOUR CONTENTS

“**Contents**” means Household goods and **Personal Effects** of every description, belonging to **You** or any member of **Your Family** normally residing with **You**, contained in the **Private Dwelling House**, Flat or Apartment and all domestic offices, stables, garages and out-buildings, used solely in connection to it, on the same **Premises** specified on the **Schedule**.

Covered	Not Covered
<p>The cover for the Contents is limited to:</p> <p>a) <b>No one article (furniture, pianos, organs, household appliances, radios, television sets, video recorder sets, Hi-Fi equipment not included) shall be of greater value than five (5) percent of the Total Sum Insured on Contents, unless such article is specially declared as a separate item;</b></p> <p>b) <b>Total value of platinum, gold and silver articles, jewellery and furs shall not exceed one third of the Total Sum Insured on Contents.</b></p>	<p>The cover for the Contents will not include:</p> <p>a) Part of the structure or ceiling, wallpapers or anything similar;</p> <p>b) Property insured under more specific policies;</p> <p>c) Deeds, bonds, bills of exchange, promissory notes, cheques, securities for money, stamps, documents of any kind, cash, currency notes, bank notes, manuscripts, medals and coins, motor vehicles and accessories or livestock</p>

## APPLICABLE WARRANTIES

(Applicable for SECTION 1 – HOUSEOWNER AND/OR SECTION 2 - HOUSEHOLDER)

This Policy is subject to the following Warranties:

### (A) RESTRICTION OF MERCHANDISE WARRANTY

No part of the Premises should be used for the manufacture or deposit or storage of merchandise during the Period of Insurance.

### (B) PREMIUM WARRANTY

**Premium** due to **Us** must be paid and received by **Us** within sixty (60) days from the inception date of this **Policy/Endorsement/renewal** certificate.

If the condition is not complied with, this contract shall be automatically cancelled and **We** shall be entitled to the pro-rated **Premium** for the period **We** provided the cover.

Where the **Premium** payable is received by **Our** authorised agent, the payment is deemed to be received by **Us** for the purposes of this **Warranty**.

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 with **Us**.

## INSURING EVENTS

(Applicable for SECTION 1 AND/OR SECTION 2 – HOUSEHOLDER)

Covered	Not Covered
<p><b>We will provide cover for loss or damage to Your Building and/or Contents caused by any of the following perils:</b></p> <ol style="list-style-type: none"><li><b>Fire, Lightning, Thunderbolt, Subterranean Fire</b></li><li><b>Explosion</b></li><li><b>Aircraft and Other Aerial Devices and/or articles dropped therefrom</b></li><li><b>Impact to any of the:</b><ol style="list-style-type: none"><li><b>Private Dwelling House, by any road vehicle or animals not belonging to or under the control of:</b><ul style="list-style-type: none"><li>You; or</li><li>Your Family member.</li></ul></li><li><b>Block of Flats or Apartments, by any road vehicles or animals not belonging to or under the control of:</b><ul style="list-style-type: none"><li>You; or</li></ul></li></ol></li></ol>	<p><b>We will not provide cover for loss or damage to Your Building and/or Contents as follows:</b></p>



- Your agent or servant; or
- Any person resident in the Flats or Apartments.

5. **Bursting or Overflowing of Domestic Water Tanks, Apparatus or Pipes**

6. **Theft, but only if accompanied by actual forcible and violent breaking into or out of a building or any such attempt**

7. **Hurricane, Cyclone, Typhoon, Windstorm**

8. **Earthquake, Volcanic Eruption**

9. **Flood**

10. **Robbery & Hold Up in the Premises of your property**

(a) **The Excess amount stated on the Schedule.**

(b) **Destruction or damage occurring while the Private Dwelling House is left unoccupied.**

(a) **If the Private Dwelling House is unoccupied for more than ninety (90) days whether consecutively or not in any one Period of Insurance, the cover will be suspended unless agreed by Us by way of an Endorsement.**

(b) **Loss or damage due to theft by Your domestic servants or any member of Your Family.**

(a) **The Excess amount stated in the Schedule.**

(b) **Loss or damage to:**

- any building in the course of construction, reconstruction or repair, unless all outside doors, windows and other openings are complete and protected;**
- metal smoke stacks, awnings, blinds, signs and other outdoor fixtures or fittings including gates and fences.**

**The Excess amount stated in the Schedule.**

(a) **The Excess amount stated in the Schedule.**

**Loss or damage to Buildings caused by subsidence or landslip, except as a result of earthquake or volcanic eruption**

## ADDITIONAL BENEFITS

(Applicable for SECTION 1 – HOUSEOWNER AND/OR SECTION 2 – HOUSEHOLDER)

This refers to additional benefits provided to **You** without any **additional** premium, but which are subject to the terms and conditions of the Policy.

### Applicable for SECTION 1 - HOUSEOWNER

#### Safety Net

**We** will indemnify **You** in the event of loss or damage to **Your Building**, by the covered **Insured Events** as specified in Section 1, where the cost of repairing or rebuilding exceeds the **Sum Insured of Your Building**, we will pay up to a maximum of 110% of the **Sum Insured of Your building** for any one occurrence and in aggregate during the period of insurance, provided the **Sum Insured** is deemed adequately insured:

- i) by providing proof of documentation including but not limited to valuation report and or PIAM Building Cost Calculator printout at the time of purchase or
- ii) as ascertained by **Our** appointed adjuster

**We** will not cover for any alterations, additions and repair to **Your Building** during the currency of this policy which increases the Sum Insured of **Your Building**.

The additional cost of repairing or rebuilding **Your Building**, provided under this clause, will not be added to the **Total Sum Insured** of **Your Building** as stated in the **Schedule**.

### Applicable for SECTION 2 - HOUSEHOLDER

Applicable if **Your Policy** insures **Your Contents** only:

(A) Contents Temporarily Removed

What is Covered	What is not Covered
<p><b>You</b> are covered for an <b>Insured event</b> when the <b>Contents</b> are temporarily removed from <b>Your Private Dwelling</b>, but remaining within the <b>Geographical Area</b>, provided such <b>Contents</b> are not covered under another insurance policy.</p> <p>The limit of liability of this benefit is fifteen (15) percent of the Total <b>Sum Insured</b> on <b>Contents</b>.</p>	<ul style="list-style-type: none"> <li>a) <b>Contents</b> removed for sale or exhibition.</li> <li>b) <b>Contents</b> placed at furniture storage area.</li> <li>c) Losses due to <b>Insured event 7</b> (hurricane, cyclone, typhoon, windstorm), <b>Insured event 8</b> (earthquake, volcanic eruption) and <b>Insured event 9 (Flood)</b> whilst the <b>Contents</b> are in transit.</li> </ul>

(B) Breakage to Mirrors

What is Covered	What is not Covered
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**You** are covered for breakage of mirrors whilst in the **Private Dwelling**. The limit of liability is RM500.00 per piece any one accident.

a) Hand Mirrors

#### (C) Compensation for Death

What is Covered	What is not Covered
<p>You are covered against fatal injury (death) occurring in the <b>Private Dwelling House</b> due to external or visible violence caused by thieves or by fire, if the death occur within three (3) calendar months of such injury.</p> <p>If there are more than one (1) named insured, <b>We</b> will be liable for a pro-rate proportion of the compensation. For a Corporation, <b>You</b> must nominate a person or persons and lodge their name(s) with <b>us</b>.</p> <p>The limit of liability of this benefit is the sum specified on the <b>Schedule</b> or one-half of the Total <b>Sum Insured</b> on <b>Contents</b>, whichever is lesser.</p>	

#### (D) Servants Property

What is Covered	What is not Covered
<p><b>You</b> are covered for loss or damage caused by an <b>Insured event</b> to clothing and <b>personal effects</b> of <b>Your</b> domestic servant(s), who stay with <b>You</b> or <b>Your Family</b> within the <b>Geographical Area</b> as stated on the <b>Schedule</b>, provided such contents are not insured under another insurance policy</p>	<p>a) Cash, currency notes, bank notes and stamps.</p>

### Applicable for SECTION 1 – HOUSEOWNER AND/OR SECTION 2 – HOUSEHOLDER

Applicable if **Your Policy** insures either **Your Building** and/or **Contents**:

#### (E) Rent Insurance

What is Covered	What is not Covered
<p>As an owner, <b>You</b> are covered for loss of rent in the event <b>Your Private Dwelling House</b> as stated on the <b>Schedule</b> is no longer habitable, as a result of an <b>Insured event</b> for the period necessary for reinstatement.</p> <p>As an Occupier, <b>We</b> will pay for reasonable additional expenses incurred at a hotel, lodging house or boarding house, as a result of an <b>Insured event</b>, for the period necessary for reinstatement.</p>	

The total limit of liability shall not exceed ten (10) percent of the Total **Sum Insured** on **Buildings** and/or **Contents**.

This benefit is in additional to the Total **Sum Insured** as stated on the **Schedule**.

(F) Liability to the Public

What is Covered	What is not Covered
<p>We will indemnify <b>You</b> or Spouse <b>Your</b> legal liability in respect of <b>Accidents</b> or series of <b>Accidents</b> arising out of one <b>occurrence</b>, during the <b>period of insurance</b> to property or bodily injury to another person, who is not a member of <b>Your family, Household</b> or in <b>Your</b> service:</p> <p>a) Liability as owner of the insured <b>Building</b> caused by a defect in the buildings.</p> <p>b) Liability as an Occupier in respect of <b>Accidents</b> which occur in or about the <b>private dwelling house</b>.</p> <p>Our limit of liability shall not exceed the sum specified on the <b>Schedule</b>.</p> <p><b>We</b> will also indemnify <b>You</b> or Spouse:</p> <p>i) Legal costs and expenses recoverable from <b>You</b> or Spouse by any claimant, provided such legal cost and expenses were incurred before the date <b>We</b> shall have paid or offered to pay the full amount of the claim or the total amount recoverable in respect of any one <b>occurrence</b>.</p> <p>ii) Legal costs and expenses incurred by <b>You</b> or Spouse with <b>Our</b> consent.</p> <p>If <b>Buildings</b> are for Blocks of Flats or Apartments, Our <b>indemnity</b> to <b>You</b> is restricted to <b>Your</b> legal liability for claims made on <b>You</b> as owner of the <b>Building</b>, as specified on the <b>Schedule</b>, but not as a resident occupying any part of the insured <b>Building</b> in respect of any <b>Accident</b> occurring during the <b>period of insurance</b>.</p> <p><b>We</b> will indemnify <b>Your</b> personal representative in the event of <b>Your</b> death, in respect of the liability incurred by <b>You</b> or Spouse, provided the personal representative observes and</p>	<p>a) Any claims brought against <b>You</b> or Spouse, in any country in courts outside Malaysia.</p> <p>b) All legal costs and expenses which are not incurred in or recoverable in Malaysia.</p> <p>c) <b>We</b> shall not be liable for injury or damage arising out of or incidental to:</p> <ul style="list-style-type: none"> <li>▪ Ownership, possession or use by or on behalf of <b>You</b> or Spouse of any lift, vehicle, vessel or craft of any kind;</li> <li>▪ The carrying out of alterations, additions, repairs or decorations to <b>Your</b> buildings;</li> <li>▪ Damage to property by subsidence fire or explosion (other than explosion of any domestic boiler fitted in an individual flat or apartment in the insured Buildings), for insurance for Private Flats or Apartments;</li> <li>▪ Any contractual agreement;</li> <li>▪ Asbestos or exposure or potential exposure to asbestos, any actual or alleged asbestos related injury or damage involving the use, presence, existence, detection, removal, elimination or avoidance of asbestos;</li> <li>▪ Any part of the insured <b>Buildings</b> used in connection with <b>Your</b> profession or business.</li> </ul>

fulfils and is subject to the terms, conditions and limitations of the **Policy**.

(G) Water Bill Reimbursement

What is Covered	What is not Covered
<b>We</b> shall reimburse <b>You</b> in respect of the increased in Water Bill arising from an unexpected burst pipes(s) at <b>Your Building</b> up to the limit stated in the <b>Schedule</b> .	a) Destruction or damage occurring while the <b>Private Dwelling House</b> is left unoccupied b) Malfunction of water meter

## INSURING CLAUSE

### Applicable for SECTION 3.1 – OPTIONAL ADD-ON COVERS –LANDLORD INSURANCE PACK

**We** shall pay **You** up to the sum insured as stated in the **Policy Schedule** for **Your** loss of rent in the event:

**i. Loss of rental income due to tenant runaway**

**Your** tenant permanently departs from the **Premises** during the **Period of Insurance** without providing written or verbal notice of departure, as required under the current lease, or rental agreement or without any intention of returning.

This benefit can only claim up to twice for every 12 months.

**ii. Loss or Damage due to malicious act**

**We** will reimburse **You** for the amount incurred for losses or damages to your contents of the Premises caused by **Your** tenant due to malicious acts.

This benefit excludes losses or damages resulting from:

- a) The cost of cleaning and painting unless: -
  - i. A physical structural damage was caused to **Your** building.
  - ii. The building was vandalised by graffiti, which we agree necessitates such cleaning and painting.
- b) Vandalism to the contents of **Your** building which are in residential common areas;
- c) Wear and tear of **Your Building**.
- d) Any occurrence mentioned in General Exclusion (a).

This benefit is limited to the sum as stated in the **Policy Schedule** during the **Period of Insurance**.

**iii. Legal Fees for Letter of Demand**

**We** will also reimburse the reasonable legal fees incurred for issuance of a letter of demand by a lawyer in relation to non-payment of rent for overstaying or due to default rental or **Your** tenant run away.

This benefit is limited to the sum as stated in the **Policy Schedule** during the **Period of Insurance**

#### iv. Unoccupancy of 90 days

- (a) Loss or damage of theft or burglary happening whilst **Your** Premises have been left unoccupied for a continuous period not exceeding ninety (90) consecutive days and nights in excess of ninety (90) days of Section 2 - Householder (Content).

or

- (b) Loss or damage of theft or burglary happening whilst **Your** Premises have been left unoccupied for a continuous period not exceeding ninety (90) consecutive days and nights.

#### Special conditions applying to this Section:-

- (a) **We** will not pay any claim under this cover unless **You** have a written lease or rental agreement in place from the time **Your** tenant takes up residence.
- (b) Under tenancy agreement, **Your** tenant has the duty to make payment promptly as per the tenancy agreement. **You** may attempt demand from **Your** tenant in the event **Your** tenant failed to make payment and runaway. Upon failure to demand from **Your** tenant, **You** then shall proceed to file a claim.
- (c) **You** have to show proof of rental losses or the letter of demand to proof if the outstanding amount is stated therein.
- (d) **We** only cover Parties named in the schedule unless otherwise stated in the relevant policy schedule as being a person entitled to cover.
- (e) A claim must be supported with a police report.
- (f) **We** will pay **Your** rent default equal or less than the actual monthly rent at the date of payment of the claim less any month rental deposit.
- (g) Section 3.1 (ii) is conditional upon Section 3.1 (i) taking place.

We shall not pay **You** in respect of: -

- (a) consequential loss or damage of any kind except Section 3.1 (i) of this Section.
- (b) any of **Your** liability which attaches by virtue of an agreement, but which would not have attached in the absence of such agreement; and
- (c) judgements which are not in the first instance delivered by or obtained from a court of competent jurisdiction within Malaysia.
- (d) loss or damage arising from **Wear and Tear**, depreciation, gradual deterioration, mildew, moth, vermin or in connection with any process of cleaning, dyeing, repairing restoring or renovating any of **Your** Premises.
- (e) the scratching or denting of any article or cracking and/or breakage of glass, or lenses, china, earthenware, marble, gramophone records, tape recorder, compact disc, laser disc, clocks and/or other articles of brittle nature.
- (f) loss of or damage to deeds, bonds, bills or exchange, promissory notes, cheques, money, medals, coins, stamps or other documents of value.
- (g) any legal liability of whatsoever nature.

#### Applicable for SECTION 3.2 – OPTIONAL ADD-ON COVERS – MORTGAGE LOAN PROTECTION PACK

**We** will indemnify **You** the monthly loan installment of the insured **Building** in the event of:

- i) Loss or damage to **Your Building** by the covered **Insured Events** as specified in Section 1 (where the loss exceeds 15% of the Sum **Insured** of **Your Building** as ascertained by **Our** appointed adjuster) or

- ii) You are being evacuated by the local Authority from **Your Building**, due to the happening of an **Insured Event** that affects **You**, in excess of 72 hours



**We** will indemnify **You**, to cover the monthly loan installment amount due and payable under your **Mortgage Loan Agreement** only for the duration of repair work for the loss or damage to **Your Building** as determined by **Our** appointed adjuster or for the duration of **Your** evacuation exceeding 72 hours until clearance from the local Authority to end the evacuation, with a minimum one (1) monthly installment up to a maximum of six (6) monthly installments or the maximum indemnity limit based on the Plan selected, whichever lower.

and

- iii) Death or Permanent Disablement

**We** will indemnify **You** to cover the monthly loan installment amount due and payable under your **Mortgage Loan Agreement** as a consequence of **Accidental Death** or **Total Permanent Disablement** up to a maximum of six (6) monthly installments or the remaining loan balance or the maximum indemnity limit based on the Plan selected, whichever the lowest.

Any payment made under this section shall reduce the **Sum Insured** by that amount from the date of **Accident** until the expiry of the **Period of Insurance**. In the event of a total of one hundred per cent (100%) of the Sum Insured having been paid during the **Period of Insurance**, all coverage hereunder shall immediately cease to be in force.

**Benefits above are subject to the following:**

- a) Where the **Building** which is the subject matter of the **Mortgage Loan Agreement** is purchased under joint names with more than one (1) **Person**, each of the Persons shall be entitled to an equal proportion of the Sum Insured. In the event of Death or Total Permanent Disablement of one (1) of the **Person**, the claim payout shall be on a proportionate basis. (Applicable for benefit (ii) only)
- b) The coverage shall immediately cease to be in force once the Mortgage Loan is fully paid.
- c) This coverage will cease to apply in the event **You** dispose the **Building** which is the subject matter of the **Mortgage Loan Agreement**.
- d) The coverage (ii) is not applicable for company registered owner.

**Exception Applicable for SECTION 3.2 – OPTIONAL ADD-ON COVERS – MORTGAGE LOAN PROTECTION PACK**

This insurance does not cover death or any injury/disablement directly or indirectly caused by or in connection with any of the following:

- (a) War, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power;
- (b) Insanity, suicide (whether sane or insane), intentional self-inflicted injuries or any attempt thereof;
- (c) Any form of disease, infection or parasites and Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC) or Human Immunodeficiency Virus Infection (HIV).
- (d) Childbirth, miscarriage, pregnancy or any complications thereof;
- (e) Provoked murder or assault;
- (f) While travelling in an aircraft as a member of the crew, except only as a fare-paying passenger in an aircraft licensed for passenger service;
- (g) While committing or attempting to commit any unlawful act;
- (h) While participating in any professional sports;

- (i) Martial arts or boxing, aerial activities including parachuting and hang-gliding, underwater activities exceeding fifty (50) metres in depth, mountaineering involving the use of ropes or mechanical guides;
- (j) Racing (other than on foot), pace-making, speed or reliability trials;
- (k) Ionisation, radiation or contamination by radioactivity, nuclear weapons material;
- (l) Riding/driving without a valid driving licence (Provided Always That this will not apply if the Insured/Driver has an expired licence but is not disqualified from holding or obtaining such driving licence under the regulations of Malaysian Road Transport Department or any other relevant laws);

### Applicable for SECTION 3.3 – HOME CARE PACK

**We** shall compensate **You** the cost incurred for the events below occurring during the **Period of Insurance**:

#### i) Repair of Burst Pipe

**We** shall indemnify **You** in respect of the cost incurred in repairing or replacing the damaged or broken pipe(s), including wall hacking and/or patching as a result of an unexpected burst pipe(s) at **Your Building** up to the limit stated in the **Schedule**.

#### ii) Termite

**We** shall indemnify **You** in respect of the cost incurred in repairing or replacing the damaged fixtures or fittings caused by termites up to the limit stated in the **Schedule** provided:

- (a) the building has been treated with termite control treatment within the past 3 years and
- (b) inspected by professional pest control at least once annually to ensure that the building is not invaded by termites.

#### iii) Repair or Replacement of Doors, Locks and Windows

**We** shall indemnify **You** in respect of the cost incurred for repairing, changing or replacing the external doors, locks and windows or temporary repair caused by violence and forcible break-in or attempted break-in to **Your Building** up to the limit stated in the **Schedule**.

#### iv) Domestic Help Allowance

**We** shall indemnify **You** up to the limit stated in the **Schedule** for the expenses for engaging domestic help/cleaning services that was incurred within fourteen (14) days after the completion of the repair works as a result of **Insured Events** as per Section 1 and/or Section 2.

### Applicable for SECTION 3.4 – SMARTHOME DEVICES PROTECTION PACK

#### Destruction of or Damage to the Home Devices

**We** will reimburse **You** the cost of the **Insured Items** within the situated risk due to destruction of or damage caused by any accident or misfortune not specifically excluded under this section.

#### “Insured Items”

**Smart devices** which are generally connected to other devices or networks via different wireless protocols that can operate to some extent interactively and autonomously.

We shall not provide coverage for:

- a) games consoles, audio/visual equipment, laptops, tablets or computer equipment which are designed to be portable;
  - i) digital/video cameras, satellite navigation systems, radio transmitters, mobile phones and hearing aids;
  - ii) any loss or damage that is not the direct result of the insured incident itself;
  - iii) loss or damage that happens after the home has been left unoccupied for more 60 days;
  - iv) loss or damage caused by:
    - fitting a battery incorrectly
    - the process of cleaning, washing, repairing or restoring any item
    - electrical or mechanical breakdown
    - weather conditions, moth, vermin, insects, fungus, damp, rust, wet or dry rot
    - chewing, scratching, tearing or fouling by domestic animals
    - paying guests or happening while the home or any part of it is lent, let or sublet

This section shall be limited to the sum as stated in the **Policy Schedule** during the **Period of Insurance** subject to a limit of RM2,000 per article.

**We** shall not pay **You** in respect of: -

- (a) any accident, loss, damage, expense, liability or bodily injury occasioned by or through or in consequence directly or indirectly of confiscation, commandeering, requisition or destruction of or damage to the Premises insured by order of the Government de jure or de facto or any public, municipal or local authority of the area in which the Premises is situated;
- (b) any accident, loss, damage, expense, liability or bodily injury directly or indirectly caused by or arising from or in consequence of or contributed to by:
  - (i) nuclear weapons material;
  - (ii) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel and, solely for the purposes of this General Exclusion (c) (ii), combustion shall include any self-sustaining process of nuclear fission;
- (c) consequential loss or damage of any kind of this Section.
- (d) any of **Your** liability which attaches by virtue of an agreement, but which would not have attached in the absence of such agreement; and
- (e) judgements which are not in the first instance delivered by or obtained from a court of competent jurisdiction within Malaysia.
- (f) loss or damage arising from **Wear and Tear**, depreciation, gradual deterioration, mildew, moth, vermin or in connection with any process of cleaning, dyeing, repairing restoring or renovating any of the Premises.
- (g) the scratching or denting of any article or cracking and/or breakage of glass, or lenses, china, earthenware, marble, gramophone records, tape recorder, compact disc, laser disc, clocks and/or other articles of brittle nature.
- (h) loss of or damage to deeds, bonds, bills or exchange, promissory notes, cheques, money, medals, coins, stamps or other documents of value.
- (j) any legal liability of whatsoever nature.

**Special conditions applying to this Section:-**

- (a) Proof of purchase is required for claim.

## Applicable for SECTION 4.0 – PERSONAL LIABILITY

We will indemnify **You** against all sums which **You** shall become legally liable to pay in respect of:

- (a) legal liability for accidental death or bodily injury caused to any person not in the service of **Yours** and not being a member of **Your** family or household;
- (b) legal liability for accidental loss of or damage to property not owned by **You** or by any member of **Your** family or household, or any servant or agent of **Yours**, or held in trust by **You** or in **Your** care, custody or control; or
- (c) legal liability as occupier of the Home stated in the Schedule:

caused by the negligence of **You** or members of **Your** family or domestic servants normally residing with him for whom he is responsible, occurring within the **Geographical** Limits defined hereunder during the Period of Insurance

PROVIDED THAT the liability of **Ours** under this Section for all compensation payable in respect of or arising out of one occurrence or in respect of or arising out of all occurrences of a series consequent on or attributable to one source or original cause shall not exceed the amount specified hereunder as the Limit of Liability.

In addition, in respect of a claim to which the indemnity expressed in this Section applies, **We** will pay all costs and expenses incurred by **You** with the written consent from Us.

In the event of **Your** death, **We** will in respect of the liability incurred by **You**, indemnify **Your** personal representative provided that such personal representative shall, as though he were **You**, observe, fulfil and be subject to the Terms, Exclusions and Conditions of this Policy so far as they can apply.

### Limit of Liability

The limit of liability for any one occurrence or series of occurrences attributable to one source or original cause shall subject to a maximum of RM250,000.

### Geographical

Geographical Limits under Section 4.0 shall mean Malaysia and Singapore only.

### Jurisdiction

This policy shall be subject to the jurisdiction of Malaysia and construed in accordance with the laws of Malaysia.

### Exclusions (applicable to Section 4.0)

We shall not indemnify **You** in respect of :

- (a) liabilities arising from ownership, occupation or use of any land or non-domestic building other than **Your** Home specified in the Schedule;
- (b) judgements which are not in the first instance delivered by or obtained from a court of competent jurisdiction within Malaysia;
- (c) any liability of **Yours** which attaches by virtue of an agreement but which would not have



attached in the absence of such agreement;



- (d) advice, design, specification given or provided by **You** in a professional capacity or any breach of duty owed by **You** in a professional capacity;
- (e) consequential loss or damage of any kind of this Section.
- (f) the ownership, possession, driving or use (other than use as a passenger having no right of control) of lifts, mechanically propelled vehicles, or aircraft or watercraft;
- (g) hunting, racing or the use of any horse; and
- (h) liabilities arising from wilful acts of **You** or members of **Your** family or domestic servants.

## GENERAL EXCEPTIONS

(Applicable for ALL SECTIONS)

**You** will not be covered under the following circumstances:

### General Exception 1

**We** will not cover loss or damage or other contingency caused directly or indirectly by:

- (a) War, invasion, act of foreign enemy, hostilities, or warlike operations (whether war be declared or not), civil war;
- (b) Mutiny, riot, military or popular uprising, insurrection, rebellion, revolution, military or usurped power, martial law or state of siege or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege;
- (c) Any act of terrorism.

For this purpose an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or groups of persons, whether acting alone or on behalf of or in connection with any organisations or governments, 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.

Any loss or damage or other contingency happening during the existence of abnormal conditions (whether physical or otherwise) which are caused directly or indirectly, of any of the said **occurrences** shall be deemed to be loss, damage or a contingency which is not covered by this insurance. **You** have to prove that such loss, damage or other contingency happened independently of the existence of such abnormal conditions.

In any action, suit or other proceedings, where **We** allege that by reason of the provisions of this Condition any loss or damage is not covered by this insurance, the burden of proving that such loss or damage is covered shall be upon **You**.

### General Exception 2

**We** will not cover loss or damage:

- (a) caused by cessation of work, or by confiscation, commandeering, requisition or destruction of or damage to the property by order of the Government de jure or de facto or any Public Municipal or Local Authority of the country or area in which the property is situated;

- (b) to property by its own fermentation, natural heating or spontaneous combustion or by its undergoing any heating or drying process;
- (c) arising from or in consequence of or contributed to by nuclear weapons material;
- (d) arising from or in consequence of or contributed to by ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. Solely for this purpose, combustion shall include any self sustaining process of nuclear fission.

### General Exception 3

We will not cover **Consequential loss** or damage of any kind except Rent Insurance.

## HOW WE WILL SETTLE YOUR CLAIM

(Applicable for ALL SECTIONS)

### Insurance Interest

Only **You** have rights to claim from **Us**, except upon **Your** death, or by operation of law, the passing of interest of this insurance to another person shall only take effect after **We** have endorsed the **Policy**.

### No Right of Claim from Any Other Person

Whilst the **Policy** insures property of **Your Family** or domestic servant, only **You** can make a claim on their behalf.

### Limit to Three (3) Paying Guests only

This **Policy** is valid if the number of paying guests, boarders and lodgers does not exceed three (3) persons.

For the purposes of Additional Benefit – F) Liability to the Public under Section 1 and/or Section 2 only, these persons are deemed to be members of **Your Household**.

### Market Value

**We** will indemnify **You** the insured value or the **market value** of the insured property whichever is lower subject to the deduction of any **Excess**.

Market value means the value of the property insured at the time of loss or damage less allowance for **wear and tear** and/or **depreciation**.

The market value shall be determined by a valuation obtained by **Us** from the:

- manufacturer, or
- authorised sole agent or agent, or
- authorised broker, authorised distributor, or
- building contractor, or
- licensed loss adjuster, under the Financial Services Act 2013
- Registered Valuer under the Valuers and Appraisers Act 1981 to be mutually appointed by both **You** and **Us**.

The valuation so obtained shall be conclusive in any legal proceedings against **Us**.

### Our Maximum Liability

Our total liability to **You** in respect of loss or damage during any one **Period of Insurance** will not exceed the amount stated against each item or in the aggregate, the Total **Sum Insured** specified on the **Schedule** or such other sum or sums endorsed in this **Policy**.



#### Average

If the market value of the property insured at the time of any loss is collectively of higher value than the **Sum Insured** stated in the **Schedule**, then **You** will be responsible for the difference and bear a proportional share of the loss. The sharing of proportional loss will apply separately to each item insured.

#### Excess

For loss or damage (except by fire) to the buildings of the **Private Dwelling House** by any **Insured event** where **Excess** applies, **Excess** shall separately apply to:

- (a) each building. All insured buildings at the same **Premises** stated in the **Schedule** are considered as one building.
- (b) each incident. If the same **Insured event** occurs within seven (7) consecutive days, it is considered the same incident.

#### Other Insurance

If there are any other policies covering the same or part of the same loss, damage or liability, **We** will only pay a share of the total loss, damage or liability proportionally.

#### Subrogation

**We** are entitled to undertake in **Your** name and on **Your** behalf:

- the full conduct, control and settlement of any proceedings;
- recover compensation or secure **indemnity** from any third party in respect of anything covered by this **Policy**.

at **Our** own expense and benefit.

#### Fraud

**We** will not pay if **Your** claim is in any way fraudulent by **You** or persons acting on **Your** behalf.

#### Right of Access and Control

On the happening of any loss or damage **We** are entitled to:

- enter any building where the loss or damage has happened;
- take and keep possession of the insured property;
- deal with the salvage of the damaged insured property.

However, **You** shall not abandon the damaged insured property to **us**.

#### Arbitration

Any difference on the amount of any loss or damage between **You** and **us** shall be referred to an arbitrator who shall be appointed in writing by **You** and **us**. In case **You** and **us** are unable to agree on a single Arbitrator, within two months of being required in writing to do so by either party, then **You** and **Us** shall be entitled to appoint an Arbitrator each who shall appoint an Umpire to preside over their meetings. However, one party is at liberty to appoint a sole Arbitrator, should the other party within two months of the written notice fail to appoint the other Arbitrator.

The costs of arbitration and awards shall be decided by the Arbitrator, Arbitrators or Umpire.



**You** and **Us** clearly agree that the awards by the Arbitrator, Arbitrators or Umpire shall be obtained first before **You** can commence legal proceedings on **Us**.

## HOW TO MAKE A CLAIM

(Applicable for ALL SECTIONS)

### Notice and Proof of Claim

**You** must immediately notify in writing to **Us** of any loss or damage and:

- at **Your** own expense and within 30 days after the incident, deliver to **Us** a claim in writing with detailed particulars and proofs as **We** may reasonably require;
- for loss or damage by theft or attempted theft and **Runaway Tenant**, **You** must immediately make a Police report.

### Building Plans

If **We** elect to reinstate any building, **You** must furnish **Us** plans, specifications and quantities as **We** may reasonably require.

### Liability Claims

**You** shall upon receiving any notice of any accident or claim from other parties, give **Us** immediate notice in writing and as soon as possible supply **Us** full particulars in writing.

**You** shall send to **us** immediately any writ, summons or other legal process issued or commenced against **You** and provide all necessary information and assistance to enable **Us** to settle or resist any claim or institute proceedings.

**You** shall not without **Our** written consent:

- admit or repudiate any claim or liability;
- offer or negotiate to pay a claim.

## YOUR RESPONSIBILITY

(Applicable for ALL SECTIONS)

### Duty of care

**You** shall use all reasonable diligence and care to keep the **premises** in proper state of repair. As owner of the **Private Dwelling**, **You** shall made good as soon as possible any defect discovered and shall, in the mean time, take additional precautions to prevent injury, loss or damage.

**We** will not be liable for any injury, loss or damage caused by **You** failing to remedy such defect after receiving notice from **us** or from any person or public body.

### Reinstatement of Sum Insured

After a loss, the full **sum insured** of this insurance shall be maintained.

**You** are required to pay an additional pro rata **premium** based on the amount of loss calculated from the date of loss to the expiry date of insurance.

### Unvalued Policy Clause

This is an unvalued **policy**. **You** must prove to the satisfaction of **Us** the value of the property at the time of the happening of its destruction or the amount of such damage.

## HOW YOUR POLICY MAY BE CANCELLED

(Applicable for ALL SECTIONS)

**Your Policy** cancellation is subject to the following conditions:

- (a) Short-period refund or minimum **Premium** payable for cancellation of the **Policy** by **You**.
- (b) Pro-rata premium will be refunded if **We** cancel the **Policy** at anytime by giving **You** seven (7) days' notice in writing
- (c) No refund of premium for any deletion of Section 3 and Section 4

## GLOSSARY

Some words and expressions in this **Policy** have a specific meaning which is given below. Each word is printed in bold where it appears.

**"Accident"** means any sudden or unexpected and violent event, resulting directly and independently from the action of an external cause, other than any intentionally self-inflicted injury.

**"Building(s)"** (see Insuring Clause Section 1)

**"Death"** means in the event of Injury resulting in death within three hundred sixty five (365) days from the Date of Accident.

**"Consequential loss"** means financial loss.

**"Consumer Insurance Contracts"** means insurance wholly for purposes unrelated to the Insured's trade, business or profession.

**"Contents"** (see Insuring Clause Section 2)

**"Customary short-period rates"** means the following:

Period Not Exceeding	Percentage of Rate Charged
15 days	10% of Annual Rate
1 month	20% of Annual Rate
2 months	30% of Annual Rate
3 months	40% of Annual Rate
4 months	50% of Annual Rate
5 months	60% of Annual Rate
6 months	70% of Annual Rate
7 months	75% of Annual Rate
8 months	80% of Annual Rate



<b>9 months</b>	85% of Annual Rate
<b>10 months</b>	90% of Annual Rate
<b>11 months</b>	95% of Annual Rate
<b>12 months</b>	100% of Annual Rate

**“Depreciation”** means the reduction in the value of the item or property due to wear and tear.

**“Endorsement”** means a written alteration to the terms, conditions and limitations of this policy which is shown on the Schedule.

**“Erosion”** means being worn or washed away by water or wind.

**“Excess”** means the amount You must pay towards a claim before We pay. The amount will be stated on the Schedule or in any selected Optional Benefits.

**“Family”** and **“Household”** means any person(s) who normally reside with You.

**“Fixtures”** and **“Fittings”** means items that are permanently attached to Your building.

**“Flood”** means the overflowing or deviation from their normal channels of either natural or artificial water courses, bursting or overflowing of public water mains and any other flow or accumulation of water originating from outside the building.

**“Geographical Area”** is referring to Malaysia only.

**“Indemnity”** means putting You back to Your same financial position immediately before the loss.

**“Insured event”** means one of the perils listed under this Policy.

**“Non-Consumer Insurance Contracts”** means insurance for purposes related to the Insured's trade, business or profession.

**“Occurrence”** means the exact period when the incident took place.

**“Open”** means anywhere at the premises not fully enclosed by walls and a roof and which is not able to be secured, also any outbuildings on the premises if such buildings are not able to be secured.

**“Period of Insurance”** means the period for which You are insured. It commences at the time We agree to give You insurance and finishes at midnight on the day of expiry. The expiry date is shown on the Schedule.

**“Permanent Disablement”** means when injury does not result in death to You within (365) days from the Date of Accident but result in 100% absolute disablement from engaging in or giving attention to a profession or occupation of any kind.

100% absolute disablement in this context shall mean as below:

Loss of both hands or both feet  
 Loss of sight of both eyes  
 Loss of one eye and one hand  
 Loss of one eye and one foot  
 Total paralysis (from the neck down)  
 Permanent quadriplegia (loss or permanent total loss of use of four limbs)  
 Loss of one foot or one hand  
 Loss of sight of one eye  
 Insanity  
 Loss of hearing of both ears  
 Loss of speech.



**"Personal Effects"** means personal items regularly worn or carried on the person for his/her personal use, for example clothing, watch, wallet.

**"Physical Structural"** means a structure with a roof and walls standing in one place.

**"Plate glass"** means glass fitted to the structure of the building.

**"Premises"** means the land at the address shown on the Schedule on which the Building is built, including the yard or garden used only for domestic purposes.

**"Premium"** means any amount We require You to pay under this Policy and Government charges.

**"Private Dwelling House"** (see Insuring Clause Section 1)

**"Residential Common Areas"** mean property owned by the body corporate forming part of the strata title development

**"Robbery and Hold Up"** means that the items insured are either taken away or surrendered; in both instances due to force, menaces or threat of physical violence made against You, or persons living with You in a common household, or other persons authorized to be on Your Premises.

**"Runaway Tenant"** under SECTION 3.1 - LANDLORD INSURANCE of this Policy, means the tenant runs away or abandons the tenant's obligations under a tenancy of Your Building without any notice (written/oral) in default of the tenancy or without any intention of returning or honoring the said tenancy.

**"Schedule"** means the Policy Schedule where both the insured items and Sum Insured are specified.

**"Secured"** means locked so as to prevent entry other than by using force.

**"Sum Insured"** means the amount You have insured on either Your Building, Your Contents (including specified contents) as shown on the Schedule. This shall include the Additional Benefits and any of the Optional Benefits selected by You.

**"Warranties"** means either restriction or obligation that the Policy imposes on You. A breach of a warranty will entitle Us to reject the claim for loss or damage or liability.

**"Wear and tear"** means damage or a reduction in value through age, ordinary use or lack of maintenance.

**"We, Our, Ours and Us"** means Tune Insurance Malaysia Berhad (30686-K).

**"You, Your and Yours"** means the person(s) named on the Schedule as the insured.

**"Vandalism"** – shall mean the action involving deliberate destruction of or damage to public or private property. The term includes property damage, such as graffiti and defacement directed towards any property without permission of the owner.

**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](http://www.tuneprotect.com)  
Email: [hello.my@tuneprotect.com](mailto: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](mailto:enquiry@ofs.org.my)  
Website: [www.ofs.org.my](http://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](mailto:bnmtelelink@bnm.gov.my)