

## TUNE PROTECT MALAYSIA

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SST Registration No. W10-1808-31039805



STAMP DUTY PAID

## PA SHIELD

This is **Your** PA Shield 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 proposal form (or questionnaires answered when You applied for this insurance) and the declaration submitted by **You** shall form the contract of this insurance. i.e. You should have answered the questions fully and accurately. 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.

Our Agreement

### STATEMENT Pursuant to Schedule 9 of the Financial Services Act 2013

A 'consumer insurance contract' is a contract of insurance entered into, varied or renewed by an individual wholly for purposes unrelated to Your trade, business or profession.

Consumer Insurance Contract (Insurance wholly for purposes unrelated to Your trade, business or profession)

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 questionnaires answered when **You** applied for this insurance) and any other disclosures made by **You** between the time of submission of **Your** Proposal Form (or questionnaires answered 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**, the remedies in Schedule 9 of the Financial Services Act 2013 will apply.

If **You** are required by **Us**, before this Policy is renewed or varied, to answer questions or if **You** are required to confirm or amend any matter previously disclosed by **You** to **Us** in relation to this Policy, it is **Your** duty not to make a misrepresentation when answering the questions or confirming or amending any matter previously disclosed.

**You** must inform **Us** of any change to the information given to **Us** in **Your** answers or in respect of any matter previously disclosed to **Us** in relation to this Policy if such changes had taken place after **You** have submitted the application for renewal or variation but before this Policy is renewed or varied.

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

**“Territorial Limit”** Unless specified in the Policy, benefits provided in this policy are applicable worldwide for twenty-four (24) hours a day.

## DEFINITION

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.

**“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.

**“Hospitalisation”** shall mean admission to a Hospital as a registered inpatient for medically necessary treatments for a Disability upon recommendation of a Medical Practitioner. A patient shall not be considered as under Hospitalization if the patient does not physically stay in the Hospital for the whole period of confinement.

**“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.

**“COVID-19”** shall mean an infectious disease caused by severe acute respiratory syndrome corona virus 2 (SARS-Cov-2).

**“Dental Treatment”** shall mean dental treatment for natural teeth required due to an **Accident**.

**“Disability”** shall mean a physical or mental condition that limits an Insured Person's movements, senses or activities.

**“Family Member(s)”** means Insured Person’s legal spouse, parents, parents-in-law, grandparents, children, grandchildren, brothers, sisters and legally adopted child or sibling, all residing in the Insured Person’s Home Territory.

**“Injury”** shall mean bodily injuries caused solely and directly by an **Accident** and not by sickness, disease or gradual physical or mental wear and tear occurring during the Period of Insurance

**“Insured Person”** shall mean **You** or the person named as the **Insured Person** in the Policy Schedule.

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

**“Loss of hearing”** shall mean total and irrecoverable **Loss of hearing** which is medically certified as beyond remedy by surgical or other treatment.

**“Loss of sight of eye”** shall mean the total and irrecoverable **Loss of sight of the eye** which is medically certified as beyond remedy by surgical or other treatment.

**“Loss of speech”** shall mean total and permanent inability to communicate verbally which is medically certified as beyond remedy by surgical or other treatment.

**“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. All treatment including specialist treatment must be prescribed or referred by a **Medical Practitioner, Surgeon or Physician** in order for expenses to be reimbursed.

**“Medical Practitioner”** shall mean a qualified **Medical Practitioner** licensed by the medical authorities of the country in which treatment is provided and who is practicing within the scope of his/her licensing and training.

**“Nuclear, chemical or biological terrorism”** shall mean the use of any nuclear weapon or device or the emission, discharge, dispersal, release or escape of any solid, liquid or gaseous chemical agent and/or biological agent during the period of this insurance by any person or group(s) of persons, whether political, religious or ideological purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.

**“Parent(s)”** shall mean biological parents and legally adopted parents.

**“Period of Insurance”** shall mean the duration for when an Insured Person is insured, subject to the terms, conditions and exclusions as set out in this Policy and the specific dates confirmed by the Policyholder to the Insured Person as set out in the Schedule.

**“Permanent Disablement”** shall mean an **Injury** which:

- (a) falls into any of the injuries listed under Benefit 2 in the Table of Benefits Payable in Percentage; and
- (b) where applicable, has lasted for a continuous period of 365 days from the date of the Accident with no hope of improvement at the end of that period.

**“Policy Schedule”** shall mean the Policy Schedule containing **Your** details, sum insured, and Period of Insurance. The Policy Schedule forms part of the Policy.

**“Principal Sum Insured”** shall mean the original sum insured of Benefit A - **Accidental Death** as stipulated in the **Policy Schedule**, excluding any accumulation of renewal bonus.

**“Pre-existing Conditions”** shall mean Physical or mental defect or infirmities that the policyholder has reasonable knowledge of. The Policyholder 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.

**“Proposal”** shall mean any signed proposal form or questionnaires answered when **You** applied for this insurance and declaration and any information supplied by **You**, or on **Your** behalf.

**“Snatch Theft”** shall mean the act of forcefully stealing or attempt thereof, from an **Insured Person**. For the purpose of this Policy, **Snatch Theft** is included to cover robbery or attempted robbery and snatch grab – situation where the **Insured Person’s** possessions are grabbed or attempted to be grabbed, from the **Insured Person**

**Total Permanent 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.

**“We/Us/Our/the Company”** shall mean TUNE INSURANCE MALAYSIA BERHAD.

**“You/Your/Yours/Policyholder/Insured”** shall mean the person named as **Insured** in the **Policy Schedule**.

## SCHEDULE OF BENEFITS

No.	Benefits	Plan 1	Plan 2	Plan 3	Plan 4	Plan 5
1	Accidental Death	100,000	200,000	300,000	500,000	1,000,000
2	Permanent Disablement	100,000	200,000	300,000	500,000	1,000,000
3	Renewal Bonus	Increase of 10% per year on Principal Sum Insured, up to a maximum of 150%				
4	Medical Expenses (up to)	5,000	6,500	7,500	8,500	12,000
	a) Traditional Medical Treatment (Per Accident)	RM 100 per visit, up to a maximum of RM 1,000				
	b) Dengue Fever, Malaria or Japanese Encephalitis (JE) & Zika, Hand, Foot & Mouth Disease	Up to 2,000				
	c) Purchase of Orthopaedics Equipment	Up to 3,000				
	d) Medical/Specialist Report and/or Post-Mortem Report Fees	Up to 1,000				
	e) Ambulance Fee (Per Accident)	Up to 1,000				
	f) Cashless Hospital Admission	5,000	6,500	7,500	8,500	12,000
5	Hospital Income (per day/maximum up to 180 days per Accident)	75	125	175	200	250
6	Blood Transfusion	10% of Principal Sum Insured				
7	Dental Correction and/or Corrective Cosmetic Surgery	Up to 3,000				
8	Post Hospitalisation Supplement Allowance (Per Accident)	Up to 500				

9	Bereavement Allowance	5,000	5,000	5,000	5,000	5,000
10	Parents Support Fund	Not Available	Not Available	10,000	20,000	40,000
11	Repatriation Expenses	Up to 5,000				
12	Travelling Expenses	Up to 5,000				
13	Snatch Theft or Robbery (Per Accident)	Up to 1,000				
14	Kidnap Benefit	5,000 for expenses and 25,000 for reward				
15	Personal Liability	1,000,000				

#### **BENEFIT 16- WEEKLY BENEFIT (Optional)**

Weekly Benefit for Occupation Class 1 & Class 2  (per week/ maximum up to 104 weeks per Accident)	100	150	200	300	500
Weekly Benefit for Occupation Class 3  (per week/ maximum up to 104 weeks per Accident)	100	150	200	N/A	N/A

#### **ELIGIBILITY**

The **Insured Person** must be:

1. A Malaysian citizen, a Permanent Resident of Malaysia or an expatriate having a valid working permit in Malaysia.
2. At entry, aged not less than 1 year old and not more than 60 years old.

Subject to **Our** approval, this Policy may be renewed up to the **Insured Person's** age of 75 years old. The **Insured Person's** cover under this Policy, if renewed up to the age of 75 years old, will cease at the end of the Policy year of the **Insured Person's** 75<sup>th</sup> birthday.

## DESCRIPTION OF BENEFITS

### BENEFIT 1 – ACCIDENTAL DEATH

If the **Insured Person** suffers **Bodily Injury** due to an **Accident** resulting in death within twelve (12) consecutive months thereafter, **We** shall pay the amount stated in the **Policy Schedule**.

For the avoidance of doubt, if any amount(s) has been paid under BENEFIT 2 and there is a subsequent claim under BENEFIT 1, **We** will pay the **Sum Insured**, less the amount(s) earlier paid in relation to BENEFIT 2.

### BENEFIT 2 – PERMANENT DISABLEMENT

If the **Insured Person** suffers **Bodily Injury** and shall within twelve (12) consecutive months result in permanent disablement as provided in the Table of Benefit described herein, **We** will pay according to the respective percentage of the sum insured as stated in the Scale of Benefits.

The total amount payable in respect of any one **Accident** shall not exceed 100% of the Sum Insured. In the event a total of 100% is paid, this Policy shall immediately terminate. All other losses less than 100% if paid shall reduce the remainder coverage under Benefit 1 by that amount paid from the date of **Accident** until the expiry of the Policy.

## SCALE OF BENEFITS

### Accidental Death and Permanent Disablement Scale

Benefit	Benefits Payable To Any One Person Per Accident	Percentage of Principal Sum Insured Payable
1.00	<b>Accidental Death</b>	100%
2.00	<b>Permanent Disablement</b> , if falling under any of the following categories:	
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 Permanent Disablement	100%
2.05	Loss of arm at shoulder	100%
2.06	Loss of arm between shoulder and elbow	100%
2.07	Loss of arm at elbow	100%
2.08	Loss of arm between elbow and wrist	100%
2.09	Loss of hand at wrist	100%
2.10	Loss of leg at hip	100%
2.11	Loss of leg between knee and hip	100%
2.12	Loss of leg below knee	100%
2.13	Loss of whole eye	100%
2.14	Loss of all sight in one eye	100%

2.15	Loss of sight of, except perception of light	50%
2.16	Loss of lens of one eye	50%
2.17	Loss of four fingers and thumb of one hand	50%
2.18	Loss of four fingers	40%
2.19	Loss of thumb	
	- Both phalanges - One phalanx	25% 10%
2.20	Loss of index finger	
	- Three phalanges	10%
	- Two phalanges	8%
	- One phalanx	4%
2.21	Loss of middle finger	
	- Three phalanges	6%
	- Two phalanges	4%
	- One phalanx	2%
2.22	Loss of ring finger	
	- Three phalanges	5%
	- Two phalanges	4%
	- One phalanx	2%
2.23	Loss of little finger	
	- Three phalanges	4%
	- Two phalanges	3%
	- One phalanx	2%
2.24	Loss of metacarpals	
	- First or second (additional)	3%
	- Third, fourth or fifth (additional)	2%
2.25	Loss of toes	
	- All	15%
	- Great, both phalanges	5%
	- Great, one phalanx	2%
	- Other than great, if more than one toe lost, each	1%
2.26	Loss of hearing of	
	- Both ears	75%
	- One ear	15%
2.27	Loss of speech	50%
2.28	Shortening of arm	
	- More than 1" up to 2"	2.5%
	- More than 2" up to 4"	5%
	- More than 4"	12.5%
2.29	Shortening of leg	
	- More than 1" up to 2"	5%
	- More than 2" up to 4"	10%
	- More than 4"	25%



**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 shall immediately cease to be in force.
3. All other losses lesser than 100% if having been paid shall reduce the coverage by that amount from the date of accident until the expiry of this Policy.

**BENEFIT 3 – RENEWAL BONUS**

Upon renewal of this Policy (provided such renewal is continuous and the Policy has not lapsed in any one given year) the **Principal Sum Insured** shall be increased by 10% per year up to a maximum of 150% of the **Principal Sum Insured** regardless of any claims made under the policy. Renewal Bonus shall only be applicable to the following benefits:

- Benefit 1 – Accidental Death
- Benefit 2 – Accidental Permanent Disablement

**BENEFIT 4 – MEDICAL EXPENSES**

In the event the **Insured Person** meets an **Accident** and incurs **Medical Expenses** as a result of the **Accident** within twelve (12) consecutive months from the date of the **Accident**, **We** will reimburse the expenses incurred up to the maximum amount stated in the **Policy Schedule** per **Accident**. The medical and surgical expenses shall be paid by the **Insured Person** to a dentist, physician or **Hospital** for treatment of **Bodily Injury** but excluding the cost of dental treatment unless such treatment is for damage to natural teeth.

The following Benefits 4A to 4F are subject to sub-limit as stated in the **Policy Schedule** as part of the limit of BENEFIT 4 –

Medical Expenses:

**BENEFIT 4A – TRADITIONAL MEDICAL TREATMENT**

**We** will reimburse the actual costs of Traditional Treatment such as Sinseh or Bomoh including medicine incurred by the **Insured Person** as a result of an **Accident** up to the sub-limit stated in the **Policy Schedule**. Claims for reimbursement of costs for Traditional Medical Treatments including medicine must be supported by receipts. The maximum reimbursement is RM100.00 per visit with a maximum of one (1) visit per day and a maximum of RM 1,000.00 per **Accident**.

#### **BENEFIT 4B – DENGUE FEVER, MALARIA OR JAPANESE ENCEPHALITIS (JE) & ZIKA, HAND, FOOT & MOUTH DISEASE**

If the **Insured Person** is diagnosed with Dengue Fever, Malaria or Japanese Encephalitis (JE) & Zika, Hand, Foot & Mouth Disease and incurs Medical Expenses for treatment of such diagnosis, **We** will also reimburse the Medical Expenses up to the sub-limit stated in the **Policy Schedule**. Medical Expenses shall include expenses incurred for hospitalisation (including Room and Board), clinical, medical and surgical treatments and the costs for obtaining Medical/Specialist/Post Mortem Reports.

#### **BENEFIT 4C – PURCHASE OF ORTHOPAEDICS EQUIPMENT**

In the event the **Insured Person** suffers **Permanent Disablement** due to an **Accident**, the **Company** shall reimburse the **Insured Person**, the actual costs of purchasing the medical equipment stated below, up to the limits stipulated in the **Policy Schedule**, provided always that the medical equipment is necessary to assist in the mobility of the **Insured Person** and is recommended by the attending **Medical Practitioner**.

- a. wheelchair
- b. artificial arm or leg; and
- c. crutches

#### **BENEFIT 4D – MEDICAL/SPECIALIST REPORT AND/OR POST-MODERN REPORT FEES**

**We** will reimburse the actual cost in full as part of the **Medical Expenses** but only if such reports are specifically required by the **Company** for its processing of claims.

#### **BENEFIT 4E – AMBULANCE FEE**

If the **Insured Person** suffers **Bodily Injury** due to an **Accident**, which necessitates the use of an ambulance, **We** will reimburse the Ambulance Fees incurred up to the sub-limit stated in the **Policy Schedule** for transportation to **Hospital** in Malaysia (inclusive of attendants).

For the avoidance of doubt and notwithstanding the definition of **Accident**, this benefit does not include food and drink poisoning, Dengue, Zika Virus, Malaria, Japanese Encephalitis, Hand, Foot & Mouth disease and any other form of disease.

#### **BENEFIT 4F – CASHLESS HOSPITAL ADMISSION**

If the **Insured Person** suffers **Bodily Injury** due to an **Accident** and as a result of this, is confined to a **Hospital**, **We** will facilitate the **Insured Person's** admission into a licensed participating local **Hospital** in Malaysia by providing any guarantee required by the **Hospital** up to the total limit as specified under Benefit 4. Items not covered under the Policy shall be borne by the Insured Person.

This cashless benefit will only be activated seven (7) working days after the Effective Date of the Policy.

Food and drink poisoning, Dengue, Malaria, Japanese Encephalitis (JE) & Zika, Hand, Foot & Mouth disease and any other form of disease are excluded from the Cashless Admission.

#### **BENEFIT 5 – HOSPITAL INCOME**

In the event the **Insured Person** requires **Hospitalisation** as a result of an **Accident**, **We** will pay the **Insured Person** a daily benefit as specified in the **Policy Schedule** for the period of **Hospitalisation**, up to a maximum of one hundred and eighty (180) days. This benefit is triggered only if the **Insured Person** is hospitalised for more than twelve (12) hours due to an **Accident**.

For the avoidance of doubt and notwithstanding the definition of **Accident**, this benefit does not include food and drink poisoning, Dengue, Zika Virus, Malaria, Japanese Encephalitis, Hand, Foot & Mouth disease and any other form of disease.

Daily compensation is payable only if the **Insured Person** is hospitalised within twenty-one (21) days of the date of **Accident**. The maximum period of compensation for any one accident is one hundred and eighty (180) days. Successive periods of hospital confinement due to the same cause, shall be considered as one **Accident**.

#### **BENEFIT 6 – BLOOD TRANSFUSION**

**We** will pay the **Insured Person** ten percent (10%) of the **Principal Sum Insured** specified in the **Policy Schedule** if the **Insured Person** contracts Human Immunodeficiency Virus (HIV) as a result of a Blood Transfusion whilst the **Insured Person** is undergoing medical treatment for **Injury** in a registered Malaysian government hospital subjected to a confirmation in writing by a qualified and licensed medical practitioner.

Compensation shall only be payable if the **Insured Person** is positively diagnosed with Human Immunodeficiency Virus (HIV) within two (2) years from the date of the Blood Transfusion.

#### **BENEFIT 7 -DENTAL CORRECTION AND/OR CORRECTIVE COSMETIC SURGERY**

**We** will reimburse the **Insured Person** the expenses incurred by for Dental Correction and/or Corrective Cosmetic Surgery performed on the **Insured Person's** neck, head or chest 3 (navel up) following injuries sustained as a result of an **Accident** up to the amount specified in the **Policy Schedule**, provided that such Dental Correction and/or Corrective Cosmetic Surgery is recommended and performed by a licensed orthodontist or cosmetic surgeon.

#### **BENEFIT 8- POST HOSPITALISATION SUPPLEMENT ALLOWANCE**

In the event the **Insured Person** is admitted to Hospital due to an **Accident**, **We** will reimburse the **Insured Person** up to RM500 per **Accident** for vitamins and supplements purchased within thirty (30) days from the date the **Insured Person** is discharged from the hospital. Claims for the reimbursement must be supported by receipts.

#### **BENEFIT 9- BEREAVEMENT ALLOWANCE**

**We** will pay the Insured's legal personal representative a Bereavement Allowance of o RM5,000.00 under the following circumstances:

- I. **Accidental Death**
- II. **Death** due to blood transfusion, death due to dengue, malaria, or Japanese Encephalitis (JE) & Zika, Hand, Foot & Mouth Disease upon submission of the required documents. The said Death must occur within two (2) years from the date of the incident or diagnosis of the condition.

#### **BENEFIT 10- PARENTS SUPPORT FUND**

In the event of death of the **Insured Person** due to an **Accident**, **We** will pay the parents support fund to the **Insured's** surviving **Parent (s)** up to the amount specified in the **Policy Schedule**.

For the avoidance of doubt and notwithstanding the definition of Accident, this benefit does not include food and drink poisoning, Dengue, Zika Virus, Malaria, Japanese Encephalitis, Hand, Foot & Mouth disease and any other form of disease.

#### **BENEFIT 11- REPATRIATION EXPENSES**

**We** will reimburse the **Insured Persons's** legal personal representative up to a maximum of RM5,000.00 for actual repatriation expenses incurred for transportation of the Insured' mortal remains back to the Insured's home country if the **Insured Person's** death is due to an **Accident** whilst travelling outside his home country.

#### **BENEFIT 12- TRAVELLING EXPENSES**

**We** will reimburse the **Insured Person's** legal personal representative the actual travelling expenses incurred by the **Insured Person's** immediate family member to travel to the place where the **Insured Person** suffered **Accidental Death** whilst travelling overseas up to a maximum of RM 5,000.00 per policy period.

#### **BENEFIT 13- SNATCH THEFT/ROBBERY**

In the event of **Snatch Theft or Robbery**, **We** will compensate the **Insured Person** up to RM 1,000 per **Accident up to maximum 2 claims per policy year** subject to a police report being lodged. The police report must be lodged within twenty-four (24) hours of occurrence of the snatch theft or robbery.

#### **BENEFIT 14- KIDNAP BENEFIT**

**We** will pay the **Insured Person's** family an amount of **RM5,000.00** for necessary expenses incurred by them to recover the **Insured Person** and also offer a reward of **RM25,000** for information leading to the recovery of the **Insured Person** provided that the **Insured Person** is alive at the time of recovery.

The payment of this benefit is subject only upon verification and confirmation by the police that a ransom has been demanded by the kidnappers for the return of the **Insured Person**. Where no demand of ransom has been made, **We** have absolute discretion whether or not to make any payment under this benefit.

The **Principal Sum Insured** will be paid in full if the kidnapped **Insured Person** is not recovered after a period of one (1) year from the day of the kidnap.

#### **BENEFIT 15- PERSONAL LIABILITY**

If the **Insured Person** shall become legally liable to pay a third party in respect of accidental bodily injury or accidental damage to property of the third party, **We** will indemnify the **Insured Person** up to the amount stated in the **Policy Schedule**. The territorial limit of this benefit is within Malaysia only.

If any claim is proven to be fraudulent after payment is made, **We** will retrieve all payments made in respect of that fraudulent claim. **We** further reserve the right to take any further action, including legal action against the claimant in such case.

**We** will, subject to the limit of liability stated in the **Policy Schedule**, indemnify the **Insured Person** in respect of:

- (a) All sums the **Insured Person** shall become legally liable to pay for compensation in respect of:
  - i. **Injury** to any person; and
  - ii. accidental damage to property;
- (b) All costs and expenses in litigation:
  - i. recovered from the **Insured Person** by any claimant or claimants; and
  - ii. incurred with the written consent of the **Company**;

in respect of a claim against the **Insured Person**, for compensation to which the indemnity expressed in this Policy applies.

In the event of death of the **Insured Person**, **We** will in respect of the liability incurred by the **Insured Person**, indemnify the **Insured Person's** legal representative in the terms of and subject to the limitation of this Policy provided such legal representative shall as though they were the **Insured Person** observe, fulfill and be subject to the terms, conditions and exclusions of this Policy so far as they can apply.

### **BENEFIT 16 – WEEKLY BENEFITS (OPTIONAL BENEFIT)**

Provided Benefit 16 is included in this Policy, then in the event the **Insured Person** is temporarily unable to engage in or attend to the **Insured Person's** profession or occupation due to temporary disablement caused by an **Injury** covered under this Policy as certified by a **Medical Practitioner**, **We** will pay the amount as specified in the Schedule of Benefits according to the selected plan, up to a period of one hundred and four (104) weeks per **Accident**, effective from the date of confirmation of such temporary disablement by a **Medical Practitioner**.

Compensation is payable only if such **Injury** shall, within twenty-one (21) days from the **Date of Accident**, continuously disable and totally prevents the **Insured Person** from performing any duties or functions relating to his/her occupation.

Benefit 16 shall cease on the date the disablement becomes **Total Permanent Disablement**

### **EXTENSION OF COVERAGE**

a. **Amateur Sports activities**

It is hereby declared and agreed that notwithstanding anything herein contained to the contrary the benefits provided by this Insurance are payable in the event of Death or **Permanent Disablement** arising whilst the **Insured Person** is engaged in indoor or outdoor sports such as hunting, mountain climbing, polo-playing and bungee jumping as an amateur, provided always that this extension does not apply to any accidents arising out of Exclusion 11.

b. **Motorcycling**

This policy is extended to cover the **Insured Person** as a rider or pillion rider for private and business purposes provided always that **the Company** shall not be liable to make any payment in respect of death or injuries arising from or attributable to the **Insured Person**.

- i) Whilst engaging in racing, pace making, reliability trial or speed testing
- ii) Whilst the rider and/or the insured person is not licensed to ride motorcycle 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, bylaws and regulations.

c. **Snake Bites, Animal Bites and Insects Bites**

This policy is extended to cover the **Insured Person** as within mentioned directly resulting from Snake Bites, Animal Bites and Insects Bites. Insect bites excludes mosquito bites.

d. **Disappearance and Exposure Clause**

Notwithstanding anything contained herein to the contrary, it is agreed that if after a period of one year has elapsed and **the Company** having examined all evidence available, shall have no reason to suppose other than an accident has occurred and that a Court of Law has pronounced such insured person to be missing and legally found dead, the disappearance shall be considered to constitute a claim under this policy.

It is further agreed that if at any time after payment has been made the insured person is found to be living, any sums paid by **the Company** in settlement of claim shall be refunded to them.

e. **Gas inhalation, Accidental Drowning or Suffocation**

This policy is extended to cover death or disablement of the **Insured Person** resulting from accidental drowning or suffocation through smoke, poisonous fumes or gas.

f. **Murder or Assault**

This policy is extended to cover the **Insured Person** as within mentioned resulting from murder or assault provided always that this extension does not apply if the event is due to provocation by the **Insured Person**.

g. **Hijacking**

This policy is extended to cover the **Insured Person** as within mentioned resulting from unlawful seizure or wrongful exercise or control of any aircraft in which the **Insured Person** is a passenger, provided always that this extension does not apply if the event results in exclusion 1 of this policy.

h. **Strike, Riot and Civil Commotion**

This policy is extended to cover the **Insured Person** as within defined directly or indirectly caused by Strike, Riot and Civil Commotion, not amounting to the proportion of popular rising except in so far as the **Insured Person** himself is actively participating when this extension shall become null and void.

i. **Scuba Diving Clause**

The Policy is extended to cover the Insured in respect of Death or **Permanent Disablement** as defined in the Policy consequent upon the **Insured Person** engaging in Scuba diving within the territorial limits of Malaysia and Singapore. Provided such Scuba diving activity is undertaken by the Insured (up to thirty (30) meters in depth) as an occasional recreation for short periods and not as a profession. Subject otherwise to the terms, conditions and exceptions of the Policy.

j. **Food and Drinks Poisoning**

It is hereby declared and agreed that this **Policy** is extended to cover **Accidental Death** and permanent disablement as a result of accidental food and drinks poisoning excluding any claim incurred arising out of or in connection with any of the **Insured Person** own wilful or intentional act or act of suicide.

k. **Intoxication Clause**

This Policy is extended to cover against accidental death or **Permanent Disablement** injuries sustained by the Insured due to intoxication by alcohol or drugs provided the drugs are provided by a qualified and licensed medical practitioner.

l. **Terrorism Cover**

This Policy is extended to cover the **Insured Person** in respect of Injury, death and Permanent Disablement which may be sustained through Terrorism provided that there is no liability when such act and/or acts of terrorism involve utilisation of nuclear, chemical or biological weapons of mass destruction howsoever these may be distributed or combined.

For the purpose of this Clause:

- a. Terrorism means an act or acts, of any person, or group(s) of persons, committed for political, religious, ideological or similar purposes with the intention to influence any government and/or to put the public, or any section of the public, in fear. Terrorism can include, but not be limited to, the actual use of force or violence and/or the threat of such use. Furthermore the perpetrators of Terrorism can either be acting alone, or on behalf of, or in connection with any organisation(s) or governments(s).
- b. Utilisation of nuclear weapons of mass destruction means the use of any explosive nuclear weapon or device or the emission, discharge, dispersal, release or escape of fissile material emitting a level of radioactivity capable of causing incapacitating disablement or death amongst people or animals.
- c. Utilisation of chemical weapons of mass destruction means the emission, discharge, dispersal, release or escape of any solid, liquid or gaseous chemical compound which, when suitably distributed, is capable of causing incapacitating disablement or death amongst people or animals.
- d. Utilisation of biological weapons of mass destruction means the emission, discharge, dispersal, release or escape of any pathogenic (disease producing) micro-organism(s) and/or biologically produced toxin(s) (including genetically modified organisms and chemically synthesised toxins) which are capable of causing incapacitating disablement or death amongst people or animals.



## EXCLUSIONS APPLYING TO THE WHOLE POLICY

Subject to the benefits and extensions applicable to this **Policy**, **We** will not pay the Benefits if the **Injury** is directly or indirectly caused by or resulted from or traceable to:

1. War, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, conspiracy, mutiny or usurped power, military or popular uprising, 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, seizure, quarantine, or customs regulations or nationalization by or under the order of any government or public or local authority, or any weapon or instrument employing atomic fission or radioactive force, whether in time of peace or war. This exclusion shall not be affected by any endorsement, which does not specifically refer to it, in whole or in part. The Insured shall, if so required, and as a condition precedent to any liability of the Company, prove that the loss did not in any way arise under or through any of the above expected circumstances or causes.
2. Intentional self-inflicted injury, insanity, suicide or attempted suicide (whether sane or insane), deliberate exposure to needless danger.
3. Bacterial infections (except pyogenic infections which may occur through an accidental cut or wound), viral infections, parasites, or any other kind of disease and any pre-existing physical or mental defect or infirmity
4. Childbirth, miscarriage(unless accidental), abortion, pregnancy or any complications thereof. However the medical expenses incurred as a result of abortion caused by a motor vehicle accident is covered, subject to the provision of Medical Expenses section.
5. Sexually Transmitted Diseases, Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC) however this syndrome has been acquired or may be named.
6. A motor vehicle accident if the insured does not hold a current valid driver's license to drive the vehicle or is not qualified to hold or obtain a valid driver's license under the Road Transport Act 1987 or any regulations made there under or any other regulations of the Malaysian Road Transport Department
7. Participation in any form of racing (other than on foot), pace-making, speed or reliability trials.
8. Mountaineering involving the use of ropes or mechanical guides.
9. Underwater activities exceeding Thirty (30) meters in depth.
10. Provoked murder and assault.
11. Participation in any professional sports, martial arts and boxing, military and aerial activities or off-shore oil-rigging.
12. Flying as a crew or in non-scheduled flights or non-passenger aircraft.
13. Use of woodworking machinery driven by mechanical power.
14. While committing or attempting to commit any unlawful act.
15. Ionising radiation or contamination by radioactivity from any nuclear fuel or any nuclear waste from the combustion of nuclear fuel or any self-sustaining process of nuclear fission.

16. Any loss, damage, liability, expense, fines, penalties directly or indirectly caused by, in connection with, involving or arising out of any of the following – including any fear thereof, whether actual or perceived – :
- Infectious diseases, virus, bacterium or other microorganism (whether asymptomatic or not); or
  - Coronavirus (COVID-19) including any mutation or variation thereof; or
  - A pandemic or epidemic, declared by the World Health Organization or any governmental authority.
- If the Company alleges that, by reason of this exclusion, any amount is not covered by this agreement, the burden of proving the contrary shall rest on the Insured.

## PROVISIONS

1. Compensation in respect of the benefits mentioned herein shall be payable only when the claim has been proven to the satisfaction of **the Company**.
2. Compensation for abortion due to motor vehicle (excluding motorcycle) accident will only be reimbursed after six (6) months from the inception date of Policy. The waiting period will not be applicable on the following renewal period of his/her policy.
3. COMA  
Upon certification by a **Medical Practitioner** that the **Insured Person** has been in a coma state for at least one (1) year due to an **Accident**, **We** will pay one hundred percent (100%) of the **Principal Sum Insured**. However, **We** has the right to recover the payment made if the **Insured Person** regains consciousness provided that a deduction of ten percent (10%) of the aforesaid payment to be paid for each year the **Insured Person** was in a coma state.

## 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 the **Insured** 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 initialled by **Our** authorised representative

### 3. MISSTATEMENT OR OMISSION OF MATERIAL FACT

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

The Insured shall give immediate notice to Us of any change in the Insured 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, the Insured must notify Us in writing of any injury, disease, physical defect or infirmity by which the Insured 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 the **Insured** under registered letter to his last known address give seven (7) days' notice of any alterations to this Policy.

#### 6. CANCELLATION OF POLICY

- 6.1 **You** may cancel this Policy at any time by giving **Us** notice in writing and, provided that no claim was made during the current period of insurance, **We** will, subject to **Our** retention of a minimum premium of RM50, make a refund of premium paid for the unexpired period of insurance calculated at **Our** usual short period rates as follows:

Short Period Rates	Percentage
Not exceeding 3 calendar months	50%
Exceeding 3 months but up to 6 months	75%
Exceeding 6 months	100%

- 6.2 **We** may also cancel this Policy at any time by giving **You** fourteen (14) days' written notice by registered letter at **Your** address last known to **Us**. Upon cancellation of the Policy, **We** will refund to **You** a proportionate part of the premium corresponding to the unexpired period of insurance.

## 7. CLAIMS PROCEDURE

On the happening of any claim under this Policy:-

- a. Written notice stating details of the claim shall be given to **Us** within fourteen (14) days after the occurrence.
- b. The **Insured Person** shall procure and act upon proper Physician advice as soon as practicable.
- c. All certificates, information and evidence required by **Us** must be at the expense of the claimant in the form prescribed by **Us**.
- d. The **Insured Person** may have to undergo further medical examination as required by **Us** at **Our** expense.
- e. 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.

## 8. PAYMENT OF BENEFITS

- a) If **You** are not the **Insured Person**, all Benefits (including the **Sum Insured** for **Accidental Death**) payable under this Policy shall be paid to **You** and **Your** receipt shall effectively discharge **Us** from all liabilities under this Policy.
- b) If **You** are also the **Insured Person** and in the event of **Your Accidental Death**, where **You** have currently valid nominee(s) with or without trustee(s) under this Policy, the **Accidental Death** Benefit will be paid in accordance with the provisions of the Financial Services Act 2013.

## 9. ARBITRATION

All differences arising out of this Policy shall be referred to the decision of an Arbitrator to be appointed in writing by the parties in difference or if they cannot agree upon a single Arbitrator to the decision of two Arbitrators one to be appointed in writing by each of the parties within one calendar month after having been required in writing so to do by either of the parties or in case the Arbitrators do not agree, an Umpire is appointed in writing by the Arbitrators before entering upon the reference. The Umpire shall sit with the Arbitrators and preside at their meetings and the making of an Award shall be a condition precedent to any right of action against the Company. The costs of and connected with the arbitration shall be in discretion of the Arbitrators or Umpire.

## 10. CURRENCY EXCHANGE RATES

All Benefits under this Policy are payable in Malaysian Ringgit. Medical bills incurred in foreign currency shall be converted to Malaysian Ringgit based on the quoted exchange rate (open market rate if a free market, official rate if not a free market) on the date the **Insured Person** is discharged from **Hospital** or incurs the cost.

#### 11. **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.

#### 12. **CASH BEFORE COVER**

It is fundamental and absolute special condition of this contract of insurance that the premium due must be paid and received by the Company before cover commences. If this condition is not complied with, then this insurance is automatically null and void. The authorized agent shall remit the premium within fifteen (15) working days upon receipt of such premium from the insured and/or Insured Person. The Company reserves the right to refuse any coverage and/or reject any claim resulting from non-payment of premium to the Company.

#### 13. **COOLING-OFF PERIOD**

If the **Policy Schedule** is issued and if **You**, for any reason whatsoever, shall decide not to take up the **Policy Schedule**, **You** may return the **Policy Schedule** to **Us** for cancellation provided such request for cancellation is delivered by **You** to **Us** within fifteen (15) days from the date of delivery of the **Policy Schedule**. **You** are entitled to the return of the full premium paid provided no claim is incurred on the **Policy Schedule** prior to cancellation. In the event a claim(s) has been made, you shall not be entitled to a refund of premium.

#### 14. **POLICY RENEWAL**

This Policy shall not be renewable when the **Insured Person** attains the age of seventy-five (75) years. Premium rates are not guaranteed. We reserve the right to revise the premium at the time of renewal based on the portfolio 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.

#### 15. **SERVICE TAX CLAUSE**

Please be informed that 6% Service Tax will be charged for all taxable general insurance policies.

## **16. SANCTION LIMITATION AND EXCLUSION CLAUSE (SANC)**

No Company shall be deemed to provide cover and no Company shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanction, laws or regulations of the European Union, United Kingdom or United States of America.

## **17. CYBER LOSS ABSOLUTE EXCLUSION CLAUSE – IUA 09-081**

1. Notwithstanding any provision to the contrary within this contract, this contract excludes any Cyber Loss.
2. Cyber Loss means any loss, damage, liability, expense, fines or penalties or any other amount directly or indirectly caused by:
  - 2.1. the use or operation of any Computer System or Computer Network;
  - 2.2. the reduction in or loss of ability to use or operate any Computer System, Computer Network or Data;
  - 2.3. access to, processing, transmission, storage or use of any Data;
  - 2.4. inability to access, process, transmit, store or use any Data;
  - 2.5. any threat of or any hoax relating to 2.1 to 2.4 above;
  - 2.6. any error or omission or accident in respect of any Computer System, Computer Network or Data.
3. Computer System means any computer, hardware, software, application, process, code, programme, information technology, communications system or electronic device owned or operated by the Insured or any other party. This includes any similar system and any associated input, output or data storage device or system, networking equipment or back up facility.
4. Computer Network means a group of Computer Systems and other electronic devices or network facilities connected via a form of communications technology, including the internet, intranet and virtual private networks (VPN), allowing the networked computing devices to exchange Data.
5. Data means information used, accessed, processed, transmitted or stored by a Computer System.
6. When this clause forms part of a reinsurance contract, Insured shall be amended to read Original Insure.

### **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)

### **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)