



Tune Protect Malaysia

Tune Insurance Malaysia Berhad

Company No.: 197601004719 (30686-K)

Head Office

Level 9, Wisma Capital A, No. 19, Lorong Dungun, Damansara Heights, 50490 Kuala Lumpur.

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SST Registration No.: W10-1808-31039805

Welcome to Tune Protect Guard Easy

Thank **you** for insuring with **Tune Protect Guard Easy**. **You** can feel confident **you**'ve made the right choice. **Tune Protect Guard Easy** is provided by Tune Insurance Malaysia Berhad, one of Malaysia's leading insurance providers, so **you** can relax knowing **you**'re with a company **you** can rely on.

This is **your** Tune Protect Guard Easy Policy Document and forms part of **your** policy along with:

- ✓ Your **Statement of Fact**
- ✓ Your **Schedule**
- ✓ Any **endorsements**, which change **your** insurance cover as shown on **your Schedule**
- ✓ The **Certificate of Tune Protect Guard Easy**.

Please read all these documents carefully and keep them safe.

If **you** need to make a claim, or contact **us** to tell **us** about any changes, then **you** will need to refer to these documents. The Documents will be available for **you** to see and print at www.tuneprotect.com

For Consumer Insurance Contracts (Insurance wholly for purposes unrelated to the Insured's 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 the Insured's Proposal Form (or when the Insured applies for this insurance) and any other disclosures made by the Insured between the time of submission of the Insured's Proposal Form (or when the Insured applied for this insurance) and the time this contract is entered into. The answers and any other disclosures given by the Insured shall form part of this contract of insurance between the Insured and Tune Insurance Malaysia Berhad (hereinafter called "the Company"). However, In the event of any pre- contractual misrepresentation made in relation to the Insured's answers or in any disclosures given by the Insured, 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 the Insured and the Company.



Tune Protect Guard Easy Policy

This Policy wording serves to disclose the terms and conditions of the Tune Protect Guard Easy Policy issued by Tune Insurance Malaysia Berhad (30686-K).

Words with special meaning

Wherever the following words and phrases appear in **bold** in this document, they will have the meaning given below unless stated otherwise.

- **"Insured Person(s)"** means the person(s) whose name(s) are set out on Your certificate of insurance and must be between the age of 18 years and 65 years old.
- **"Home"** means the Insured Person(s) place of dwelling confined in a Private Place where the Insured Person resides.
- **"Private Place"** means a non-common area and not freely accessible without prior consent of the Insured Person.
- **"Financial Institutions"** means all banks, insurances, unit trust companies' incorporated in Malaysia and Recognized by Bank Negara Malaysia and the Security Commissions.
- **"Robbery"** means where, the theft, or in order to commit a theft, or in committing the theft, or in carrying away property obtained by theft, the perpetrator:
 - i. Intentionally causes or attempts to cause death, hurt or wrongful restraint or;
 - ii. Causes or puts in fear of instant death, or of instant hurt, or of instant hurt, or of instant wrongful restraint or;
 - iii. At the time of committing the extortion, commits the extortion by causing or putting in fear of instant death, or of instant hurt, or of instant wrongful restraint to the Insured Person(s) in such fear that induces the Insured Person to deliver up the property extorted.
- **"Snatch Theft"** means loss of wallet, purse or other bag in the possession of the Insured person at the material time together with the contents therein or loss of any valuables worn by the Insured Person at the material time as a result of the same being snatched away by unknown person including attempt thereof.
- **"We", "Our" and "Us"** means the insurer of your policy, Tune Insurance Malaysia Berhad (30686-K), and where applicable to also include its agents.
- **"You" and "Your"** means the person whose name is set out on your certificate of insurance.
- **"Automobile and Automobile Equipment"** means transportation that usually has wheels and an engine.
- **"Contraband"** means goods that are bought into or taken out of the country illegally.
- **"Damage"** means harm or injury to a person, property, or system resulting in impairment or loss of function, usefulness, or value
- **"Deterioration"** means the condition of something which gets bad due to neglect.
- **"Hearing Aids"** means device designed to aid people who have a hearing impairment.

- **"Identity Paper"** means documentation to proof of Your identity with Your name, date of birth, photograph and other information.
- **"Inherent Vice"** means any damage caused to property due to the inherent nature of the product
- **"Mysterious"** means being unknown or puzzling.
- **"Personal Valuable"** means handphone, jewelry, camera, watches and hand bags
- **"Stocks and Securities"** means financial assets. Example banknotes, bonds and stocks.
- **"Prosthetic Limbs"** means an artificial device used to replace a missing body part.
- **"Pick-Pocket"** means a person who steals money, wallets from the pockets or bags of other people.
- **"Terrorism"** means violent, criminal acts committed by individuals and/or groups.

Area of coverage

Anywhere in Malaysia excluding theft or attempted theft in the Insured Person(s)'s home.



Policy Benefits

We will pay:

We will reimburse **You** up to the maximum amount stated in the **Schedule Of Benefit** for any loss of Cash and Personal Valuables belonging to **You**, in consequence of a Snatch theft or Robbery.

This Benefit is only payable if:

- ☐ at time of loss or damage the items lost was carried by **You** personally outside **Your** home.
- ☐ the Snatch Theft or Robbery is reported to the police whom having jurisdiction at the place of incident within 24 hours.

Payment of the claim amount under this Benefit shall be at determined by **Us** based on the following factors:

- i. The cash value of the item or the original cash value less depreciation of the item, whichever is lower
- ii. The cost of replacement of a similar make and model; or
- iii. The cost of repair of the items, as determined by **us**.

We may, as an option, elect to either repair or replace any part, to restore the pair or set to its value before the loss or pay the difference between the cash value of the loss or damage of covered personal effects before and after the loss.

We will not pay:

- ☐ expenses where any item consists of articles in a pair or set,
- ☐ more than the proportionate value of any particular part or parts which may be lost, without reference to any special value which such article may have a part of such pair or set.

Exclusions

What we do not cover:

1. Animals
2. Automobiles and automobile equipment, trailers and caravans, boats and other means of transport equipment
3. Contraband or illegal goods
4. Documents, identity papers, passport, credit and payment cards, transport tickets, stocks and securities
5. Contact lenses, hearing aids, prosthetic limbs, artificial teeth or dental bridges

We shall not be liable for any loss or damage resulting from:

1. Breakage of brittle or fragile articles, cameras, musical instruments, radios and such similar property
2. Gradual Deterioration or fair wear and tear
3. Inherent vice or damage
4. Mysterious disappearance
5. Loss of personal effects and valuables as the result of being Pick-Pocketed
6. Terrorism
7. Intentional self-inflicted injury or deliberate exposure to needless danger



Schedule of benefits

Coverage	Basic Plan (RM)	Premier Plan (RM)
Loss of Cash & Personal Valuables due to Snatch Theft/ Robbery	1,000.00	1,500.00
Yearly Premium	19.99	25.99
Age limit from 18 to 65 years old.		

General conditions:

1. Alterations

- ☐ **We** reserve the right to amend the terms and conditions of this policy and such alteration to this policy shall only be valid if authorized by us and endorsed hereon.
- ☐ If any liability shall exist on **Our** part under this policy, **Our** liability hereunder shall be limited to the Sum Insured but **our** aggregate liability during any period of Insurance shall be limited to the Sum Insured stated in the Policy Schedule.

2. 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.
- ☐ All differences arising out of the 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 or, in the case the Arbitrators do not agree, of an Umpire appointed in writing by the Arbitrators before entering upon the reference. The Umpire shall sit with the Arbitrators and preside at their meetings.
- ☐ The costs of the reference and of the award shall be at the discretion of the Arbitrator, Arbitrators or Umpire making the award. It is hereby expressly stipulated and declared that it shall be condition precedent to any right of action or suit upon this Policy that the award by such Arbitrator, Arbitrators or Umpire of the amount of Benefit if disputed, shall be first obtained.

3. Service Tax Clause

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

4. 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 .

5. Notice and Procedures of Claims

- ☐ Every notice or communication to be given or made under this Policy shall be delivered in writing to Tune Insurance Malaysia Berhad.
- ☐ Upon the happening of any event which may give rise to a claim, the **you** shall:-
 - a. Notify **Us** in writing as soon as possible but not later than fourteen (14) days after the event by filling up the claim form as provided by **Us**;
 - b. Furnish to **Us** in writing, at **Your** own costs and expenses, the police reports and **Your** statements, certificate of insurance, and any other documents as **We** may require and shall be in such form and of such nature as **we** may prescribe.
 - c. Co-operate with **us** in all matters pertaining to any loss and/or claims. Failure to comply with this condition may prejudice the claim.

6. Observance of Conditions

- ☐ The due observance and fulfilment of the Terms, of this Policy in so far as they related to anything to be done by **You** and the truth of the Statements in answers in the proposal shall be conditions precedent to liability for any payment under this policy.

7. Administrative Cost

- ☐ A minimum amount of RM15.00 shall be borne by **You**, in the event of termination of the insurance cover at any time by **You**.

8. Termination of Cover

- ☐ The insurance cover afforded shall terminate automatically on the earliest of the following dates:
 - a. In the event of any fraud in the procurement of this insurance or in deriving any benefits hereunder by **You**;
 - b. Immediately after admission of 100% liability for an admitted claim up to the Sum Insured limit on all sections of insurance cover by **Us**;

9. Period of Cover and Renewal

- ☐ This Policy shall become effective as of the date as stated in the Policy Schedule and shall remain in force for a period of one (1) year thereafter. The policy Anniversary shall be one year after the effective date and annually thereafter. You are required to submit your policy for renewal annually and such Policy renewal is at **Our** discretion and at the premium rates in effect at that time as notified by **Us**.

10. Cash Before Cover

- ☐ It is a fundamental and absolute special condition of this contract of insurance that the premium due must be paid and received by **Us** before the insurance cover is effective.

11. Anti-Bribery and Corruption

- ☐ **You** shall comply, and/or shall procure or ensure that **Your** directors, employees, subcontractors, agents or other third parties comply, with all applicable anti-corruption laws and regulations and any relevant anti-corruption policies and documents provided by **Us** and have in place adequate controls and procedures to prevent corruption.
- In the event of a breach by **You**, **We** shall be fully entitled to terminate the **Policy** without any liability howsoever with written notice with immediate effect. **You** shall hold the Company harmless from any cost, expenses, claim, liability, fine or penalty, as a result of any breach of this Clause by **You**, **Your** directors, employees, subcontractors and/or agents.



12. Communicable Disease Exclusion - LMA 5394

1. Notwithstanding any provision to the contrary within this policy agreement, this policy agreement excludes any loss, damage, liability, claim, cost or expense of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease regardless of any other cause or event contributing concurrently or in any other sequence thereto.
2. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
 - 2.1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
 - 2.2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid liquid or gas or between organisms, and
 - 2.3. the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property.

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 of once for alteration.

**IMPORTANT NOTICE**

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

Tune Insurance Malaysia Berhad

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

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

The following are the contact details for OFS and BNM:

Ombudsman for Financial Services (OFS)

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

OR

Laman Informasi Nasihat dan Khidmat (LINK)

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