



GROUP PERSONAL ACCIDENT POLICY

WHEREAS the Insured described in the Schedule hereto following the profession or occupation stated in the attached Schedule being desirous of insuring the Persons described in the Schedule (hereinafter called the "Lives Insured") in the manner hereinafter mentioned with the **TUNE INSURANCE MALAYSIA BERHAD** (hereinafter called the "Company") has made a proposal and signed a declaration dated as stated in the Schedule which proposal and declaration together with any other statements in writing relating to this Insurance it is agreed shall be the basis of the contract for the Insurance hereby intended to be made and incorporated herein and has paid to the Company the Premium stated in the Schedule as a consideration for the Insurance for the period stated therein.

NOW THIS POLICY WITNESSETH that if the Lives Insured whose names appear in the Schedule shall sustain any bodily injury or death being the events described in the Table of Benefits caused solely and directly by violent, accidental, external and visible means at any time during the Period of Insurance stated herein or during any further period for which the Company may accept payment for the renewal hereof, the Company shall pay the Insured or to the legal representatives of the Insured as the absolute owner of this Policy the Compensation specified in the Table of Benefits if any of the events aforesaid shall happen to the Lives Insured.

This Policy provides 24 hours world-wide cover including bodily injury caused directly or indirectly by unprovoked murder and assault and bodily injury caused directly by Hijacking, Strike Riot Civil Commotion, travelling by air as passenger in any licensed passenger carrying aircraft on scheduled flights only and whilst engaging or participating in any sport on an amateur basis excluding those specified under Exclusion 2(a) of the Policy.

This Policy and the Schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy or of the Schedule shall bear such specific meaning wherever it may appear.

BENEFITS

BODILY INJURY caused solely and directly by violent, accidental, external and visible means, which injury shall solely and independently of any other cause result in the following losses, benefit of which are payable as specified in the Schedule:

1. DEATH occurring within twelve (12) calendar months of bodily injury as aforesaid;
2. PERMANENT DISABLEMENT occurring within twelve (12) calendar months bodily injury as aforesaid.

EXCLUSIONS

The Policy does not cover-

1. Death or Disablement or other loss caused directly or indirectly by:-
 - (a) war, invasion, act of foreign enemy, hostilities (whether war be declared or not) civil war, rebellion, revolution, insurrection, multiny, or usurped power, military or popular uprising;
 - (b) insanity, suicide (whether sane or insane) or any attempt thereat;
 - (c) fits, hernia, illness of any kind venereal disease including those relating to the acquired Immune Deficiency Syndrome (AIDS), pregnancy, childbirth, miscarriage, confinement or any complications thereof, intoxicating liquor, drugs, suicide, self inflicted injury, judicial pronouncement, unlawful act on the part of the persons insured or willful exposure of the persons insured to unnecessary danger except in at attempt to save human life.
- (2) Death or Disablement or any other loss sustained by the Life Insured:-
 - (a) while using power-operated wood working machinery or engaging in Hunting, Mountaineering, steeple chasing, Polo, Racing of any kind, Water Skiing, Ice or Winter Sports of any kind, Scuba Diving, Ski Diving of any kind including the use of Aqualungs, Boxing, Wrestling and Training or performing any form of Martial Arts and all aerial sporting activities unless previous consent of the Company has been obtained and the Policy has been endorsed accordingly. In any event whatsoever any person engaging or participating in any sport on a professional basis, will not be covered under the Policy.
 - (b) while riding on a Motorcycle or as a pillion or otherwise in whatsoever circumstances unless the previous consent of the Company has been obtained and the Policy has been endorsed accordingly.
 - (c) while ascending into or descending from any aircraft other than a fully licensed commercial passenger carrying aircraft in which the Life Insured is travelling as a passenger (on schedule flights only) other than as a member of the crew and not for the purpose of undertaking any trade or technical operation therein or thereon.

PROVISIONS

1. Compensation shall be payable only when the claim shall have been proved to the satisfaction of the Company.

1. CHANGES

The Insured shall give immediate written notice to the Company of any change of address, occupation, pursuits or any injury, disease, physical defect or infirmity by which the Life Insured has become affected. All notices require to be given by the Insured to the Company must be in writing addressed to the nearest Local Branch or Head Office of the Company and must be sent by A.R. Registered post and no alteration in the terms of this Policy nor any endorsement thereon, will be held valid unless the same is signed or initialed by an authorised representative of the Company.

2. CANCELLATION

The Company shall at any time by giving seven days notice to the Insured by Registered Letter at the insureds' address last known to the Company be at the liberty to determine and cancel this Policy, provided that the Company shall in that event on demand return to the Insured a proportionate part of the premium corresponding to the unexpired period to insurance. This Policy may be cancelled at any time by the Insured on seven days notice to the Company and in such event the Insured shall be entitled to a return of the premium at the Company's Short Period Rates for the time the Policy has been in force during the current period of insurance.

3. NON-ASSIGNMENT

The Company shall unless otherwise expressly provided by endorsement on this Policy be entitled to treat the Insured as the absolute owner of the Policy and shall not be bound to recognise any equitable or other claim to or interest in the Policy and the receipt of the Insured (or of the Insured's legal personal representatives) alone shall be an effectual discharge.

4.(a) CONDITION PRECEDENT TO LIABILITY

If the proposal or declaration, of the Insured is untrue in any respect or if any material fact affecting that risk be incorrectly stated therein or omitted therefrom or if this Insurance or any renewal thereof shall have been obtained through any misstatement, misrepresentation or suppression or if any claim made shall be fraudulent or exaggerated or if any false declaration or statement shall be made in support thereof then in any of these cases this Policy shall be void.

(b) During the course of the employment of the Lives Insured by the Insured shall take all reasonable precautions to prevent accidents and shall comply with all statutory obligations relating to such employment.

5. CLAIMS PROCEDURE

Upon the happening of an accident likely to give rise to a claim under this Policy the Insured shall within 14 days after the happening of the accident give notice to the Company with full particulars of the accident and injuries and shall as soon as possible procure and act on proper medical or surgical advice.

The Insured (or the Insured's legal personal representatives) shall at the expense of the Insured furnish to the Company all such certificates, information and evidence as may be required by the Company, and the Life Insured shall whenever reasonably required to do so submit to medical examination on behalf of the Company. In the event of the death of the Life Insured, the Company shall be entitled to have a post mortem examination at its own expense and notice shall, when practicable, be given to the Company before interment or cremation stating the time and place of any inquest appointed.

The Death of the Life Insured shall be established by an Official Death Certificate, or in the event of his disappearance following an accident or the total loss of a vessel or aircraft by a Court Order presuming his death.

If the Company shall be disclaim liability to the Insured (or the Insured's legal personal representatives) for any claim hereunder, in no case shall the company be liable in respect of such claim after the expiration of twelve months from the date of such disclaimer unless the claim is the subject of pending court action or arbitration.

6. AGE LIMIT

The Life Insured shall not be less than 12 years of age or more than 65 years of age.

7. ARBITRATION

If any difference arises as to the amount of the Companies' liability under this Policy, such difference shall independently of all other questions be referred to the decision of an arbitrator to be appointed in writing by both parties or if they cannot agree upon a single arbitrator, to the decision of two arbitrators of whom one shall be appointed in writing by each of the parties within three calendar months after having required to do so in writing by the other party and in case of disagreement between the arbitrators, the difference shall be referred to the decision of an umpire who shall have been appointed in writing by the arbitrators before entering on the reference, and an award by arbitration shall be a condition precedent to any right of action against the Company as regards any dispute regarding the amount of the Companies' liability under this Policy. In no case whatever shall the Company be liable for any loss after the expiration of twelve months from the happening of the loss unless the claim is the subject of pending court action or arbitration.

8. OBSERVANCE OF CONDITIONS

The due observance and fulfilment of the terms, conditions and endorsements of this Policy by the Insured or by any Claimant under this Policy in so far as they relate to anything to be done or complied with by the Insured or by any Claimant under this Policy and the truth of the statement and answers in the said proposal shall be conditions precedent to any liability of the Company to make any payment under this Policy.

9. MAINTAINING OF RECORDS

If the premium for this policy has been calculated on any estimates furnished by the Insured, the Insured shall keep an accurate record containing all particulars relative thereto and shall at all times allow the Company to inspect such record. The Insured shall within one month from the expiry of each Period of Insurance furnish to the Company such particulars and information as the Company may require, the premium for such period thereon be adjusted and the difference paid by or to the Insured as the case may be.

10. PREMIUM WARRANTY

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

If this condition is not complied with, then this contract is automatically cancelled and the insurer shall be entitled to the pro rate premium for the period they have been on risk. Where the premium payable pursuant to this warranty is received by an authorised agent of the insurer, the payment shall be deemed to be received by the insurer for the purpose of this warranty and the onus of proving that the premium payable was received by a persons, including an insurance agent, who was not authorised to received such premium shall lie on the insurer. Subject otherwise to the terms and conditions of this policy.

11. NOTIFICATION ON GOODS AND SERVICES TAX

Notification is hereby given that following the implementation of the Goods and Services Act 2014 (GST), the Company reserves the right to charge and collect the 6% GST on all policies issued from 1.4.2015 onwards and the GST amount charged must be paid by the policyholder.

TABLE OF BENEFITS

EVENT : Bodily Injury caused solely and directly accidental means which independently of any cause shall within 12 calendar months result In death.

RESULT	DESCRIPTION	COMPENSATION
A	Death	Amount stated in the Schedule
B	Total and Permanent Loss or Disablement (Total Paralysis)	Amount stated in the Schedule

Compensation shall not be payable:

1. In respect of Result A and B for more than the Death Compensation in the aggregate during any Period.
2. For any specific Result where greater Compensation is payable for a Result which includes such specific Result.
3. For any of the Result until the total amount has been agreed.

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

Level 9, Wisma Tune, No. 19, LorongDungun
Damansara Heights, 50490 Kuala Lumpur
Tel: 603-2087 9000 Fax: 603-2094 1366
Website: www.tuneprotect.com

If you are not satisfied with the response or the decision of our Company, you may submit your complaint either to The Ombudsman For Financial Services (OFS) within 6 months from the date of our Company's final decision or to Bank Negara Malaysia (BNM).

Your complaint shall be submitted to either OFS or BNM based on the following limits:-

- (a) RM 250,000 for a dispute involving financial services or products other than a dispute in (b) and (c) below
- (b) RM 10,000 for a dispute on motor third party property damage insurance claims; and
- (c) RM 25,000 for a dispute on an unauthorised transaction through the use of a designated payment instrument or a payment channel such as internet banking, mobile banking, telephone banking or an unauthorised use of cheque
- (d) Complaint refers to BNM shall not exceed RM 500,000 involving claims, except if the complaint relates to the quality of service and unfair handling

The following are the contact details for OFS and BNM:

Chief Executive Officer

The Ombudsman For Financial Services

(formerly known as Financial Mediation Bureau)
Level 14, Main Block, Menara Takaful Malaysia
No. 4, Jalan Sultan Sulaiman, 50000 Kuala Lumpur
Tel: 603-2272 2811 Fax: 603-2272 1577
Website: www.ofs.org.my

Pengarah

Jabatan LINK & Pejabat Wilayah

Bank Negara Malaysia,
Peti Surat 10922, 50929 Kuala Lumpur
Tel: 1-300-88-5465
Fax: 603-2174 1515
Email: bnmtelink@bnm.gov.my

HEAD OFFICE:

Level 9, Wisma Tune, No. 19, Lorong Dungun, Damansara Heights, 50490 Kuala Lumpur.
Tel: 603-2087 9000 Fax: 603-2094 1366
Website: www.tuneprotect.com

BRANCHES:

SHAH ALAM

No. 57, Ground & 1st Floor,
Jalan Snuker 13/28, Seksyen 13,
40100 Shah Alam,
Selangor Darul Ehsan.
Tel : 03-5510 3667 / 5510 3730
Fax : 03-5513 5801

PENANG

10, Jalan Burma, 10050 Penang.
Tel : 04-228 3288 / 228 0233 /
04-228 6232
Fax : 04-227 8088

BUKIT MERTAJAM

Unit 2-11 & 2-12,
Kompleks Perniagaan
Pauh Jaya @ Frontage,
Jalan Baru, 13700 Seberang Perai,
Pulau Pinang.
Tel : 04-386 6518 / 386 6368
Fax : 04-386 6578

ALOR SETAR

No. 2174-T, Tingkat 1,
Taman Tunku Habsah,
05100 Alor Setar, Kedah.
Tel : 04-730 7988 / 732 7987
Fax : 04-732 7989

IPOH

Ground & 1st Floor,
No. 52, Jalan Medan Istana,
Bandar Ipoh Raya, 30000 Ipoh,
Perak Darul Ridzuan.
Tel : 05-254 3305 / 254 1239
Fax : 05-254 6789

MELAKA

No. 529 & 530, Ground Floor,
Taman Melaka Raya,
75000 Melaka.
Tel : 06-284 2828 / 281 2753
Fax : 06-283 5110

KUANTAN

A-109, Ground Floor, Sri Dagangan,
Jalan Tun Ismail, 25000 Kuantan,
Pahang Darul Makmur.
Tel : 09-514 5259 / 513 1914
Fax : 09-514 8970

SEREMBAN

No. 12, Ground Floor,
Jalan Dato Lee Fong Yee,
70000 Seremban,
Negeri Sembilan Darul Khusus.
Tel : 06-761 1694 / 767 6260
Fax : 06-763 3109

KOTA BHARU

Lot 702, PT 52, Tingkat Bawah,
Seksyen 9, Jalan Tok Hakim,
15000 Kota Bharu,
Kelantan Darul Naim.
Tel : 09-748 3986 / 748 4895
Fax : 09-744 5414

BATU PAHAT

1st Floor, No. 55-1, Jalan Chengal,
Taman Batu Pahat,
83000 Batu Pahat,
Johor Darul Takzim.
Tel : 07-431 3591 / 431 3752
Fax : 07-431 4779

KLUANG

No. 53, 1st & 2nd Flr,
Jln Rambutan, 86000 Kluang,
Johor Darul Takzim.
Tel : 07-7765 468
Fax : 07-7765 473

PUCHONG

No. 12-G, Jalan Puteri 2/6,
Bandar Puteri, 47100 Puchong,
Selangor Darul Ehsan.
Tel : 03-8063 5277 / 8063 5416
Fax : 03-8063 5419

JOHOR BAHRU

Unit 22-02 Level 22, Menara Zurich,
15 Jalan Dato Abdullah Tahir,
80300, Johor Bahru, Johor.
Tel : 07-330 5603 / 333 1518
Fax : 07-336 5539

KOTA KINABALU

Ground & 1st Floor,
No. 15, Jalan Pantai,
88000 Kota Kinabalu, Sabah.
Tel : 088-221 116/221 117/221 257
088-253 120 / 218 292
Fax : 088-218 272

KUALA TERENGGANU

No. 888C, Lot 3886, 1st Floor,
Jalan Sultan Sulaiman,
20000 Kuala Terengganu,
Terengganu Darul Iman.
Tel : 09-622 9828 / 622 4828 /
09-622 9337 / 624 5828
Fax : 09-622 3151

KUCHING

Lot 579, Section 10,
Kuching Town Land District,
Jalan Tun Ahmad Zaidi Adruce,
93400 Kuching, Sarawak.
Tel : 082-241 266 / 417 343
Fax : 082-256 045

TAWAU

TB4620 Block B, Ba Zhong
Commercial Centre,
Jalan Tawau Lama,
91000 Tawau, Sabah.
Tel : 089-763 177 / 763 178
Fax : 089-763 179

SANDAKAN

Ground Floor, Lot 3, Block 7,
Bandar Indah, Mile 4, Jalan Utara,
90000 Sandakan, Sabah.
Tel : 089-224 770 / 224 780
Fax : 089-224 790

MIRI

Lot 788, 1st Floor,
Jalan Bintang Jaya 4,
Bintang Jaya Commercial Centre,
98000 Miri, Sarawak.
Tel : 085-424 243 / 422 344
Fax : 085-438 904

SIBU

No. 17C, 1st Floor, Jalan Pedada,
96000 Sibu, Sarawak.
Tel : 084-353 033 / 353 055
Fax : 084-353 022