

STAMP DUTY PAID



Tune Protect Malaysia

Tune Insurance Malaysia Berhad

Company No.: 197601004719 (30686-K)

Head Office

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

T 1800 88 5753 **F** 603-2094 1366 **W** tuneprotect.com

SST Registration No.: W10-1808-31039805

Welcome to Tune Protect PA Easy (Tune Pro Personal Accident Plan)

Thank **you** for insuring with **Tune Protect PA Easy**. **You** can feel confident **you**'ve made the right choice. **Tune Protect PA 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.

- ✓ Your **Schedule**
- ✓ Any **endorsements**, which change **your** insurance cover as shown on **your Schedule**
- ✓ The **Certificate of Tune Protect PA 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

Important Notice

Please be informed that Service Tax will be implemented by the Government of Malaysia with effect from 1 September 2018 at a rate of six (6) per centum.

The Company reserves the right to collect from you an amount equivalent to the Service Tax payable on the applicable premium for the policy period, or in the event that the policy period commences before but expires after 1 September 2018, to collect from you an amount equivalent to the Service Tax payable on the applicable premium calculated from 1 September 2018 on a pro-rated basis.

Your obligation to pay Service Tax shall form part of the Terms and Conditions in your insurance policy.

The laws governing Service Tax are as per the Service Tax Act, 2018 and all Regulations passed by the Government of Malaysia from time to time.



Tune Protect PA Easy Policy

Whereas the Insured described in the Schedule hereto following the profession or occupation stated in the Schedule being desirous of insuring in the manner hereinafter mentioned with 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 it is agreed shall be the basis of the contract for the Insurance hereby intended to be made and incorporated herein and has paid or has agreed to pay to the Company the Premium stated in the aforesaid Schedule as a consideration for the Insurance for the period stated therein.

NOW THIS POLICY OF INSURANCE WITNESSETH that if during the Period of Insurance the Insured shall sustain any bodily injury caused by **ACCIDENTAL VIOLENT EXTERNAL AND VISIBLE MEANS WHICH SHALL SOLELY AND INDEPENDENTLY OF ANY OTHER CAUSE** result in the Insured's death or disablement as hereinafter defined or necessitate medical and/or hospital and surgical treatment as defined in this Policy (which terms provisos exclusions and conditions shall so far as the nature of them respectively will permit be deemed conditions precedent to the right to recover under this Policy) pay to the Insured or in the event of death to the Insured's legal personal representative the sum or sums of money specified in the Schedule and in accordance to the Tables of Benefits.

Definitions

For the purpose of this Policy, the following definitions apply:

1. **"Insured Person"** shall mean each of the Persons described in the Schedule attached as an Insured Person.
2. **"Bodily Injury"** shall mean injury suffered by the Insured Person anywhere in the world caused solely and directly by an accidental means and shall exclude bodily injury caused by sickness, disease or medical disorder.
3. **"Temporary Total Disablement"** shall mean disablement, which entirely prevents the Insured Person from attending to all normal duties of his or her usual occupation, profession or business.
4. The aggregate maximum period payable in respect of any one injury under Items 3 shall not exceed 104 weeks from the commencement or disablement.
5. **"Loss"** as used above shall mean total loss of use or entire physical loss occasioned by physical separation.
"Loss of limb" shall mean loss of a hand or foot at or above wrist or ankle or of an arm or leg at or above elbow or knee.
"Loss of eye" shall include total and irrecoverable loss of sight in an eye.
"Loss of hearing" shall mean total and irrecoverable loss of the ability of hearing.
"Loss of speech" shall mean total and irrecoverable loss of the ability to utter intelligible sound.
6. Total Paralysis, being Permanently Bedridden and Total Permanent Disablement shall mean such state of disablement which entirely prevents the Life Insured from attending to gainful employment or occupation of any and every kind and which lasts 12 calendar months and at the expiry of the period beyond any hope of improvement.
7. Any permanent partial disablement not specified above other than loss of taste or smell shall be assessed by the Company as in the opinion of the Company's medical advisers is not inconsistent with the Company's scale without regards to the Insured person's occupation.

The aggregate of all percentages payable in respect of any one accident to any one Life Insured shall not exceed 100%. In the event of a total of 100% having been paid, all insurance hereunder shall immediately cease to be in force in respect of that Life insured. All other losses, smaller than 100%, if having been paid shall reduce the respective Life Insured's coverage under Benefits 1 and 2 by that amount from the date of accident until the expiration of the Policy.

Geographical limits

The Insurance shall apply 24 hours a day anywhere in the world.

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Table of Benefits – For Permanent Disablement

Description		% of Principal Sum Insured
occurring within twelve calendar months of the accident		
LOSS OF TWO LIMBS		
Loss of two limbs		100%
Loss of both hands, or of all fingers and both thumbs		100%
Total loss of sight of both eyes		100%
Any other injury causing permanent total disablement		100%
Loss of arm	- at shoulder	100%
	- between shoulder and elbow	100%
	- at elbow	100%
	- between elbow and wrist	100%
Loss of hand	- at wrist	100%
Loss of leg	- at hip	100%
	- between knee and hip	100%
	- below knee	100%
Loss of eye	- sight of	100%
	- sight, except perception of light	50%
	- lens of	50%
Loss of four fingers and thumb of one hand		50%
Loss of four fingers		40%
Loss of thumb	- both phalanges	25%
	- one phalanx	10%
Loss of index finger	- three phalanges	10%
	- two phalanges	8%
	- one phalanx	4%
Loss of middle finger	- three phalanges	6%
	- two phalanges	4%
	- one phalanx	2%
Loss of ring finger	- three phalanges	5%
	- two phalanges	4%
	- one phalanx	2%
Loss of little finger	- three phalanges	4%
	- two phalanges	3%
	- one phalanx	2%
Loss of metacarpals	- first or second	3%
	- third, fourth or fifth	2%
Loss of toes	- all	15%
	- great, both phalanges	5%
	- great, one phalanx	2%
	- other than great if more than one toe lost each	1%
Loss of hearing	- both ears	75%
	- one ear	15%
Loss of speech		50%
Shortening of arm	- more than 1" up to 2"	2.5%
	- more than 2" up to 4"	5%
Shortening of leg	- more than 4"	12.5%
	- more than 1" up to 2"	5%
	- more than 2" up to 4"	10%
	- more than 4"	25%



Coverage

BENEFITS:

- 1. ACCIDENTAL DEATH** occurring within twelve (12) calendar months of the accident The Company will pay the Insured's legal personal representative the amount of RM50,000.
- 2. PERMANENT DISABLEMENT** occurring within twelve (12) calendar months of the accident. The Company will pay the Insured the scale of Compensation as stated in the table of Benefits up to RM50,000.
- 3. MEDICAL EXPENSES** benefits necessarily and reasonably incurred for medical or surgical treatment attended by a qualified and registered Medical Practitioner subject to presentation of original bills/receipts up to RM2,000 per incident. Medical Expenses shall also include the following expenses incurred by the Insured Person.
 - a. Traditional Medical Treatment**

The Company will reimburse the actual costs of Traditional Treatment or Sinseh Bomoh including medicine subject to the sub-limits specified in the Schedule incurred by the Insured as a result of an accident. Reimburse costs of Traditional Medical Treatments including medicine that must be supported by receipts. The maximum compensation is RM50 per visit subject to a maximum of RM500 per accident.
- 4. HOSPITAL INCOME ALLOWANCE**

In the event the Insured requires hospitalization as a result of an accident the Company will pay the Insured a daily cash benefit of RM50 for each full day hospitalization for the period of hospitalization in any registered hospitals in Malaysia, up to a maximum of one hundred and twenty (120) days. This benefit is triggered only if the Insured is hospitalized for more than twelve (12) hours due to an accident.
- 5. COSMETIC SURGERY**

The Company will reimburse the Insured up to a maximum of RM1, 000 per policy period in respect of the actual medical expenses incurred by the Insured for Corrective Cosmetic Surgery performed on the Insured's neck, head or chest (naval up) following injuries sustained as a result of an accident, provided such Corrective Cosmetic Surgery is recommended and/or performed by a licensed Cosmetic Surgeon.
- 6. BEREAVEMENT ALLOWANCE**

The Company will pay the Insured's legal personal representative the amount of RM2, 000 as Bereavement Allowance in the event of Accidental Death.

Provision

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 under the Medical Expenses shall be payable only if such medical or surgical treatment is furnished to the Insured by a qualified Medical Practitioner or a Sinseh within two (2) years after the date of accident, provided that the first expense is incurred within twenty six (26) weeks after the date of accident.
3. Daily Compensation under Cash Allowance is payable only if the Insured is hospitalized within twenty one (21) days of the date of accident. The maximum period of compensation for any one accident is one hundred and twenty (120) days. This benefit is only payable if the Insured is hospitalized for more than twelve (12) hours. Successive periods of hospital confinement due to the same cause shall be considered as one accident.

Extensions

a. 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 exclude mosquito bites.

b. 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 Life Insured's own willful or intentional act or act of suicide.

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Conditions

1. **Condition Precedent To Liability** - The due observance and fulfillment of the terms and conditions of this Policy insofar as they relate to anything to be done or not be done by the Insured or his/her legal personal representative shall be conditions precedent to any liability of the Company to make any payment under this Policy.
2. **Notice** - Every notice or communication to be given under this Policy by the Insured to the Company must be delivered in writing to the Head Office or any Branch Office of this Company. No alteration in the terms of this Policy shall be valid unless approved by an Authorized Representative of the Company and such approval be endorsed hereon.
3. **Misstatement** - The Company shall not be liable if there be any misstatement in or if a material fact be omitted from the Proposal.
4. **Change in Risk** - The Insured shall give immediate notice to the Company of any change of address occupation pursuits or any injury disease physical defect or infirmity by which the Insured has become affected.
5. **Alterations** - The Company reserves the right to amend the terms and conditions of this Policy and such alteration to this Policy shall only be valid if authorized by the Company and endorsed hereon.
6. **Age limit** - No person shall be included for cover under this policy who has yet to attain the age of 18 years old. This Policy does not cover Insured over the age of 70 years old.
7. **Beneficiary Clause** - It is hereby declared and agreed that in the event of the Death of the Insured/Insured Person(s) such event being the direct consequences of a peril as insured by the within Policy then the resulting compensation due shall be payable to the beneficiaries nominated by the Insured/Insured. Person(s) as mentioned in the schedule of this Policy, whose receipt alone shall be an effectual discharge of the Company's liability under this Policy.
8. **Cancellation** - The Company may at any time by giving fourteen (14) days' notice to the Insured by Registered Letter at Insured's address last known to the Company be at 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 of insurance. This Policy may also be cancelled at any time by the Insured on notice to the Company in which event the Insured shall be entitled to a return of the premium less premium at the Company's Short Period Rates for the time the Policy has been in force subject to a minimum premium of RM10.00.

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

9. **Claims**
 - a. Notice of injury on which the claim may be based and which is covered by this Policy, must be given in writing to the Company within (14) days after the occurrence. The Company upon receipt of such notice shall furnish the Insured with a claim form for the filing of proof of claim.
 - b. In case of death reasonable notice must be given to the Company before burial or cremation and the Company may require to be represented at a post-mortem or examination on the body of the Insured. The Company shall have the right and opportunity to make an autopsy at their own expense where it is not forbidden by law. Immediate notice of time and place shall be given to the Company of any inquest appointed.

All certificates, information and evidence required by the Company shall be furnished by the Insured or his legal personal representative and shall be in such form and of such nature as the Company may prescribe.

Affirmative proof of loss must be furnished to the Company within one hundred and eighty (180) days after the date of loss. All indemnities provided in this Policy will be paid after receipt of due proof.

All claims hereunder shall be submitted through the named Insured. Compensation for loss of life of the Insured is payable to the legal personal representative of the Insured. All other compensation under this Policy shall be payable to the Insured. Any receipt or discharge which the Insured or his legal personal representative may grant to the Company for any capital sum or compensation under this Policy shall be deemed a final and complete discharge of all liability of the Company in respect of any and every injury or contingency (including death) resulting to the Insured in consequence of the accident whether resulting before or after the date of such receipt or discharge.



- 10. Limitations Controlled by Statute** - If any time limitation under this Policy, with respect to giving notice of claim or furnishing proof of loss, is less than that permitted by the law of the state in which the Insured resides at the time this Policy is issued, then the limitation period under this Policy shall be deemed to be extended to agree with the minimum period permitted by such law.
- 11. Compliance with Policy Provisions** - Failure to comply with any of the provisions contained in this Policy shall invalidate all claims hereunder.
- 12. 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.
- 13. Claims Period** - In no case whatsoever shall the Company be liable for death or Loss or Disablement after the expiration of twelve months from the happening of the accident unless is the subject of pending action or arbitration.
- 14. Currency and Exchange Rates** - All premiums shall be paid in Malaysian Ringgit. In the event that the Insured being admitted into a hospital and/or receive medical treatment outside Malaysia and render bills in a currency other than Malaysian Ringgit, the Company shall indemnify the Insured or his legal personal representative in Malaysian Ringgit based on the quoted exchange rate (open market rate if a free market, official rate if not a free market) at the date the Insured is discharged from hospital.
- 15. Applicable Law** - This Policy, and all rights, obligations and liabilities arising hereunder, shall be construed and determined 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.

- 16. Premium Warranty Clause** - It is fundamental and absolute special condition of this contract of insurance that the premium due must be paid and received by the Company 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 Company shall be entitled to the pro-rata premium for the period they have been on risk.

Where the premium payable pursuant to this warranty is received by an authorized agent of the Company, the payment shall be deemed to be received by the Company for the purposes of this warranty and the onus of proving that the premium payable was received by an authorized agent, who was not authorized to receive such premium shall lie on the Company.

Subject otherwise to the terms and conditions of this Policy.

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.

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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.

Exclusions

This Policy does not cover loss bodily injury death or disablement directly or indirectly wholly or partly arising out of or consequent upon or contributed by:

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.
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 fifty (50) meters in depth.
10. Provoked murder and assault.
11. Participation in any professional sports, martial arts, 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.

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16. Any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss. An act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, or any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), which from its nature or context is done for, or in connection with, political, religious, ideological, ethnic or similar purposes or reasons, including the intention to influence any government and/or to put the public, or any section of the public, in fear.
17. Amateur Sports Activities.
18. Motorcycling.



IMPORTANT NOTICE

Complaints

If you have any complaint regarding our services rendered and/or to matters relating to this policy, you are advised to write to our Customer Complaint Unit. If you are still not satisfied with our response or decision, you may submit your complaint(s) which depending on its nature shall go to either one (1) of the following;

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

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: 03-2174 1515
Email: bnmtelelink@bnm.gov.my

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