



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.

T 1800 88 5753 **W** tuneprotect.com

Personal Accident Insurance Policy

This is Your Personal Accident Insurance policy wording. Please read this policy wordings carefully to ensure that You understand the terms and conditions and the cover that You require is being provided. If there are any questions after reading this policy wordings, please contact Your insurance advisor or Us. If there are any changes in Your circumstances that may affect the insurance provided, please notify Us immediately, otherwise You may not receive the full benefits of this Policy.

In consideration of You paying the required premium and by Us accepting it, We will provide You the insurance coverage for the applicable benefits shown in Your Certificate of Insurance, subject to the terms and conditions as stated in this Policy.

Your Policy comprises of this policy wording, the Certificate of Insurance and any endorsements issued, where applicable. 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 written proposal (if applicable) and any declaration of information submitted by You to Us shall form the basis of this contract of insurance between You and Us. The conditions appearing in this Policy or in any endorsements are part of this contract and must be continuously complied with by the Master Policyholder, You and any other Insured Person before We pay a claim.

The benefit(s) payable under eligible policy is(are) protected by PIDM up to limits. Please refer to PIDM's TIPS Brochure or contact Tune Insurance Malaysia Berhad or PIDM (visit www.pidm.gov.my)



SCHEDULE OF BENEFITS

| No. | Benefits | Sum Insured Limit (RM) |
|-----|--|--|
| 1 | Accidental Death | 20,000 |
| 2 | Permanent Disablement | 20,000 |
| 3 | Medical Expenses | 1,000 |
| 4 | Daily Hospital Allowance (Applicable to Hospitalisation in Government Hospitals only) | 50 per day, up to 20 consecutive days |
| 5 | Bus Delay (For every 4 consecutive hours of delay) | 50 for every 4 consecutive hours of delay, up to 100 |
| 6 | Loss of Personal Luggage (excluding jewellery, electronics, handphones and cash) | Up to 250 |
| 7 | Trip Cancellation | Up to 100 |





A. DUTY OF DISCLOSURE

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

Pursuant to Schedule 9 of the Financial Services Act 2013, the Master Policyholder and Insured Person have a duty of care not to make any misrepresentation in answering the questions or providing any information requested when purchasing this Policy. All answers and disclosures provided must to the best of their knowledge be complete, honest and accurate as this information forms the basis of this contract of insurance and have been relied upon by Us in deciding to issue this Policy.

This duty of disclosure shall be on-going until the time this Policy is entered, varied or renewed with Us. The Master Policyholder and Insured Person must inform Us of any change to the information given to Us in the answers provided or in respect of any matter previously disclosed to Us in relation to this Policy if such changes had taken place after submission of the application for new business or renewal is made.

However, in the event of any pre-contractual misrepresentation made in relation to the answers provided or in any disclosures given by the Master Policyholder and Insured Person to Us, the remedies in Schedule 9 of the Financial Services Act 2013 will apply.

B. ELIGIBILITY

AGE

To be eligible for cover under this Policy, the Insured Person must be at least 2 months of age and not exceeding 70 years of age.

Note: Age is determined as at the Insured Person's last birthday.

C. POLICY PERIOD

Coverage under this Policy under Benefits 1, 2, 3, 4 and 6 are only applicable during the Operative Time.

D. PREMIUM

1. CASH BEFORE COVER

The premium for this Policy must be received by Us on or before each premium due date and this Policy shall not be effective unless the premium has been paid. No claims will be payable during any period for which premium has not been received by Us.

2. PREMIUM RATES

- a) The premium rate is not guaranteed and may be revised. We will notify the Master Policyholder in writing 30 days before such change takes effect.
- b) In the event a premium rate change is required due to a regulatory requirement by the Government or any other sanctioned authority, a shorter notice period and effective date may apply.



E. BENEFITS

The Insured Person must refer to the Schedule of Benefits for details on the Benefit and Sum Insured limit of each Benefit.

BENEFIT 1: ACCIDENTAL DEATH

If the Insured Person sustains an Injury during the Operative Time that directly results in Accidental death within 365 days from the date of the Accident, We will pay the Sum Insured specified in the Schedule of Benefits.

Specific conditions applicable to this Benefit:

1. This Policy will automatically terminate for the Insured Person when a claim is paid under this Benefit; and
2. Any claim payable under this Benefit shall be reduced by any amount paid or payable under 'Benefit 2: Permanent Disablement' for the same Accident;

BENEFIT 2: PERMANENT DISABLEMENT

If the Insured Person sustains an Injury during the Operative Time that directly results in one of the events listed in the Scale of Compensation below within 365 days from the date of the Accident, We will pay the percentage of the Sum Insured specified in the Scale of Compensation.

Scale of Compensation:

| No. | Injury resulting in the following Events: | Percentage of Sum Insured payable as specified in the Schedule of Benefits |
|-----|--|--|
| 1 | Permanent Total Disablement | 100% |
| 2 | Permanent Quadriplegia | 100% |
| 3 | Permanent Paraplegia | 100% |
| 4 | Permanent Total Loss of sight of both eyes | 100% |
| 5 | Permanent Total Loss of sight of one eye | 100% |
| 6 | Permanent Total Loss of two or more Limbs | 100% |
| 7 | Permanent Total Loss of one Limb | 100% |
| 8 | Permanent Total Loss of Speech | 75% |
| 9 | Permanent Total Loss of hearing in: (i) Both ears | 75% |
| | (ii) One ear | 15% |
| 10 | Permanent Total Loss of four Fingers and Thumb of either Hand | 70% |
| 11 | Permanent Total Loss of four Fingers of either Hand | 40% |
| 12 | Permanent Total Loss of one Thumb of either Hand (i) Both joints | 30% |



| | | |
|----|---|--|
| | (ii) One joint | 15% |
| 13 | Permanent Total Loss of any one Finger of either Hand (i) Three joints | 10% |
| | (ii) Two joints | 7% |
| | (iii) One joint | 5% |
| 14 | Permanent Total Loss of Toes of either Foot (i) All Toes – one Foot | 15% |
| | (ii) Big Toe – both joints | 5% |
| | (iii) Big Toe – one joint | 3% |
| | (iv) Other than the Big Toe, each Toe | 1% |
| 15 | Permanent disablement not otherwise provided for under Events 9 to 14 inclusive | We will assess the percentage of the Sum Insured payable and shall have absolute discretion in determining such percentage, consistent with the Sum Insured provided under Events 9 to 14 inclusive. The maximum amount payable under Event 15 is 75% of the applicable Sum Insured as specified in the Schedule of Benefits. |

Specific conditions applicable to this Benefit:

1. The maximum Sum Insured payable under this Benefit regardless of the number of Events suffered, is 100% per Insured Person.
2. A claim under this Benefit will only be paid once for the same part of the body.
3. If the Insured Person suffers Accidental death regarding the same Accident within 365 days from the date of the Accident, any Sum Insured payable under this Benefit shall be reduced from any amount paid or payable under 'Benefit 1: Accidental Death'.
4. This Policy will automatically terminate for the Insured Person when 100% of the Sum Insured is paid under this Benefit.

BENEFIT 3: MEDICAL EXPENSES DUE TO AN INJURY

If the Insured Person sustains an Injury during the Operative Time, We will reimburse the Medical Expenses incurred by the Insured Person within 30 days from the date of the Accident up to the Sum Insured limit payable as stated in the Schedule of Benefits.

Specific definition applicable to this Benefit:

Medical Expenses shall mean any actual, reasonable and necessary expenses incurred for Hospitalisation, medical treatment or supplies, medical services, which are medically necessary to treat an Insured Person as prescribed by a Doctor and which do not exceed the usual level of charges for similar treatment for the same Injury, supplies or medical services in the locality where the expenses are incurred and does not include charges that would not have been made if no insurance existed. It does not include any medical transportation services and treatment by a physiotherapist.



Specific conditions applicable to this Benefit:

1. This Benefit is only payable:
 - (a) If the first medical treatment sought for the Injury is within 30 days from the date of the Accident.
 - (b) For Medical Expenses incurred directly resulting from the Injury.
 - (c) Only after supporting documents, including attending Doctor's reports and referral letters, are provided to Us together with original Medical Expenses bills and receipts.
2. We will only be liable to pay for the remaining amount incurred over and above the refunded amount up to the Sum Insured limit as stated in the Schedule of Benefits if the Insured Person is entitled to a refund of the Medical Expenses from any other source.
3. If the Insured Person requires Hospitalisation, any Hospitalisation accommodation for the Insured Person is restricted up to the cost of a single standard private room.
4. Sum Insured limit as stated in the Schedule of Benefits if the Insured Person is entitled to a refund of the Medical Expenses from any other source.
5. If the Insured Person requires Hospitalisation, any Hospitalisation accommodation for the Insured Person is restricted up to the cost of a single standard private room.

Specific exclusions applicable to this Benefit:

We will not pay any claim in connection with:

1. Any expenses relating to medical service or treatment that is experimental, investigational, research, preventive or screening in nature.

BENEFIT 4: DAILY HOSPITAL ALLOWANCE

If the Insured Person sustains an Injury during the Operative Time and is Hospitalised within 30 days from the date of the Accident, We will pay the Sum Insured specified in the Schedule of Benefits for every completed 24 consecutive hours the Insured Person spends as an in-patient in a Hospital.

Specific conditions applicable to this Benefit, in addition to the General Policy Conditions:

1. A claim under this Benefit will only be payable once per Accident, regardless of the number of Injuries sustained.
2. The Insured Person must provide Us with the discharge summary and medical reports issued as evidence of such Hospitalisation.

Specific exclusions applicable to this Benefit:

We will not pay any claim in connection with:

1. Any Hospitalisation other than in a government Hospital.



BENEFIT 5: BUS DELAY

If the departure of the Express Bus in which the Insured Person have arranged to travel is delayed from the time specified in the Express Bus ticket supplied to the Insured Person, We will pay the Insured Person RM50 for each complete 4 consecutive hours of delay up to the limit as specified in the Schedule of Benefits.

The delay must be verified in writing by the Express Bus service provider or their handling agent(s) on the number of hours delayed. If the Insured Person is entitled to a refund of all or part of such expenses from another source, We will only be liable for the excess of the amount recoverable from such other source.

Specific exclusions applicable to this Benefit:

We will not pay for any claims under this Benefit arising directly or indirectly from, in respect of, or due to:

1. The Insured Person's late arrival at the bus terminal.
2. The Insured Person's failure to obtain a written confirmation from the Master Policyholder or their handling agents on the number of hours of delay.
3. Strike, riot or industrial action.
4. Any delay which the Insured Person is made aware of 24 hours or more prior to the original scheduled departure time as stated on the Insured Person's ticket.
5. Adverse weather conditions.
6. Any prohibition or regulations by any government or immigration authority.

BENEFIT 6: LOSS OF PERSONAL LUGGAGE

If the Insured Person's personal baggage taken with the Insured Person during the Operative Time which has been deposited in the storage compartment of the Express Bus is:

1. stolen due to Theft whilst in the custody of the Express Bus service provider; or
2. accidentally damaged due to the negligence of the Express Bus service provider;

We will reimburse the Insured Person either for the cost of the lost item or reimburse the repair cost of the damaged item up to the Sum Insured limit stated in the Schedule of Benefits.

Specific conditions applicable to this Benefit:

1. A claim payable under this Benefit shall be based on the value of the item at the time it was stolen or accidentally damaged;
2. This Benefit is only payable if:
 - (a) the Insured Person lodges a police report on the stolen baggage within 24 hours of such occurrence;
 - (b) the Insured Person lodges an incident report with the Express Bus service provider within 24 hours of such occurrence;
 - (c) the Theft is inflicted upon the Insured Person by individuals other than the Insured Person's relative or any individuals who resides permanently with the Insured Person;
3. the Insured Person takes all necessary measures to ensure the Insured Person's baggage are kept safe and secured throughout the Operative Time.

Specific exclusions applicable to this Benefit:



We will not pay any claim under this Benefit for:

1. All forms of jewellery and electronic devices.
2. Cash, travel documents, credit cards, financial securities and instruments of any kind, currency notes or traveller's cheques, driving license and identity cards.
3. Damage caused by mechanical or electrical breakdown.
4. Damage caused by leaking powder or fluid.
5. Wear, tear or damage due to any process of repair, gradual deterioration, moths, vermin, atmospheric or weather condition.
6. Damage due to scratching or denting unless such damage results in the item no longer fit for the purpose which it was designed for.
7. All items that are left unattended during the Operative Time.
8. Any unexplained disappearance of the Insured Person's items.
9. Items that are confiscated by any customs or other regulations.

BENEFIT 7: TRIP CANCELLATION

We will reimburse the Insured Person up to the limit as specified in the Schedule of Benefits, for the pre-paid Express Bus ticket in the event of necessary and unavoidable cancellation of the Insured Person's trip arising from causes beyond the Insured Person's control occurring after this insurance has been affected which is as a result of the following insured events:

1. Death, Serious Illness or Injury of the Insured Person or an Immediate Family Member; or
2. Damage to the Insured Person's residence due to Natural Disaster;

Specific conditions applicable to this Benefit:

1. A claim under this Benefit will only be payable if:
 - (a) The Express Bus ticket together with this Policy is purchased at least 7 days before the Insured Person's scheduled departure date as stated on the Express Bus ticket.
 - (b) Insured events must occur within 7 days prior to the Insured Person's scheduled departure date as stated on the Express Bus ticket.
2. This Policy will terminate once a claim under this Benefit had been paid.

Special Exclusions applicable to Benefit:

1. We shall not be liable for any loss resulting directly or indirectly (in whole or in part) from:
 - (a) Criminal acts committed by the Insured Person;
 - (b) War, riot, popular movements, terrorist acts;
 - (c) Any Pre-Existing Conditions;
 - (d) Any effect of a source of radioactivity;
 - (e) Any pollution;
 - (f) Epidemics;
 - (g) Pandemic subject to exception specified in g) under COVID-19 Coverage;
 - (h) Bankruptcy;
 - (i) Any loss which is compensated by any other insurance policy or is payable by any other sources. We will however, pay for the difference between what is payable by the other insurance policy, or from such other source and what the Insured Person would otherwise be entitled to recover under this Policy;

- (j) Any cancellation made purely out of concern for safety when the destination is in fact safe for travel and there has been no travel warning issued by the government of such destination and/or no airport closure.



F. GENERAL POLICY DEFINITIONS

Any word that appears in this Policy which begins in capital letter shall be interpreted and defined as shown below.

1. **Accident or Accidental** shall mean a sudden, unforeseeable, unintentional, unexpected, unusual, and specific event caused external to the body that occurs at an identifiable time and place during the Operative Time.
2. **Activities of Daily Living** shall mean the following basic activities that the Insured Person is able to perform on their own:
 - (a) Washing – refers to the ability to wash and clean oneself;
 - (b) Toileting – refers to the ability to use the restroom safely and manage bladder and bowel functions;
 - (c) Dressing - refers to the ability to put on and remove all appropriate clothing or other medical appliances properly where required;
 - (d) Feeding - refers to the ability to use cutlery and feed oneself properly;
 - (e) Mobility - refers to the ability to move from one room to another or one place to another; and
 - (f) Transferring - refers to the ability to move from a bed to a wheelchair and back again.
3. **Benefit** shall mean the benefits provided under this Policy as stated in the Schedule of Benefits.
4. **Big Toe** shall mean the first digit of a Foot.
5. **Claimant** shall mean the person who is entitled to make and receive a claim under this Policy. This can be the Insured Person or their legal representative.
6. **Congenital Conditions** shall mean any medical or physical abnormalities existing at the time of birth, as well as neo-natal physical abnormalities developing within 6 months from the time of birth.
7. **Certificate of Insurance** shall mean the document which contains the particulars of the Insured Person and other details of this Policy.
8. **Doctor** shall mean a registered medical practitioner who is registered and licensed to practice western medicine and who, in rendering such treatment, is practicing within the scope of his licensing and training in the geographical area of practice. The Doctor must not be the Insured Person, the Insured Person's employee, employer, parent, legal spouse, sibling or child.
9. **Epidemic** shall mean a sudden severe outbreak of disease that spreads rapidly and affects, within a very short period, an inordinately large number of people within a geographical region. For a non-exhaustive example, SARS / Swine Flu (H1N1) / Bird Flu.
10. **Express Bus** shall refer to Causeway Link express bus owned by the Master Policyholder which are large vehicle legally licensed to carry passengers from one place to another, driven along particular routes which bus ticket must be purchased by the Insured Person through designated platforms.
11. **Finger** shall mean a digit of a Hand.
12. **Foot** shall mean the entire foot below the ankle.
13. **Hand** shall mean the entire hand below the wrist.



14. **Hospital** shall mean an establishment legally constituted and registered for the care and treatment of sick and injured persons as paying patients which:
- (a) has facilities for diagnosis and major surgery;
 - (b) provides 24 hours a day nursing services by registered and graduate nurses;
 - (c) is under the supervision of a Doctor; and
 - (d) is not primarily a clinic, a place for treatment of alcoholics or drug addicts, a rehabilitation centre, a nursing home, rest home or convalescent home or a home for the aged or similar establishment.
15. **Hospitalisation/Hospitalised** shall mean the admission and confinement of a person in a Hospital as a registered patient upon the recommendation of a Doctor to receive medically necessary treatment for a minimum period of 24 consecutive hours. If the person does not physically stay in the Hospital for the whole period of confinement, they shall not be considered as a registered patient.
16. **Immediate Family Member** shall mean the Insured Person's:
- (a) Legal spouse;
 - (b) Legal, adoptive and/ or biological children;
 - (c) children-in law;
 - (d) Siblings;
 - (e) Parents;
 - (f) Parents-In-Law;
 - (g) Grandparents.
17. **Injury** shall mean physical injury to the Insured Person's body sustained during the Operative Time which is caused solely by an Accident and is independent of any other causes including Illness, pre-existing or Congenital Condition.
18. **Insured Person/You/Your** shall mean a fare-paying passenger of an Express Bus who:
- (a) has opted for this insurance plan when purchasing their Express Bus ticket through the designated platform for a scheduled journey;
 - (b) has been declared for cover under this Policy;
 - (c) is named in the Certificate of Insurance;
 - (d) is covered under this Policy during the Operative Time; and
 - (e) is responsible for premium payments.
- The Insured Person has the right to exercise all privileges under this Policy.
19. **Limb** shall mean the entire limb between the shoulder and the wrist or between the hip and the ankle.
20. **Master Policyholder** shall refer to Handal Indah Sdn Bhd.
21. **Natural Disaster** shall refer to event due solely to natural causes that has catastrophic consequences including but is not limited to avalanche, earthquake, flood, forest fire, hurricane, landslides, tornado, tsunami or typhoon.
22. **Operative Time** shall refer to the period for which the Insured Person is covered under this Policy for Benefits 1, 2, 3, 4 and 6, which commences from the time the Insured Person is entering into, continues while the Insured Person is travelling in and ends from the time the Insured Person alights from the Express Bus during a scheduled journey.
23. **Pandemic** shall mean an outbreak of infectious disease, which meets the following criteria set by World Health Organization (WHO), that spreads through population across a large region or worldwide.
- (a) Emergence of a disease new to a population.
 - (b) Agents infect humans, causing serious illness.
 - (c) Agents spread easily and sustainably among humans.



24. **Paraplegia** shall mean the entire paralysis of both legs and part or whole of the lower half of the body.
25. **Permanent** shall mean continuing for a duration of at least 12 consecutive months and at the end of such duration is confirmed by a Doctor as being beyond hope of improvement and will in all probability continue throughout the Insured Person's life.
26. **Policy** shall mean this insurance contract comprising of the policy wording, Certificate of Insurance and any documents, such as but not limited to endorsements, issued by Us to the Insured Person.
27. **Pre-Existing Condition** shall mean any injury, sickness or condition that the Insured Person has reasonable knowledge of before or on the date the Insured Person was first covered under this Policy. The Insured Person may be considered to have reasonable knowledge of a Pre-Existing Condition where the injury, sickness or condition is one for which:
 - (a) the Insured Person had sought, received or is receiving treatment, medication, diagnosis or medical advice; or
 - (b) the Insured Person has been recommended treatment, medication or medical advice; or
 - (c) clear and distinct symptoms are or were evident to the Insured Person; or
 - (d) its existence would have been apparent to a reasonable person in the circumstances.
28. **Quadriplegia** shall mean a complete paralysis of both legs and both arms.
29. **Route** shall refer to the destination of the scheduled journey of the Insured Person for which the Express Bus ticket was purchased for.
30. **Schedule of Benefits** shall mean the benefits applicable to this Policy together with the corresponding limits.
31. **Serious Illness** whenever applied to the Insured Person or Immediate Family Member shall mean Illness certified as being life threatening and requiring immediate treatment by a Doctor and which results in the Insured Person or Immediate Family Member being certified by that Doctor as unfit to travel or to continue with the Insured Person's trip.
32. **Illness** shall mean any noticeable change in the Insured Person's physical health that requires the care of a Doctor acting within the scope of his/her license to treat an Illness.
33. **Sum Insured** shall mean the maximum amount which is payable for a Benefit specified in the Schedule of Benefits.
34. **Theft** shall mean the act of taking another person's property without that person's consent with the intent to deprive the rightful owner of such property.
35. **Thumb** shall mean the first digit of a Hand.
36. **Toe** shall mean a digit of the Foot.
37. **Total Disablement** shall mean a disablement which completely prevents the Insured Person from engaging in gainful employment of any and every kind and the Permanent inability of the Insured Person to perform at least 3 out of the 6 Activities of Daily Living.
38. **We/Us/Our/Ours/Company** shall mean Tune Insurance Malaysia Berhad.



G. GENERAL POLICY CONDITIONS

1. ARBITRATION

Any dispute or differences that may arise regarding this Policy between the Insured Person and Us shall be referred to an arbitrator who shall be appointed in writing by the parties in difference. In the event the parties in difference are unable to agree on who is to be the arbitrator within 1 month of being required in writing to do so, then both parties shall be entitled to appoint an arbitrator each who shall proceed to hear the differences together with an umpire to be appointed by both arbitrators. All arbitration proceedings must be referred to an arbitrator within 12 months from the date of such disclaimer, failing which We will no longer be liable for such claim.

2. AUTOMATIC TERMINATION OF POLICY

This Policy will be automatically terminated for the Insured Person upon the occurrence of any of the following:

- (a) Upon cancellation of the Policy as specified under 'General Policy Condition 3: Cancellation of Policy by; or
- (b) due to non-payment of premium or premium not paid on time; or
- (c) upon the expiry of the Operative Time; or
- (d) when the Insured Person ceases to satisfy any one of the criteria stated in 'Section B: Eligibility'; or
- (e) upon the death of the Insured Person.

3. CANCELLATION OF POLICY

- (a) Cancellation right of the Company

Prior to the commencement of the Insured Person's Operative Time, We may cancel this Policy by giving 30 days written notice to the Insured Person's last known address or email. Upon such cancellation, We will provide a full refund of the premium to the Insured Person.

- (b) Cancellation right of the Insured Person

Prior to the commencement of the Insured Person's Operative Time, the Insured Person may request for the cancellation of this Policy by giving 14 days written notice to Us. Upon such cancellation, We will provide a full refund of the premium to the Insured Person.

4. CHANGES IN POLICY

Changes in terms and conditions by Us

We reserve the right to amend the terms and condition of this Policy by giving a 30-day written notice to the Insured Person, before the date such change takes effect, according to the last known address in Our records. Any changes to this Policy shall only be valid if authorised by Us and an endorsement is issued to reflect such changes.

However, in the case of changes required due to any regulatory requirement by the Government or any other sanctioned authority or misrepresentation or fraud as stipulated in 'General Policy Conditions 12: Misrepresentation or Fraud', immediate written notice shall be given.

5. CONDITIONS PRECEDENT TO LIABILITY

The due observance and the fulfilment of the terms and conditions of this Policy by the Insured Person and in so far as they relate to anything to be done or complied with by the Insured Person shall be conditions precedent to any liability of Us.

6. CURRENCY OF PAYMENT

Any premium or claim payments under this Policy shall be made in the legal currency of Malaysia. Claim payments in any other currency other than the legal currency of Malaysia shall only be made if the Insured Person is out of Malaysia on the date of claim payment. Such claims shall be payable based on the prevailing currency exchange rate as determined by Bank Negara Malaysia on the date of claim payment.



7. DUPLICATION OF COVER

The Insured Person can only be covered under 1 individual policy for this product. If the Insured Person is found to be covered under more than 1 policy, We will consider the Insured Person to be covered under the Policy that was first issued to the Insured Person.

8. GEOGRAPHICAL LIMITS

All benefits provided in this Policy are applicable worldwide for 24 hours a day, unless otherwise stated in this Policy.

9. GOVERNING LAW

This Policy and all rights, obligations and liabilities that may arise under this Policy is issued in accordance with the laws of Malaysia. Malaysian courts shall have exclusive jurisdiction over this Policy.

10. LEGAL PROCEEDINGS

No action at law or in equity shall be brought to recover on this Policy prior to expiration of 60 days from the date We receive the required complete documents for claims submitted in accordance with the requirements of this Policy. If the Insured Person fails to furnish the required completed documents as stipulated by the terms, provisions and conditions of the Policy, the Insured Person may, within a grace period of 1 calendar year from the time that the written proof of loss to be furnished, submit the relevant proof of loss to the Company with cogent reason(s) for the failure to comply with the Policy terms, provisions and conditions. The acceptance of such proof of loss shall be at Our sole discretion. After such grace period has expired, We will not accept, for any reason whatsoever, such written proof of loss.

11. MEDICAL EXAMINATION

When a claim arises, We shall have the right to request the Insured Person to be examined by a Doctor of Our choice or to undergo relevant laboratory investigations. Upon such request, the Insured Person shall, as soon as possible, undergo such examination or investigation and furnish the results to Us. Such examination costs shall be borne by the Certificate Holder.

12. MISREPRESENTATION OR FRAUD

Any fraud, misrepresentation, omission, suppression of information or declaration or disclosure made by the Insured Person which is false and made in connection with the application for this Policy or any claim made which is fraudulent or exaggerated will make this Policy void. In such cases, We have the right to recover any amount paid to the Insured Person, change the terms and conditions of the Policy, cancel the Policy, not refund any premiums paid to Us or not make any claim payment.

13. MISSTATEMENT OF AGE

If the age of the Insured Person has been misstated and at the correct Age the Insured Person would not have been eligible for cover under this Policy, no benefit shall be payable and the premium paid shall be refunded by Us without interest.

14. NOTICE

Any notice or communication by the Insured Person to Us shall be in writing and sent to Us via the address provided below. Any notice by Us to the Insured Person shall be in writing and sent to the Insured Person according to the last known address in Our records.

It is important for the Insured Person to inform Us of any changes in their contact details to ensure all correspondence reach the Certificate Holder. We are not responsible for any consequences that may arise due to the Insured Person's failure to inform Us of any changes in their contact details.



15. OWNERSHIP OF POLICY

Unless otherwise stated in this Policy, the Insured Person is the absolute owner of this Policy who shall be responsible for any premium payments in this Policy and has the rights to exercise all privileges under this Policy. We shall not be bound to recognise any equitable or other claim to or interest in the Policy, and the receipt of the Policy or a benefit by the Insured Person or their legal representative alone shall be an effective discharge of all Our obligations and liabilities.

16. SANCTIONS AND LIMITATION CLAUSE

We shall not be deemed to have provided any insurance cover and/or shall not be liable to pay any claim or provide any benefit pursuant to this Policy, including but not limited to, making any cancellation, refund or surrender payments under this Policy, to the extent that the provision of such insurance cover and/or the payment of such claim and/or the provision of such benefit and/or the making of such payments, would expose Us to any sanction, prohibition or restriction under any laws and/or regulations, administered by any governmental, regulatory or competent authority, or any law enforcement in any country.

17. PERSONAL DATA AND PRIVACY

You have read the Tune Protect Privacy Policy (<https://www.tuneprotect.com/privacypolicy/>) and agree that all personal data provided to the Company by You and/or the Insured and/or acquired by the Company from the public domain, as well as personal data that arises as a result of the provision of cover to You and/or the Insured is subject to said Privacy Policy as may be varied from time to time.

18. ACCURACY OF INFORMATION

This Policy is issued based on the information You have provided at the point of application and Our acceptance, inclusive (but not limited to) of the information/declaration You have provided at the pre- contractual stage of this Policy. In the event such information is inaccurate/ outdated, please notify Us of the same in writing, by visiting any of our branches or by email to hello.my@tuneprotect.com within fifteen (15) days of the receipt of Your Policy and/or such information is no longer deemed applicable and/or inaccurate with reasonable proof. This enables Us to make the necessary amendments. In the event no notification is received or upon failure to notify of any inaccuracies, all the information under this Policy shall be deemed accurate.

19. ANTI-BRIBERY AND CORRUPTION

- a. 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.
- b. 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.

20. TAX

Tax will be charged for all taxable general insurance policies and it is Your obligation to pay service tax and any other taxes imposed by the relevant authorities from time to time or imposed by any applicable laws and regulations (including all amendments and modifications made from time to time in force), if any, which shall form part of the Terms and Conditions of this Policy.

H. EXCLUSIONS

The exclusions stated in this Section shall apply to all Sections under this Policy. We shall not pay for any claim under this Policy in connection with:



1. The Insured Person's:
 - (i) Pre-Existing Conditions;
 - (ii) Pregnancy, childbirth, miscarriage or abortion or any complication thereof;
 - (iii) Erectile dysfunction;
 - (iv) Congenital Conditions including hereditary conditions; and
 - (v) Psychotic, mental or nervous disorders, including any neuroses and their physiological or psychosomatic manifestations.
2. Expenses incurred for:
 - (i) Treatment which is for investigatory purposes;
 - (ii) Diagnosis, X-ray examination, general physical or medical examinations; and
 - (iii) Any preventive treatments or preventive medicines, and treatments specifically for weight reduction or gain.
3. Any sexually transmitted diseases, venereal disease and its sequelae, AIDS (Acquired Immune Deficiency Syndrome) or ARC (AIDS Related Complex) and HIV related diseases.
4. A claim which resulted from the Insured Person being under the influence of drugs (other than drugs taken under the prescription and direction of a Doctor) and intoxication of alcohol.
5. The Insured Person's:
 - (i) Suicide, attempted suicide or intentionally self-inflicted injury while sane or insane; and
 - (ii) Provocation against another party resulting in an Injury.
6. 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 Person 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.
7. 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.
8. Ionising radiation or contamination by radioactivity from any nuclear fuel or nuclear waste from process of nuclear fission or from any nuclear weapons material.
9. The Insured Person committing or attempting to commit any illegal act which includes traffic offences.

I. CLAIMS

1. CLAIM PROCEDURES

The claims form and other required supporting documents must be submitted to Us within 60 days from the date of Accident which may give rise to a claim. Please note that We may request for additional documents depending on the circumstances.



2. CLAIM NOTIFICATION, INFORMATION AND SETTLEMENT

All claims must be submitted to Us within 30 days from the date of Accident that may give rise to a claim. Claims submission will not be deemed as complete and eligible benefits are not payable unless the claim form and all required documents have been submitted and received by Us. Failure to notify Us during the stipulated time may result in Our rejection of all or part of the claim. Only actual costs incurred shall be considered for reimbursement. During the claims process, the Claimant shall provide full cooperation to Us, if required, to complete the process. In the event of a claim paid by Us which is subsequently discovered to be not payable, We have the right to recover the amount from the Claimant or Insured Person.

J. IMPORTANT NOTICE

Every effort will be made by Us to fulfil 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

Website : www.tuneprotect.com

Email : hello.my@tuneprotect.com

If you are not satisfied with the response or the decision of Ours, 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 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