



Insurance Made Easy

STAMP DUTY PAID

PRODETECT INSURANCE

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.

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.

For Non-Consumer Insurance Contracts (Insurance for purposes related 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"). In the event of any pre-contractual misrepresentation made in relation to the Insured's answers or in any disclosures made by the Insured, it may result in avoidance of the Insured's contract of insurance, refusal or reduction of the Insured's claim(s), change of terms or termination of the Insured's contract of Insurance.

This Policy reflects the terms and conditions of the contract of insurance as agreed between the Insured and the Company.

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

The coverage for the following benefits is valid for fourteen (14) days from scanning of QR code via MyDocLab App:-

1. ACCIDENTAL DEATH occurring within three (3) calendar months of bodily injury due to an Accident.
2. ACCIDENTAL DEATH PERMANENT DISABLEMENT occurring within three (3) calendar months of bodily injury due to an Accident. The percentages are as stated in Scale II under the Table of Benefit.
3. HOSPITALISATION DUE TO COVID-19 In the event the Insured Person is diagnosed and hospitalized due to Covid-19 with Stage 3 to Stage 5 only, We will reimburse the Daily Hospital Allowance up to the limit as stated in the Schedule of Benefits. We will only pay when the tested positive result of the ProDetect COVID-19 Antigen Rapid Self-Test Saliva Kit is submitted together with the claim.

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 thereof;
 - (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.
- (3) Arising from terrorism acts including any act of Nuclear, Chemical or Biological Terrorism (as defined below) regardless of any other cause or event contributing concurrently or in any other sequence to the loss, provided however that this extension does not cover the Insured Person if they are actively engaged in terrorist activities.

Nuclear, Chemical or Biological Terrorism shall mean the use of any nuclear weapon or device or the emission, discharge, dispersal, release or escape of any solid, liquid or gaseous Chemical Agent and/or Biological Agent during the period of this insurance by any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious or ideological purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.

Chemical Agent shall mean any compound which, when suitably disseminated, produces incapacitating, damaging or lethal effects on people, animals, plants or material property.

Biological Agent shall mean any pathogenic (disease producing) micro-organism(s) and/or biologically produced toxin(s) (including genetically modified organisms and chemically synthesized toxins) which cause illness and/or death in humans, animals or plants.

- (4) Any loss, damage, liability, expense, fines, penalties directly or indirectly caused by, in connection with, involving or arising out of the following— including any fear thereof, whether actual or perceived – :
- Infectious diseases, virus, bacterium or other microorganism (whether asymptomatic or not); or
 - Coronavirus (COVID-19) including any mutation or variation thereof; or
 - A pandemic or epidemic, declared by the World Health Organization or any governmental authority.

If the Insurer alleges that, by reason of this exclusion, any amount is not covered by this agreement, the burden of proving the contrary shall rest on the Insured. (Subject to exception of Daily Hospital Allowance due to Covid-19)

- (5) Rock climbing or mountaineering necessitating the use of ropes or guides, potholing, hang gliding, bungee jumping, parachuting, or any kind of race other than on foot, winter sports other than skating.
- (6) Any form of dental care or surgery unless necessitated by injury caused by an accident to sound and natural teeth;
- (7) Any congenital defect;
- (8) Results from the Insured Person acting as a member of the armed forces, naval, military, air force of any country or international authority whether on a permanent or temporary basis, for reward or otherwise

CONDITIONS

1. ELIGIBILITY

- a) Age Limit – Insured Person shall not be less than eighteen (18) years of age or more than sixty five (65) years of age.
- b) Occupation - All class of occupation except hazardous occupation such as Helicopter, Charter Pilot, Jockey, Horse Racer or Trainer, Explosive Handlers/Maker, Fireman, Police, Air Force, Military Army, Offshore Oil and Gas or Petroleum Worker, Underground Workers, Fisherman, Firefighter, Professional Divers, Professional Racing Driver, Professional Entertainers, Miners, Armed Forces, Professional Sport Team, Port Labourers, Quarry workers, Circus Performers, and any occupation dealing with explosives, working onboard sea Vessel on aircraft such as air crew, ship crew, shipyard worker, watercraft.

2. 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.

3. 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.

4. 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 eighteen (18) years of age or more than sixty five (65) years of age.

7. ARBITRATION

If any difference arises as to the amount of the Company's 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 Company's 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.

TABLE OF BENEFITS

**ACCIDENTAL DEATH AND
PERMANENT DISABLEMENT BENEFITS**

		Percentage of the Sum Specified In Benefit 2
		SCALE II PAYS
Accidental Death	... ..
Loss of two limbs	... ..
Loss of both hands or of all fingers and both thumbs...	... ..
Total loss of sight of both eyes.	... ..	100%
Total paralysis	... ..
Injuries resulting in being permanently bedridden	... ..
Any other injury causing permanent total disablement	... ..
Loss of arm at shoulder	... ..
Loss of arm between shoulder and elbow	... ..
Loss of arm at elbow	... ..
Loss of arm between elbow and wrist	... ..	100%
Loss of hand at wrist	... ..
Loss of leg -	at hip	
	between knee and hip	
	below knee	
Loss of -	whole eye	
	sight of..	
	sight of, 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 (additional)	3%
	third, fourth or fifth (additional)	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%

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%, it had 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.

DEFINITIONS

For the purposes of this section of the Policy only,

- (a) **Accident** means a sudden, external and identifiable event that happens by chance and could not have been expected from the perspective of the Insured Person. The word Accidental shall be construed accordingly.
- (b) **Accidental Death** means death occurring as a result of a Bodily Injury.
- (c) **Bodily Injury** means a bodily injury resulting solely and directly from an Accident and which occurs independently of any illness or any other cause, where the bodily injury and Accident both occur during the Period of Insurance and whilst the person is an Insured Person. Bodily Injury includes illness or disease resulting directly from medical or surgical treatment rendered necessary by any Bodily Injury.
- (d) **COVID-19** shall mean an infectious disease caused by severe acute respiratory syndrome corona virus 2 (SARS-Cov-2).
- (e) **Endorsement** means a written alteration to the terms of the Policy.
- (f) **Hospital** means a legally constituted establishment operated pursuant to the laws of the country in which it is based, which holds a licence as a Hospital (if licensing is required in the state or government jurisdiction), and meets the following requirements:
 - a) operates primarily for the reception, care and treatment of sick, ailing or injured persons as in-patients;
 - b) provides a 24-hour a day nursing service by registered nurses;
 - c) has a staff of one or more Physicians available at all times;
 - d) provides organized facilities for diagnosis and major surgery facilities; and
 - e) is not primarily a clinic, nursing, rest or convalescent home or similar establishment and is not other than incidentally, a place for alcoholics or drug addicts.
- (g) **Insured Person** means a person who meets the criteria specified for an Insured Person as described in the Policy Schedule and with respect to whom Premium has been paid or agreed to be paid by the Policyholder. They are a person who is covered under the Policy. An Insured Person is not a contracting insured under the Policy with Us. Our agreement is entered into with the Policyholder.
- (h) **"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.
- (i) **Period Of Insurance** means the period shown on the current Policy Schedule or any subsequent Endorsement(s), if any, for which cover applies under this Policy.
- (j) **Permanent** means having lasted for a continuous and uninterrupted period of twelve (12) consecutive months and at the expiry of that period, being beyond hope of improvement.
- (k) **Permanent Total Disablement** means where in the opinion of a Physician:
 - a) the Insured Person is entirely and continuously unable to engage in, perform or attend to any gainful employment, or business or any and every kind for the remainder of their life; and
 - b) the above disability is Permanent.
- (l) **Physician Or Surgeon** means a doctor or specialist who is registered and licensed to practice western medicine under the laws of the country in which they practice. A Physician cannot be:
 - a) the Policyholder;
 - b) the Insured Person;
 - c) a relative of the Insured Person.
- (m) **Policy** means this wording, the current Policy Schedule and any other documents We may issue to the Policyholder that We advise will form part of the Policy (e.g. Endorsements).
- (n) **Policyholder** means the named company listed as the Policyholder in the Policy Schedule with whom We enter into the

Policy and who pays Premium to Us in respect of the Insured Persons. They are the contracting insured. Where the Policyholder is more than one firm, partnership, company, association, organization or entity of a similar nature, Policyholder shall refer to all of them taken together as a whole and any obligation and/or liability pertaining to a Policyholder under this Policy shall be joint.

- (o) **Policy Schedule** means the relevant Policy Schedule issued by Us to the Policyholder.
- (p) **Premium** means the premium as shown in the Policy Schedule and/or any other premiums charged during the Period of Insurance that are payable in respect of the Policy by the Policyholder.
- (q) **Professional Sports** means any sport for which an Insured Person receives a fee, allowance, sponsorship or monetary reward as a result of their participation, which in totality accounts for more than fifteen (15%) of their annual income from all sources.
- (r) **Riot** means the act of any person taking part together with or without others in any disturbance of the public peace (whether in connection with a strike or lock-out or otherwise) or the action of any lawfully constituted governmental authority in suppressing or attempting to suppress any such disturbance or in minimizing the consequences of such disturbance.
- (s) **Saliva Kit/ Antigen Rapid Test Kit (RTK-Ag)** shall refer to test for COVID-19 and is a rapid diagnostic test that analyzes Your upper respiratory specimen, looking for specific protein from the virus that directly detects the presence or absence of an antigen of SARS-CoV-2, the virus that causes COVID-19. A positive test means You likely have COVID-19. A negative test means You probably did not have COVID-19 at the time of the test.
- (t) **Stage 3** – Symptomatic, pneumonia:
- URT symptoms with others like vomiting, diarrhea, abdominal pain, myalgia, loss of smell/taste.
 - Signs of increase work of breathing and increase respiratory rate, but no hypoxemia (i.e. NO oxygen requirement).
- Stage 4** - Symptomatic, Pneumonia, requiring supplemental oxygen:
- Tachypnoea* with hypoxemia (SpO₂<94% on room air).
 - CNS effect: Lethargy, decreased level of consciousness, seizure.
 - GI effects: Dehydration, difficulty feeding, raised liver enzymes.
 - Myocardial effect: Raised Creatinine Kinase, Troponin.
- Stage 5** - Critically Ill with multiorgan involvement - Rapid disease progression with:
Respiratory failure requiring mechanical ventilation (acute respiratory distress syndrome (ARDS),
- Persistent hypoxemia
 - Septic shock
 - Organ failure requiring invasive monitoring and mechanical ventilation (myocardial injury/heart failure; liver injury/coagulation dysfunction; kidney injury).
- (u) **Strike** means the wilful act of any striker or locked-out worker done in furtherance of a strike or in resistance to a lock-out; or the action of any lawfully constituted authority in preventing or attempting to prevent any such act or in minimizing the consequences of any such act.
- (v) **Terrorism** means any act committed by a Terrorist or Freedom Fighter.
- (w) **Terrorist or Freedom Fighter** means an individual or organization, irrespective of ethnic, religious or ideological background or beliefs, which use violence or threat of violence to promote their cause or beliefs.
- (x) **Temporary Partial Disablement** means where, in the opinion of a Physician, the Insured Person is temporarily unable to engage in a substantial part of their usual business duties or gainful employment, while the Insured Person is under the regular care of and acting in accordance with the instructions or advice of a Physician.
- (y) **Tooth or teeth** means a sound and natural permanent tooth but does not include first or milk teeth, dentures, implants and dental fillings.
- (z) **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.
- (aa) **We/Our/Us** means Tune Insurance Malaysia Berhad who is the insurer/issuer of this Policy.

ENDORSEMENT AND CLAUSES

TERRORISM EXCLUSION CLAUSE

In It is hereby declared and agreed that for policies with effective date commencing 31 December 2001, Acts of Terrorism is duly excluded.

Definition of "Acts of Terrorism"

"means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public, in fear."

LOSS NOTIFICATION (14 DAYS)

Notwithstanding anything contained herein to the contrary, it is agreed that this insurance will not be prejudiced by any inadvertent delays, errors or omissions in notifying the insurance company of any circumstances or event giving rise or likely to give rise to a claim under this Policy

provided:-

- a) Such delay in notification shall not exceed 14 days from date of occurrence of loss
- b) The Company's right to recover (in the name of Insured or otherwise) from any responsible party for the loss shall not have been prejudiced.
- c) The burden of proving that a loss has occurred shall be upon the Insured.

STRIKE, RIOT AND CIVIL COMMOTION CLAUSE

Notwithstanding anything herein contained to the contrary, it is hereby declared and agreed that in consideration of the payment of an additional premium this Policy extends to cover Death or Disablement as within defined directly or indirectly caused by Strike, Riot or Civil Commotion except in so far as the Insured himself is actively participating when this extension becomes null and void. Subject otherwise to the terms, provisions and conditions of the policy.

DISAPPEARANCE AND EXPOSURE CLAUSE

a. Disappearance

Notwithstanding anything contained herein to the contrary, it is agreed that if after a period of one year has elapsed and the underwriters have examined all evidence available, shall have no reason to Oppose other than an accident has occurred, the disappearance of a life insured shall be considered to constitute a claim under this Policy, provided that the person or persons to whom such monies is paid shall sign an undertaking to refund such sum to the Insurer of the person who is subsequently found to be living.

b. Exposure

It is hereby declared and agreed that subject to all terms, limitations, conditions, and exclusions of this policy except as specifically provided herein, this policy covers claims arising out of bodily injury caused by exposure to the elements as a result of an accident insured hereunder. It is further provided that in the event of death of the life insured caused by exposure to the elements, this death shall be subject to a decision by a constituted judicial body of enquiry that the life insured died of exposure as a result of an accident.

AMATEUR SPORTS CLAUSE

It is hereby declared and agreed that notwithstanding anything contained herein to the contrary, the Policy is extended to cover Accidental Death or Bodily Injury whilst the Insured person/Persons is participating in any sports on an Amateur basis not specifically excluded by this policy.

DROWNING AND GAS INHALATION AND POISONING

It is hereby agreed and declared that the policy is extended to cover Death or Permanent Disablement to the Insured life arising from Accidental Suffocation through Smoke, Fumes and Poisonous Gas Inhalation.

UNPROVOKED MURDER AND ASSAULT CLAUSE

It is hereby declared and agreed that this policy is extended to cover the risk of murder, assault, or any attempt threat but in no event shall this extension be operative if it is provoked by the Insured.

SANCTION LIMITATION AND EXCLUSION CLAUSE

No (re)insurer shall be deemed to provide cover and no (re)insurer 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.

SERVICE TAX CLAUSE

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

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.

CONDITION FOR ACCEPTANCE ON INSURED NAME DECLARATION

No coverage is assumed to Insured/Insured's member unless and until declaration of name listing submitted and received by the Company as early as possible and not until at time of claims or otherwise agreed mutually.

COVID-19 EXCLUSION (SUBJECT TO THE EXCEPTION OF COVID-19 EXTENSION)

Notwithstanding any provision to the contrary, this Policy excludes any loss, damage, liability, expense, fines, penalties directly or indirectly caused by, in connection with, involving or arising out of any of the following - including any fear thereof, whether actual or perceived -:

- Infectious diseases, virus, bacterium or other microorganism (whether asymptomatic or not); or
- Coronavirus (COVID-19) including any mutation or variation thereof; or
- A pandemic or epidemic, declared by the World Health Organization or any governmental authority.

If the Insurer alleges that, by reason of this exclusion, any amount is not covered by this agreement, the burden of proving the contrary shall rest on the Insured.

CYBER LOSS ABSOLUTE EXCLUSION CLAUSE – IUA -09-081

- a) Notwithstanding any provision to the contrary within this contract, this contract excludes any Cyber Loss.
- b) Cyber Loss means any loss, damage, liability, expense, fines or penalties or any other amount directly or indirectly caused by:
 - (i) the use or operation of any Computer System or Computer Network;
 - (ii) the reduction in or loss of ability to use or operate any Computer System, Computer Network or Data;
 - (iii) access to, processing, transmission, storage or use of any Data;
 - (iv) inability to access, process, transmit, store or use any Data;
 - (v) any threat of or any hoax relating to 2.1 to 2.4 above;
 - (vi) any error or omission or accident in respect of any Computer System, Computer Network or Data.
- c) 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.
- d) 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.
- e) Data means information used, accessed, processed, transmitted or stored by a Computer System.
- f) When this clause forms part of a reinsurance contract, Insured shall be amended to read Original Insured.

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.

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).

The following are the contact details for OFS and BNM:

Ombudsman For Financial Services (OFS)
(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: bnmtelelink@bnm.gov.my

INTENTIONALLY LEFT BLANK