



Tune Protect Malaysia

Tune Insurance Malaysia Berhad

Company No.: 197601004719 (30686-K)

Head Office

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SST Registration No.: W10-1808-31039805

AXXESS Cares PA Policy

This is Your AXXESS Cares PA 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 (RM)
1	Accidental Death	25,000
2	Permanent Disablement	25,000
3	Additional Payout on Public Holiday	25,000
4	Daily Hospital Income	50 per day (Up to 30 days)
5	Dengue Recuperation Benefit (Upon diagnosis of dengue fever which leads to Hospitalisation)	1,000



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 one (1) year old and not exceeding sixty-five (65) years of age.

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

EXCLUDED OCCUPATION

To be eligible for cover under this Policy, the Insured Person must not be engaged in any of the following occupations:

- a) Helicopter or charter pilot and any occupation working onboard an aircraft such as aircrew;
- b) Any occupation working onboard a sea vessel such as shipyard worker or watercraft;
- c) Equestrian jockey, horse racer or trainer;
- d) Fisherman;
- e) Professional diver, professional racing driver, professional entertainer;
- f) Port labourer, quarry worker;
- g) Racing drivers or persons involved professional sports who are receiving wages or any form of remuneration in connection to performing such sports;
- h) Military personnel, armed forces/personnel, police force, prison officers, firefighters, bodyguards;
- i) Miners, asbestos workers, tunnellers or persons who work underground;
- j) Wild animal handlers;
- k) Drivers or persons required to work underwater, such as but not limited to underwater photographer and marine archaeologist;
- l) Circus performers, stunt performer, actors or actresses;
- m) Persons handling explosives or other toxic materials;
- n) Persons handling boilers or pressure vessels;
- o) Persons working in an offshore oil rig, power plant, nuclear plant or whose work environment is hazardous such as but not limited to high radiation, high temperatures, excessive noise, poor air quality and chemical spills; or
- p) Persons working at heights exceeding 30 feet above ground

C. PERIOD OF INSURANCE

Coverage under this Policy is as stated on the Certificate of Insurance issued to the Insured Person.



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 thirty (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 Period of Insurance that directly results in Accidental death within three hundred and sixty-five (365) days from the date of Accident, We will pay the Sum Insured as 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 Period of Insurance that directly results in one of the events listed in the Scale of Compensation below within three hundred and sixty-five (365) days from the date of Accident, We will pay the percentage of the Sum Insured as 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	15%
	(i) All Toes – one Foot	
	(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 three hundred and sixty-five (365) days from the date of 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: ADDITIONAL PAYOUT FOR ACCIDENTAL DEATH OR PERMANENT DISABLEMENT ON PUBLIC HOLIDAY

If the Insured Person sustains an Injury which date of Accident falls on a Public Holiday during the Period of Insurance that directly results in Accidental death or Permanent Total Disablement within three hundred and sixty-five (365) days from the date of Accident, We will pay the Sum Insured as specified in the Schedule of Benefits.

Specific conditions applicable to this Benefit:

For this Benefit to payable, there must be a valid claim paid under 'Benefit 1: Accidental Death' or 'Benefit 2: Permanent Disablement'.



BENEFIT 4: DAILY HOSPITAL INCOME

If the Insured Person sustains an Injury during the Period of Insurance that directly results in Hospitalisation within seven (7) days from the date of Accident, We will pay the amount stated in the Schedule of Benefits for each complete day of the Insured Person's confinement in the Hospital, up to a maximum of thirty (30) days.\

Specific conditions applicable to this Benefit:

For this Benefit to be payable, the Insured Person's period of confinement in the Hospital must be at least twelve (12) hours.

BENEFIT 5: DENGUE RECUPERATION BENEFIT

If the Insured Person is Hospitalised directly as a result of dengue fever within forty-eight (48) hours from the date of diagnosis from a Doctor, We will pay the Sum Insured as specified in the Schedule of Benefits.

Specific conditions applicable to this Benefit:

This Benefit shall only be payable once for any one (1) Period of Insurance.

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 Period of Insurance.
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 neonatal physical abnormalities developing within six (6) months from the time of birth.
7. **Certificate of Insurance** shall mean the document which contains the particulars of the Insured Person, Period of Insurance, 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. **Finger** shall mean a digit of a Hand.
10. **Foot** shall mean the entire foot below the ankle.
11. **Hand** shall mean the entire hand below the wrist.
12. **Hospital** shall mean an establishment lawfully constituted and registered for the care and treatment of sick and injured persons, and which:
 - a) has facilities for diagnosis and major surgery;
 - b) provides a 24-hour daily nursing service by registered and graduate nurses;
 - c) is under the supervision of one or more Doctor; and
 - d) is not primarily a clinic, a place for alcoholics or drug addicts, a nursing, rest or convalescent home or a home for the aged or similar establishments.
13. **Hospitalisation/Hospitalised** shall mean admission to and confinement of a person in a Hospital as a registered patient upon the recommendation of a Doctor to receive treatment. 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.
14. **Injury** shall mean physical injury to the Insured Person's body sustained during the Period of Insurance which is caused solely by an Accident and is independent of any other causes including sickness, Pre-Existing Condition or Congenital Condition.
15. **Insured Person** shall mean a person who has subscribed to the Master Policyholder's prepaid telecommunication services who:
 - a) has opted for this insurance plan when subscribing for the telecommunication services for which they have paid in advance for;
 - 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 Period of Insurance; and
 - e) is responsible for premium payments.

The Insured Person has the right to exercise all privileges under this Policy.

16. **Limb** shall mean the entire limb between the shoulder and the wrist or between the hip and the ankle.
17. **Master Policyholder** shall refer to Stallion Network Sdn Bhd.
18. **Period of Insurance** shall refer to the period for which the Insured Person is covered under this Policy as stated in the Certificate of Insurance issued to the Insured Person.
19. **Paraplegia** shall mean the entire paralysis of both legs and part or whole of the lower half of the body.
20. **Permanent** shall mean continuing for a duration of at least twelve (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.
21. **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.
22. **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.
23. **Public Holiday** shall mean any day declared as a Public Holiday in Malaysia in accordance with Holidays Act 1951.
24. **Quadriplegia** shall mean a complete paralysis of both legs and both arms.
25. **Schedule of Benefits** shall mean the benefits applicable to this Policy together with the corresponding limits.
26. **Sum Insured** shall mean the maximum amount which is payable for a Benefit specified in the Schedule of Benefits.
27. **Thumb** shall mean the first digit of a Hand.
28. **Toe** shall mean a digit of the Foot.
29. **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 three (3) out of the six (6) Activities of Daily Living.
30. **We/Us/Our/Ours/Company** shall mean Tune Insurance Malaysia Berhad.

G. GENERAL POLICY CONDITIONS

1. ANIMAL AND INSECT BITES

This Policy shall cover any Injury or Accidental death directly resulting from animal or insect bites, excluding any sickness caused by any bacteria, parasite or viruses carried by such animals or insects.

2. 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 one (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 twelve (12) months from the date of such disclaimer, failing which We will no longer be liable for such claim.

3. 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 4: Cancellation of Policy'; or
- b) due to non-payment of premium or premium not paid on time; or
- c) upon the expiry of the Period of Insurance; 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.

4. CANCELLATION OF POLICY

a) Cancellation right of the Company

We may cancel this Policy by giving seven (7) days written notice to the Insured Person's last known address or email. Upon such cancellation, We will refund to the Insured Person a proportionate part of the premium corresponding to the unexpired Period of Insurance of the Insured Person's Policy.



b) Cancellation right of the Insured Person

The Insured Person may request for the cancellation of this Policy by giving a seven (7) days written notice to Us. However, there will be strictly no refund of any part of the Insured Person's premium.

5. 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 thirty (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 17: Misrepresentation or Fraud', immediate written notice shall be given.

6. CONDITIONS PRECEDENT TO LIABILITY

The due observance and the fulfillment 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.

7. 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.

8. DISAPPEARANCE

It shall be deemed as accidental death of the Insured Person if their body is not found within three hundred and sixty-five (365) days following the date of their disappearance, sinking or wrecking of the aircraft or other conveyance, whether on the ground or at sea, in which the Insured Person was travelling in at the time of such disappearance, sinking or wrecking.

However, if at any time that any claim payment has been made under this Policy and the Insured Person is found to be living, such payment shall be refunded to Us.

9. DROWNING

This Policy shall cover any Injury or Accidental death directly resulting from Accidental drowning.

10. EXPOSURE TO NATURAL ELEMENTS

If the Insured Person sustains an Injury during the Period of Insurance which leads to an Accidental death as a direct result of unintentional exposure to natural elements, We will pay the Sum Insured as specified in the Schedule of Benefits.

11. DUPLICATION OF COVER

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

12. SUFFOCATION DUE TO INHALATION OF SMOKE OR POISONOUS FUME OR GAS

This Policy shall cover any Injury or Accidental death directly resulting from Accidental suffocation due to inhalation of smoke or poisonous fume or gas.



13. GEOGRAPHICAL LIMITS

All benefits provided in this Policy are applicable within Malaysia only for twenty-four (24) hours a day.

14. 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.

15. LEGAL PROCEEDINGS

No action at law or in equity shall be brought to recover on this Policy prior to expiration of sixty (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 one (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.

16. 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 Insured Person.

17. 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.

18. 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.

19. 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 Insured Person. 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.

20. 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.



21. PERIOD OF COVER

This Policy shall start on the first date of the Period of Insurance as specified in the latest Certificate of Insurance and end on the last date of the Period of Insurance as specified in the latest Certificate of Insurance, the date of cancellation of this Policy or the date this Policy is automatically terminated, whichever later.

22. 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.

23. PERSONAL DATA AND PRIVACY

You have read the Tune Protect Privacy Policy (<https://www.tuneprotect.com/privacy-policy/>) 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.

24. 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.

25. 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.

26. 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.
- 10. The Insured Person's participation in, engagement in or training for any professional sports where there is a possibility of income or remuneration to the Insured Person upon participation in such sport.
- 11. The Insured Person's participation in or training in racing of any kind (except foot racing). speed or reliability trials.
- 12. The Insured Person's participation in hazardous sports such as but not limited to skydiving, bungee jumping, cliff jumping, paragliding, parachuting, hang gliding, water skiing, underwater activities requiring breathing apparatus or involving a depth of more than ten (10) metres, winter activities or sports such as skiing off-piste, martial arts, mountaineering requiring climbing harnesses, free climbing, canyoning, any activities or trekking above 3,000 metres.
- 13. Participation in any form of aviation other than as a fare-paying passenger on a regular route operated by a licensed commercial airline.



I. CLAIMS

1. CLAIM PROCEDURES

The claims form and other required supporting documents must be submitted to Us within sixty (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 thirty (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 fulfill Our obligation under the Policy. If You are unhappy or dissatisfied with Our service or have any complaints, You may call or write to Us at:

Tune Insurance Malaysia Berhad

Complaints Unit
Level 9, Wisma Capital A,
No. 19, Lorong Dungun,
Damansara Heights, 50490
Kuala Lumpur.
Tel: 1800 88 5753

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,
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