

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 **F** 603-2094 1366 **W** tuneprotect.com

SST Registration No.: W10-1808-31039805



STAMP DUTY PAID

TermiteShield

Tune Restricted All Risks Insurance Policy



TermiteShield

Tune Restricted All Risks Insurance Policy

The information and declarations provided to Tune Insurance Malaysia Berhad by or on behalf of the Insured Person is the basis of this **Policy**.

In consideration of the payment of Premium specified in the **Certificate of Insurance**, the **Company** undertakes and agrees, subject to the Terms, Exclusions and Conditions specified in the **Policy**, to indemnify the Insured to the extent and in the manner hereinafter provided in respect of events occurring during the Period of Insurance specified in the **Certificate of Insurance**.

Provided that this **Policy** shall not be in force unless the **Certificate of Insurance** has been signed by an authorised person.

Our Agreement

STATEMENT Pursuant to Certificate of Insurance 9 of the Financial Services Act 2013

A 'consumer insurance contract' is a contract of insurance entered, varied or renewed by an individual wholly for purposes unrelated to **Your** trade, business or profession.

Consumer Insurance Contract (Insurance wholly for purposes unrelated to Your 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 and/or The **Master Policyholder** (or when The **Insured** applies for this insurance) and any other disclosures made by The **Insured** and/or The **Master Policyholder** between the time of application of The **Insured** and/or The **Master Policyholder** (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** and/or The **Master Policyholder** shall form part of this contract of insurance between The **Insured** and The **Master Policyholder** and The **Company**. However, in the event of any pre-contractual misrepresentation made in relation to The **Insured**'s and/or The **Master Policyholder** in any disclosures given by The **Insured** and/or The **Master Policyholder**, 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**.

PREAMBLE

This **Policy** is an insurance contract between **Us** and **You**. The contract is evidenced by this document and is hereinafter referred to as the **Policy**.

We will provide coverage to **You** during the Period of Insurance for the following benefits:

Property Damage Caused by Termite

We shall indemnify **You** for the cost incurred in repairing or replacing property damaged by **New Termite Infestation(s)** to **home content**, furniture, **fixtures**, and **fittings** up to the limit specified in the **Certificate of Insurance**.

TUNE PROTECT MALAYSIA

Tune Insurance Malaysia Berhad

Company No: 197601004719 (30686-K)

Level 9, Wisma Capital A, No. 19, Lorong Dungun, Damansara Heights, 50490 Kuala Lumpur, Malaysia

T: 1800 88 5753 W: tuneprotect.com



New Termite Infestation(s) refers to the return of or new infestation of termites in the building after:

- a) The **building** has undergone Termite Preventive Control Treatment, or
- b) The **building** has completed Termite Elimination Treatment provided by Rentokil Initial (M) Sdn. Bhd.

The Insured must comply with the inspection schedule provided by Rentokil Initial (M) Sdn. Bhd. for the respective treatments to ensure that the **building** remains free from termite infestations.

This **Policy** does not cover losses caused by termite infestations that existed prior to the completion of Termite Preventive Control Treatment or Termite Elimination Treatment by Rentokil Initial (M) Sdn. Bhd.

GENERAL DEFINITIONS

The following definitions shall apply to the words used in these Cover Sections. Each Cover Section may also contain specific definitions which are applicable to the respective Cover Section.

1. **Insured/Insured Person/You/Yourself** shall mean the person or entity named in the Certificate of Insurance who is covered under this Policy during the Period of Insurance and is responsible for premium payments.
2. **Company** means Tune Insurance Malaysia Berhad (30686-K).
3. **Master Policyholder** shall refer to Rentokil Initial (M) Sdn. Bhd.
4. **Period of Insurance** means the period of cover provided under this Policy as per the dates shown in the Certificate of Insurance.
5. **Policy** includes this document, the Policy Sections, insurance proposal, certificate of insurance, conditions, exclusions, terms, attachments, special specifications, warranties and Policy endorsements which are deemed part of the same insurance contract.
6. **Certificate of Insurance** means the document which contains the particulars of the Certificate Holder, Period of Insurance, and other details of this Policy.
7. **Building** means buildings of a Private Dwelling House at the Premises, including outbuildings, walls, gates and fences, signs, landlord's fixtures and fittings, of every kind and description and permanent additions forming part of the building complex.
8. **Private Dwelling House** means the building used for private dwelling and shall also refer to buildings of Flats and Apartments. When Blocks of Flats or Apartments are insured, Private Dwelling House will refer to such Flats or Apartments used for private dwelling.
9. **Premises** means within the confines of the Building.
10. **Fixtures and Fittings** means items that are permanently attached to Your building.
11. **Home Content** means Household goods and Personal Effects of every description, belonging to You or any member of Your Family normally residing with You, contained in the Private Dwelling House, Flat or

TUNE PROTECT MALAYSIA

Tune Insurance Malaysia Berhad

Company No: 197601004719 (30686-K)

Level 9, Wisma Capital A, No. 19, Lorong Dungun, Damansara Heights, 50490 Kuala Lumpur, Malaysia

T: 1800 88 5753 W: tuneprotect.com



Apartment and all domestic offices, stables, garages and out-buildings, used solely in connection to it, on the same Premises.

GENERAL EXCLUSIONS

We shall not be liable in respect of: -

- (a) Any accident, loss, damage, expense, liability or bodily injury occasioned by, through or in consequence directly or indirectly of:
 - (i) War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), or civil war;
 - (ii) Mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power, martial law or state of seige or any act directed towards the overthrow by force of the Government de jure or de facto or the influencing of it by terrorism or violence;
(in any action, suit or other proceeding where the **Company** alleges that by reason of the provisions of this General Exclusions (a) any accident, loss, damage, expense, liability or bodily injury is not covered by this **Policy**, the burden of proving that such accident, loss, damage, expense, liability or bodily injury is covered shall be upon the Insured)
 - (iii) Any act of terrorism.
For this purpose an act 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 groups of persons, whether acting alone or on behalf of or in connection with any organisations or governments, 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. Any loss or damage or other contingency happening during the existence of abnormal conditions (whether physical or otherwise) which are caused directly or indirectly, of any of the said occurrences shall be deemed to be loss, damage or a contingency which is not covered by this insurance. You have to prove that such loss, damage or other contingency happened independently of the existence of such abnormal conditions. In any action, suit or other proceedings, where We allege that by reason of the provisions of this Condition any loss or damage is not covered by this insurance, the burden of proving that such loss or damage is covered shall be upon You.
 - (iv) Strike riot and civil commotion.
 - (v) Fire, lightning, explosion, aircraft or other aerial devices or articles dropped therefrom, theft, burglary or attempts thereat, flood, inundation, earthquake, subsidence, landslide, hurricane, cyclone, volcanic eruption or other convulsion of nature.
- (b) Any accident, loss, damage, expense, liability or bodily injury occasioned by or through or in consequence directly or indirectly of confiscation, commandeering, requisition or destruction of or damage to the **Premises** insured by order of the Government de jure or de facto or any public, municipal or local authority of the area in which the **Premises** is situated;
- (c) Any accident, loss, damage, expense, liability or bodily injury directly or indirectly caused by or arising from or in consequence of or contributed to by:

TUNE PROTECT MALAYSIA

Tune Insurance Malaysia Berhad

Company No: 197601004719 (30686-K)

Level 9, Wisma Capital A, No. 19, Lorong Dungun, Damansara Heights, 50490 Kuala Lumpur, Malaysia

T: 1800 88 5753 W: tuneprotect.com



- (i) Nuclear weapons material;
- (ii) Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel and, solely for the purposes of this General Exclusion (c) (ii), combustion shall include any self-sustaining process of nuclear fission;
- (d) Consequential loss of whatsoever nature.
- (e) Any of **Your** liability which attaches by virtue of an agreement, but which would not have attached in the absence of such agreement; and
- (f) Any loss or property damages arising from a **Building** which is:
 - (i) Vacant and Unattended **Building**
 - (ii) Non-conforming Construction Classes:

This **Policy** shall not cover buildings that do not conform with construction class C1A and C1B.
- (g) The scratching or denting of any article or cracking and/or breakage of glass, or lenses, china, earthenware, marble, gramophone records, tape recorder, compact disc, laser disc, clocks and/or other articles of similar brittle nature.
- (h) Any legal liability of whatsoever nature.
- (i) Loss or damage to any machinery or equipment arising out of or in any way traceable to mechanical or electrical defect or breakdown.
- (j) Damage to travelling trunks, bags, boxes and other receptacles, other than total loss.
- (k) Criminal acts.
- (l) Transportation of contraband or illegal trade.
- (m) Delay, seizure, confiscation, destruction, requisition, retention or detention by customs or any other government or public authority or official.
- (n) Any violation or attempt of violation of laws or resistance to arrest by appropriate authority.
- (o) Loss or damage arising from wear and tear, depreciation, gradual deterioration, mildew, moth, vermin (except termite) or in connection with any process of cleaning, dyeing, repairing, restoring or renovating any of the property hereby insured.
- (p) Loss or damage arising from or in connection with action of light, atmospheric and/or climactic conditions.
- (q) Loss of or damage to manuscripts, plans, drawings or designs, patterns, models or molds, deeds, bills of exchange, promissory notes, securities, stamps, cheques and money or other documents of similar value or nature.

TUNE PROTECT MALAYSIA

Tune Insurance Malaysia Berhad

Company No: 197601004719 (30686-K)

Level 9, Wisma Capital A, No. 19, Lorong Dungun, Damansara Heights, 50490 Kuala Lumpur, Malaysia

T: 1800 88 5753 W: tuneprotect.com



- (r) Loss or damage arising from or in connection with faulty or defective design, materials, or workmanship.
- (s) Loss due to the dishonest acts of the Insured or any person acting on His behalf.
- (t) Breakage of electrical valve bulbs or tubes.
- (u) Loss of or Damage caused by testing or intentional overloading of any **Property** or any experiment involving the imposition of abnormal conditions.

GENERAL CONDITIONS

- (a) The **Certificate of Insurance**, Memoranda and Endorsements hereto shall be deemed to form part of this **Policy** and any word or expression to which a specific meaning has been attached in any part of the **Policy**, **Certificate of Insurance**, Memoranda or Endorsements hereto shall bear such meaning wherever it may appear.
- (b) All notices required to be given by **the Insured** to the **Company** must be in writing addressed to the **Company** from which this **Policy** was issued, and notice or knowledge of anything relating to this **Policy** or any claim.

1. Duty of Disclosure (Applicable to Consumer Insurance Contract and Non-Consumer Insurance Contract)

Where The **Insured** and/or The **Master Policyholder** has applied for this **Policy** wholly for purposes related to The **Insured's** trade, business or profession, The **Insured** and/or The **Master Policyholder** has a duty to disclose any matter that The **Insured** and/or The **Master Policyholder** knows to be relevant and/or ought to reasonably know to be relevant to The **Company's** decision in accepting the risks and determining the rates and terms to be applied and any matter a reasonable person in the circumstances could be expected and/or ought to reasonably know to be relevant. Otherwise, it may result in avoidance of The **Insured's** and/or The **Master Policyholder's** contract of insurance, refusal or reduction of The **Insured's** and/or The **Master Policyholder's** Claim(s), change of terms or termination of The **Insured's** and/or The **Master Policyholder's** contract of insurance The **Insured** and/or The **Master Policyholder** also has a duty to tell The **Company** immediately if at any time after The **Insured's** and/or The **Master Policyholder's** contract of insurance has been entered into, varied or renewed with The **Company** any of the information given in the Proposal Form (or when The **Insured** and/or The **Master Policyholder** applied for this insurance) is inaccurate or has changed.

This pre-contractual duty of disclosure for Consumer and Non-Consumer Insurance Contract(s) shall continue throughout the duration of said Contract, including instances of any variation, supplemental and/or renewal.

2. 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

TUNE PROTECT MALAYSIA

Tune Insurance Malaysia Berhad

Company No: 197601004719 (30686-K)

Level 9, Wisma Capital A, No. 19, Lorong Dungun, Damansara Heights, 50490 Kuala Lumpur, Malaysia

T: 1800 88 5753 W: tuneprotect.com



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.

3. 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.

4. Change In Risk

The insurance by this **Policy** shall cease if:

- (a) the Business be wound up or carried on by a Liquidator or Receiver or permanently discontinued or
- (b) the insureds interest cease otherwise than by death or
- (c) any alteration be made either in the Business or in the **Premises** or property therein whereby the risk of Damage is increased, at any time after the commencement of this insurance, unless its continuance be admitted by memorandum signed by or on behalf of the **Company**.

5. Increase In Risk

Notice shall be given to the **Company** and, if required, an additional premium paid, if the rate of premium payable in respect of the insurance covering the interest of the insured in the property at the **Premises** against Damage shall be increased.

6. Cancellation

This insurance may be terminated:

- (I) At any time at the request of the insured by giving 30 days written notice. No refund of premium shall be allowed.
- (II) Once the package is terminated, suspended, or exceeded first 5 years of termite package, whichever occurs first.

7. Fraud

If the claim be in any respect fraudulent, or if any false declaration be made or used in support thereof, or if any fraudulent means or devices are used by the Insured or any one acting on his behalf to obtain any benefit under this **Policy**; or if the Damage be occasioned by the willful act, or with the connivance of the insured; or, if the claim be made and rejected and an action or suit be not commenced within three months after such rejection, or (in case of an arbitration taking place in pursuance of the 15th Condition of this **Policy**) within three months after the Arbitrator or Arbitrators or Umpire shall have made their award, all benefit under this **Policy** shall be forfeited.

8. Contribution

If at the time of any loss under this **Policy** thereby any other subsisting insurance, whether effected by the insured or by any other person or persons covering such loss or any part of it, the **Company** shall not be liable to pay or contribute hereunder more than its ratable portion of such loss.

9. Subrogation

TUNE PROTECT MALAYSIA

Tune Insurance Malaysia Berhad

Company No: 197601004719 (30686-K)

Level 9, Wisma Capital A, No. 19, Lorong Dungun, Damansara Heights, 50490 Kuala Lumpur, Malaysia

T: 1800 88 5753 W: [tuneprotect.com](https://www.tuneprotect.com)



The Insured shall, at the expenses of the **Company**, do and concur in doing, and permit to be done, all such acts and things as may be necessary or reasonably required by the **Company** for the purpose of enforcing any rights and remedies, or of obtaining relief or indemnity from other parties to which the **Company** shall be or would become entitled or subrogated, upon its paying for any loss under this **Policy**, whether such acts and things shall be or become necessary or required before or after his indemnification by the **Company**.

- (c) **You** shall exercise all reasonable precautions for maintenance and safety of the **Premises**, to prevent accidents and shall comply with all statutory or other obligations.
- (d) In the event of any happening which may give rise to a claim under this **Policy**, **You** or **Your** personal representative:
 - (i) take steps to minimize the loss or damage and recover any missing **Property**
 - (ii) shall give notice not later than thirty (30) days in writing to **Us**;
 - (iii) shall at **Your** own expense supply **Us** with full particulars in writing as soon as possible and in the case of a claim not later than thirty (30) days after the occurrence of the loss or damage;
 - (iv) shall not incur any expense in making good any loss or damage without the written consent of **Us** and shall not negotiate, pay, settle, admit or repudiate any claim without the like consent; and
 - (v) shall give **Us** all such information as **We** may reasonably require.
- (e) **Basis of Settlement**
 - (i) **We** will at our option make payment, repair or replace the items if the claim is payable.
 - (ii) In the event of the **home content**, furniture, **fixtures, and fittings** insured being lost or damaged, the amount payable shall be calculated based on the cost of repairing or replacing the item of the same kind or type but not superior than the insured item when new.
- (f) If at the time of any happening giving rise to any loss, damage, expense or liability for which Indemnity is provided under this **Policy**, there shall be any other insurance against such loss, damage, expense or liability or any part thereof **We** shall not be liable for more than its rateable proportion thereof.
- (g) This **Policy** shall be voidable in the event of misrepresentation, misdescription or non-disclosure of any material fact.
- (h) Where any insured item consists in a pair or set, **We** shall not be liable to pay more than the proportionate value of any particular part of parts which may be lost, without reference to any special value which such article may have as part of such set or pair.
- (i) The due observance and fulfilment of the Terms, Conditions and Exclusions of this **Policy** in so far as they relate to anything to be done or complied with by **You** and the truth of the information and declarations provided to **Us** shall be conditions precedent to any liability of the **Company** to make any payment under this **Policy**.
- (j) **Notice to the Insured**

No claim shall be recoverable hereunder if the benefit of the **Policy** contained here shall become vested in any person other than the Insured unless the written consent of the **Company** is first obtained.

TUNE PROTECT MALAYSIA

Tune Insurance Malaysia Berhad

Company No: 197601004719 (30686-K)

Level 9, Wisma Capital A, No. 19, Lorong Dungun, Damansara Heights, 50490 Kuala Lumpur, Malaysia

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



(k) **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.

- (l) All differences arising out of this **Policy** shall be referred to the decision of an Arbitrator to be appointed in writing by the parties in difference or if they cannot agree upon a single Arbitrator to the decision of two Arbitrators one to be appointed in writing by each party within one calendar month of having been required in writing so to do by either of the parties. In the event 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. An award made following these proceedings shall be a condition precedent to any right of action against the **Company**. In the event that the **Company** disclaims liability to the Insured for any claim made under the **Policy** and such claim is not referred to arbitration within 12 months from the date of such disclaimer, then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

(m) **Tax Clause**

Tax will be charged for all taxable general insurance policies and the customer's obligation to pay service tax and any other taxes imposed by the relevant authorities from time to time, if any, shall form part of the Terms and Conditions of this policy in accordance with the applicable laws and regulations passed by the Government of Malaysia, including all amendments and modifications made from time to time in force..

- (n) This **Policy** shall be subject to the jurisdiction of Malaysia and construed in accordance with the laws of Malaysia.

(o) **Condition Precedent to Coverage- Inspection and Access**

All **Insured** shall agree and allow the access of covered Property for the purposes of inspection in accordance with the inspection Schedule attached with the respective products as set out by Rentokil Initial (M) Sdn. Bhd. Any absence of agreement and allowance by the **Insured** to the specified Schedule(s) shall constitute as an immediate cessation of all coverage provided under this **Policy**. As such, any claim shall consequently be denied by the **Company**.

WARRANTIES/ENDORSEMENTS/CLAUSES

(Not included in the **Policy** unless specified in the Certificate of Insurance)

PREMIUM WARRANTY

It is a 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

TUNE PROTECT MALAYSIA

Tune Insurance Malaysia Berhad

Company No: 197601004719 (30686-K)

Level 9, Wisma Capital A, No. 19, Lorong Dungun, Damansara Heights, 50490 Kuala Lumpur, Malaysia

T: 1800 88 5753 W: tuneprotect.com



Policy/endorsement/renewal certificate.

If this condition is not complied with then this **Policy** is automatically cancelled, and **We** shall be entitled to the pro-rata premium on the period they have been on risk.

Where the premium payable pursuant to this warranty is received by our Agent, the payment shall be deemed to be received by **Us** for the purposes of this warranty and the onus of proving that the premium payable was received by a person, including an insurance agent, who was not authorised to receive such premium shall lie on the insurer.

TERRORISM EXCLUSION CLAUSE

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.

SANCTION LIMITATION AND EXCLUSION CLAUSE (SANC)

No **Company** shall be deemed to provide cover and no **Company** 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.

RADIOACTIVE/NUCLEAR ENERGY RISKS EXCLUSION CLAUSE

This insurance does not cover loss, damage, cost or expenses of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss: -

- 1) Ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
- 2) The radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
- 3) Any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter

CYBER LOSS LIMITED EXCLUSION CLAUSE – LMA5410

- 1 Notwithstanding any provision to the contrary within this **Policy** agreement or any endorsement thereto, this **Policy** agreement excludes all loss, damage, liability, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with: 1.1 any loss of, alteration of, or damage to or a reduction in the functionality, availability or operation of a Computer System, unless subject to the provisions of paragraph 2; 1.2 any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the

TUNE PROTECT MALAYSIA

Tune Insurance Malaysia Berhad

Company No: 197601004719 (30686-K)

Level 9, Wisma Capital A, No. 19, Lorong Dungun, Damansara Heights, 50490 Kuala Lumpur, Malaysia

T: 1800 88 5753 W: tuneprotect.com



value of such Data.

- 2 Subject to the other terms, conditions and exclusions contained in this **Policy** agreement, this **Policy** agreement will cover physical damage to property insured under the original policies and any Time Element Loss directly resulting therefrom where such physical damage is directly occasioned by any of the following perils: fire, lightning, explosion, aircraft or vehicle impact, falling objects, windstorm, hail, tornado, cyclone, hurricane, earthquake, volcano, tsunami, flood, freeze or weight of snow.

Definitions

- Computer System means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility.
- Data means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.
- Time Element Loss means business interruption, contingent business interruption or any other consequential losses.

DATE RECOGNITION AND ELECTRONIC DERANGEMENT EXCLUSION CLAUSE

It is hereby declared and agreed that **We** will not pay for loss or damage arising from:

- (a) depreciation, wear and tear, rust and corrosion, mechanical or electrical or electronic breakdown equipment or computer malfunction, failures or breakages to the interest insured.
- (ii) the failure or inability of any equipment or any computer program to recognize or correctly to interpret or process any date as the true or correct date or to continue to function correctly beyond that date.

CRIMINAL BREACH OF TRUST (CBT) EXCLUSION

We shall not be liable for any loss or damage caused by or attributed to the act of criminal breach of trust by any person within the meaning of the definition of the offence of criminal breach of trust set out in the Penal Code.

Criminal breach of trust as defined in the Penal Code is as follows: -

"Whoever being in any manner entrusted with property or with any dominion over property, dishonestly misappropriates or converts to his own use that property or dishonestly uses or disposes of that property in violation of any direction of law prescribing the mode in which such trust is to be discharged, or of any legal contract, express or implied, which he has made touching the discharge of such trust, or willfully suffers any other person so to do, commits criminal breach of trust".

THEFT BY DECEPTION EXCLUSION CLAUSE

We shall not be liable for any losses or damages caused by or attributed to the act of cheating by person within the meaning of the definition of the offence of cheating set out in the Penal Code.

Cheating as defined in the Penal Code is as follows: -

"Whoever by deceiving any person, fraudulently or dishonestly induces the person so deceived to deliver any property or intentionally induces the person so deceived to do or omit to do anything which he would not do or omit if he were not so deceived and which act or omission causes or is likely to cause damage or

TUNE PROTECT MALAYSIA

Tune Insurance Malaysia Berhad

Company No: 197601004719 (30686-K)

Level 9, Wisma Capital A, No. 19, Lorong Dungun, Damansara Heights, 50490 Kuala Lumpur, Malaysia

T: 1800 88 5753 W: tuneprotect.com



harm to that person in body, mind, reputation or property, is said to 'cheat'.

COMMUNICABLE DISEASE EXCLUSION - LMA 5394

1. Notwithstanding any provision to the contrary within this **Policy** agreement, this **Policy** agreement excludes any loss, damage, liability, claim, cost or expense of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease regardless of any other cause or event contributing concurrently or in any other sequence thereto.
2. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
 - 2.1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
 - 2.2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid liquid or gas or between organisms, and
 - 2.3. the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property.

THE FOLLOWING CLAUSES ARE APPLICABLE TO MASTER POLICYHOLDER ONLY

LOSS REVIEW CLAUSE

This **Policy** is subject to 40% loss review for every 3 MONTHS during the **Policy** period. If the claims incurred gross loss amount exceeds 40% of the earned premium, Tune Insurance reserves the right to revise the Terms and Conditions of cover.

ANNUAL AGGREGATE LIMIT

The maximum liability limit under this Master **Policy** is up to RM500,000 throughout the Period of Insurance.

TUNE PROTECT MALAYSIA

Tune Insurance Malaysia Berhad

Company No: 197601004719 (30686-K)

Level 9, Wisma Capital A, No. 19, Lorong Dungun, Damansara Heights, 50490 Kuala Lumpur, Malaysia

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





IMPORTANT NOTICE

Every effort will be made by **Our Company** 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
Fax: 603-2094 1366
Website: www.tuneprotect.com
Email: hello.my@tuneprotect.com

If **You** are not satisfied with the response of **Our** decision of **Our Company**, **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: 03-21741515
Email: bnmtelelink@bnm.gov.my

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 <http://www.pidm.gov.my>).

TUNE PROTECT MALAYSIA

Tune Insurance Malaysia Berhad
Company No: 197601004719 (30686-K)
Level 9, Wisma Capital A, No. 19, Lorong Dungun, Damansara Heights, 50490 Kuala Lumpur, Malaysia
T: 1800 88 5753 W: tuneprotect.com

