

Welcome to Tune Drive Care

Thank **you** for insuring with **Tune Drive Care**. **You** should be confident because **you** made the right choice. Tune Drive Care is provided by Tune Insurance Malaysia Berhad, one of the Malaysia's leading insurance providers, so **you** can now relax knowing that **you** are with a company **you** can rely on.

Your Tune Drive Care Policy Document shall constitute the following documents:

- ✓ Your **Schedule**
- ✓ Any **endorsements** issued to change **your** insurance cover as shown on your Schedule
- ✓ The **Certificate of Tune Drive Care**

Please read all these documents to understand your coverage and please keep them safely.

If **you** need to make a claim, or contact **us**, please make reference to the above documents. The documents will be available for **you** to view and print at www.tuneprotect.com





Tune Drive Care PA Policy

This Policy wording serves to disclose the terms and conditions of the Tune Drive Care Policy issued by Tune Insurance Malaysia Berhad (30686-K).

Words with special meaning

Wherever the following words and phrases appear in **bold** in this document, they will have the meaning given below unless stated otherwise.

- **“Insured”** means You, Your family, friend or other person riding in or driving Your Named Vehicle, provided they are within the age of 3 to 70 years old.
- **“Named Vehicles”** means any private car registered in Malaysia the vehicle declared under this policy.
- **“Driver”** means a person possessing a valid driving license to drive the class of the **Named Vehicle** under the laws and regulations of the Malaysia/Singapore Road Traffic Ordinances/Acts.
- **“Passenger(s)”** means occupant of the **Named Vehicle** excluding the **Driver**.
- **“Accident or Accidental”** means an event, which is sudden, unforeseen or unexpected.
- **“Accidental Bodily Injury”** means an identifiable physical injury caused solely and directly by the **Accident** resulting in the death or disablement of the **Insured** or the **Driver/Passenger(s)** at an identifiable time and place during the period of insurance which occurs within twelve (12) months from the date of injury.
- **“Permanent Disablement”** means inability lasting twelve (12) consecutive calendar months and being beyond hope of improvement at the expiry of that period.
- **“Total Disablement”** means the inability of the **Insured** or the **Driver/Passenger(s)** from attending to any occupation or business for which he is reasonably qualified by reason of education, training or experience.
- **“Medical Expense”** means actual expense necessarily incurred for hospitalization, medical, nursing, hospital treatment expenses including cost of emergency dental treatment (but excluding replacement of dentures) following **Bodily Injury**.
- **“Medical Practitioner”** means a medical practitioner (other than the **Insured** or the **Driver/Passenger(s)** or a member of the Insured immediate family or relatives) who is qualified by a medical degree and duly licensed and registered to practice western medicine and who, in rendering the treatment, is practicing within the scope of his licensing and training in the geographical area of practice.
- **“Financial Institutions”** means all banks, insurances, unit trust companies' incorporated in Malaysia and Recognized by Bank Negara Malaysia and the Security Commissions.
- **“We”, “Our”** and **“Us”** means the insurer of your policy, Tune Insurance Malaysia Berhad (30686-K), and where applicable to also include its agent.
- **“You”,** and **“Your”** means the person whose name is set out on your certificate of insurance.



Area of coverage

Within Malaysia, Singapore and Brunei Darussalam.

Policy Benefits

We will pay:

We will reimburse you for up to the appropriate benefits shown in the Schedule of Benefits if:

- The **Insured** or **Driver/Passenger(s)** suffers from **Accidental Bodily Injury**.
- The **Insured** or **Driver/Passenger(s)** incurs medical expense in connection with the **Accidental Bodily Injury**.

We will not pay:

- We will not pay any expenses where the **Named Vehicle** is being used for hire, racing, road rally, pace making, speed testing, or use of any purpose in connection with motor trade.
- We will not reimburse any death, disablement or loss sustained by the Insured or **Driver/Passenger(s)** whilst the **Named Vehicle**, under the laws and regulations of the Malaysia/Singapore Road Transport Ordinances/Acts, is being driven by a person:
 - i. Who does not hold a valid driver's license
 - ii. Who is not qualified or has been disqualified from holding or obtaining a valid driver's license
- We shall not be liable to pay any claim for damages obtained by **Passenger(s)** against the **Insured** or **Driver** for negligence, recklessness or default.

Exclusions

What we do not cover:

Death or disablement of either the **Insured**, or the **Driver/Passenger(s)** caused directly or indirectly or consequent upon:

- a. War, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, mutiny, military or usurped power, confiscation, detention, nationalization, requisition, martial law or state of siege.
- b. 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 threat thereof of 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, 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.
- c. Insanity, suicide or attempted suicide (whether felonious or not) while sane or insane, intentional self-inflicted injuries or willful exposure to exceptional danger (except in the attempt to save human life).



- d. Fits, venereal disease, hernia, infection or parasites HIV (Human Immunodeficiency Virus) or any related illness, including AIDS (Acquired Immune Deficiency Syndrome) or any mutant derivatives or variation of it; pregnancy, childbirth, miscarriage, abortion or any complications or consequence thereof.
- e. Committing or attempting to commit unlawful act by the **Insured** or **Driver/Passenger(s)** or the **Insured** or **Driver/Passenger(s)**' beneficiary, provoked murder or assault, intoxication by drugs or alcohol.
- f. Ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
- g. Any physical defect or infirmity, which existed prior to either the Insured, or the Driver/Passenger suffering from, any **Accidental Bodily Injury** covered by this Policy.

Schedule of benefits

	Coverage	Compensation	
		Sum insured for each Insured Person (RM)	
		Plan A	Plan B
1	Accidental Death	20,000	30,000
2	a) Loss of both hands or both feet or sight of both eyes	20,000	30,000
	b) Loss of one hand and one foot	20,000	30,000
	c) Loss of either hand or foot and sight of one eye	20,000	30,000
	d) Loss of either hand or foot	10,000	15,000
	e) Loss of sight of one eye	10,000	15,000
3	Medical Expenses (Per Insured Person For Private Car & Private Van Only)	200	400
4	Bereavement Allowance (Per Insured Person)	1,000	1,000
5	Hospital Income (up to a maximum of 30 days per policy period per Insured Person)	50	50
SEATING CAPACITY		ANNUAL PREMIUM (RM)	
Sum Insured Per Person		20,000	30,000
1	Private Car & Private Van (Driver and 4 Passengers)	75	113
2	Private Car & Private Van (Each Additional Passenger)	9	10

Age limit from 3 to 70 only



General conditions:

1. Alterations

- **We** reserve the right to amend the terms and conditions of this policy and such alteration to this policy shall only be valid if authorized by us and endorsed hereon.
- If any liability shall exist on **our** part under this policy, **our** liability hereunder shall be limited to the Sum Insured but **our** aggregate liability during any period of Insurance shall be limited to the Sum Insured stated in the Policy Schedule.

2. Applicable Law

- This Policy and all rights, obligations and liabilities arising hereunder shall be construed and determined and may be enforced in accordance with the laws of Malaysia.
- All differences arising out of the policy shall be referred to the decision of an Arbitrator to be appointed in writing by the parties in difference or if they cannot agree upon a single Arbitrator to the decision of two arbitrators, one to be appointed in writing by each of the parties or, in the case the Arbitrators do not agree, of an Umpire appointed in writing by the Arbitrators before entering upon the reference. The Umpire shall sit with the Arbitrators and preside at their meetings.
- The costs of the reference and of the award shall be at the discretion of the Arbitrator, Arbitrators or Umpire making the award. It is hereby expressly stipulated and declared that it shall be condition precedent to any right of action or suit upon this Policy that the award by such Arbitrator, Arbitrators or Umpire of the amount of Benefit if disputed, shall be first obtained.

3. Notice and Procedures of Claims

- Every notice or communication to be given or made under this policy shall be delivered in writing to Tune Insurance Malaysia Berhad (30686-K).
- Upon the happening of any event which may give rise to a claim, the **you** shall:-
 - a. Notify **us** in writing as soon as possible but not later than fourteen (14) days after any event which may give rise to such claim by filling up the claim form as provided by **us**;
 - b. Furnish to **us** in writing, at **your** own costs and expenses, the police reports, **your** statements, certificate of insurance, and any other documents as **we** may require and shall be in such form and of such nature as **we** may prescribe.
 - c. Co-operate with **us** in all matters pertaining to any loss and/or claims. Failure to comply with this condition may prejudice the claim.

4. Observance of Conditions

The due observance and fulfilment of the Terms, of this policy in so far as they related to anything to be done by **you** and the truth of the Statements in answers in the proposal shall be conditions precedent to any liability to make any payment under this policy.



5. Termination of Cover

- The insurance cover afforded shall terminate automatically on the earliest of the following dates:
 - a. In the event of any fraud in the procurement of this insurance or in deriving any benefits hereunder by **you**;
 - b. Immediately after admission of 100% liability for an admitted claim up to the Sum Insured limit on all sections of insurance cover by **us**;

6. Period of Cover and Renewal

- This Policy shall become effective as of the date as stated in the Schedule. The policy Anniversary shall be one year after the effective date and annually thereafter. On such anniversary, this policy is renewable at **our** option and at the premium rates in effect at that time as notified by **us**.

7. Cash Before Cover

- It is fundamental and absolute special condition of this contract of insurance that the premium due must be paid and received by **us** before the insurance cover is effective.

Goods and services tax:

Please be informed that the Goods and Services Tax ('GST') was implemented by the Government of Malaysia with effect from 1 April 2015 at a rate of six (6) per centum.

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

Complaints:

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

1. FINANCIAL MEDIATION BUREAU

Address : Level 14, Main Block, Menara Takaful Malaysia,
No 4, Jalan Sultan Sulaiman,
50000 Kuala Lumpur.
Telephone No. : +603 2272 2811
Fax No. : +603 2272 1577
Website : www.fmb.org.my

2. PENGARAH JABATAN LINK & PEJABAT WILAYAH

Address : Bank Negara Malaysia,
P. O. Box 10922,
50929 Kuala Lumpur.
Telephone No. : 1300-88-5465
Fax No. : +603 2174 1515
Email : bnmtelelink@bnm.gov.my