



STAMP DUTY PAID

***MOBILE DEVICE PROTECTION (ADLD) INSURANCE POLICY
(CelcomDigi Protect/Protect+ Plan)***



OUR AGREEMENT

Applicable for Consumer Insurance Contracts

This contract of insurance for Mobile Device Protection or **Policy contract** is issued in consideration of the payment of premium as specified in the **Policy Schedule** and pursuant to the answers given by **The Insured** and/or **The Group Policyholder** (or when **The Insured** applies to be covered for this Policy contract) and any other disclosures made by **The Insured** and/or **The Group Policyholder** between the time of application by **The Insured** and/or **The Group Policyholder** (or when **The Insured** applied to be covered for this Policy contract) and the time this Policy contract is entered into. The answers and any other disclosures given by **The Insured** and/or **The Group Policyholder** shall form part of this Policy contract between **The Insured** and **The Group Policyholder** and **The Company**. In the event of any pre-contractual misrepresentation made in relation to **The Insured** and/or **The Group Policyholder** in any disclosures given by **The Insured** and/or **The Group Policyholder**, only the remedies in Schedule 9 of the Financial Services Act 2013 will apply.

This **Policy contract** reflects the terms and conditions as agreed between **The Insured** and **The Group Policyholder** and **The Company**.

Applicable for Non-Consumer Insurance Contracts

This **Policy contract** is issued in consideration of the payment of premium as specified in the **Policy Schedule** and pursuant to the answers given by **The Insured** and/or **The Group Policyholder** (or when **The Insured** applies to be covered for this Policy contract) and any other disclosures made by **The Insured** and/or **The Group Policyholder** between the time of application by **The Insured** and/or **The Group Policyholder** (or when **The Insured** applied to be covered for this Policy contract) and the time this Policy contract is entered into. The answers and any other disclosures given by **The Insured** and/or **The Group Policyholder** shall form part of this Policy contract between **The Insured** and **The Group Policyholder** and **The Company**. In the event of any pre-contractual misrepresentation made in relation to **The Insured** and/or **The Group Policyholder** in any disclosures made by **The Insured** and/or **The Group Policyholder**, 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 as agreed between **The Insured** and **The Company**.

Whereas **The Group Policyholder** named in the Policy Schedule has, by a proposal and a declaration which shall be the basis of this Policy contract and is deemed to be incorporated, applied to Tune Insurance Malaysia Berhad (Company No. 197601004719 (30686-K)) (hereinafter referred to as "**The Company**") for an insurance in accordance with the terms and conditions contained in this Policy contract.

In consideration of the payment by **The Group Policyholder** of the premium as stated in the Policy Schedule and subject to the terms and condition and exclusions contained in this Policy contract or any endorsements under this Policy contract, **The Company** agrees that if during the Period of Cover or any subsequent periods for which **The Group Policyholder** shall have paid and **The Company** shall have agreed to accept the applicable premium and renewal premium, **The Company** agrees to indemnify **The Insured** against loss or **Damage** to the **Mobile Device(s)** and/or **Device(s)** due to **Accidental Damage** as defined in this **Policy** contract by providing replacement of, or repair to the Mobile Device(s) and/or Device(s) or any such costs hereunder except where specifically excluded by or in this **Policy** contract.

Notwithstanding any provision to the contrary within this **Policy** contract -

Single Device Protection (iPhone ONLY)

- a) there shall be unlimited claims during twelve (12) months coverage period for the aforesaid **Accidental Damage**; and
- b) the claim for the **Accidental Damage** shall be capped at the sum insured as stated in the **Certificate of Insurance**; and

TUNE PROTECT MALAYSIA

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**Multi Device Protection (total 4 Devices ONLY)**

- a) there shall be unlimited claims for iPhone device and a limit of two (2) claims for other devices during twelve (12) months coverage period for the aforesaid **Accidental Damage**; and
- b) The maximum amount payable for each **Accidental Damage claim** shall be limited to the Sum Insured for the respective device, as stated in the **Certificate of Insurance**.

EXCLUSIONS

The Company shall not be liable in respect of:

1. Any act in contravention of a government prohibition or law by **The Insured**.
2. War, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.
3. An 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(s) or group(s) of persons whether acting alone or on behalf of or in connection with any organization (s) or government(s), committed by political, religious, ethnic, ideological or similar purposes including the intention to influence any government(s) and/or to put the public or any section of the public in fear.
4. Delay, confiscation, detention, destruction or requisition by customs or police or by the order of any government or public body or authority, whether as contraband, stolen goods or otherwise, or in consequence of illegal act or activity or otherwise.
5. **Damage** arising from detention confiscation destruction or requisition by customs or other government or public body or authority by seizure or sale under and process of law or abandonment of the Mobile Device and/or Device(s).
6. Any deliberate act or negligence by **The Insured** or any person using the **Mobile Device(s) and/or Device(s)** with **The Insured's** permission.
7. Atmospheric conditions (other than lightning or rainstorm).
8. Flood, earthquake and other convulsions of nature.
9. Ionizing, radiation or contamination by radio activity from any nuclear fuel from any nuclear waste from combustion of nuclear fuel or nuclear weapon material.
10. Fraud or criminal activity on the part of **The Insured** and/or **The Group Policyholder**.
11. The first amount of each and every loss or **Damage** described in the **Policy Schedule** as the **Excess**.
12. **Damage** as a result of power surge.
13. Any consequential loss or legal liability.
 - a) **Damage** caused by any latent or mechanical defect, mechanical derangement, mechanical or electrical failures, breakage, depreciation, atmospheric conditions or any other gradually operating cause.
 - b) **Damage** caused by mechanical or electrical breakdown or wear and tear.
 - c) **Damage** caused by overloading or strain.
 - d) **Damage** arising from rust, mildew, moth, vermin or in connection with any process of cleaning, dyeing, repairing, restoring, renovating or dismantling.

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14. **Claim** in respect of **Accidental Damage** that takes place on any type of craft used in or on water that is less than three (3) meters long.
15. Any additional cost incurred to **The Insured** in respect of:
 - a. loss of value, loss of use, loss of information stored in memories or any consequential loss (including but not limited to any economic loss or other loss of turnover, profits, business, goodwill or expected savings), except of set out elsewhere in this **Policy contract**;
 - b. when repairing or replacing aerials, battery chargers or batteries where these items are the only part of the **Mobile Device(s) and/or Device(s)** that have been **Damaged**;
 - c. when replacing car kits or car phones and other accessories which can no longer be used with the **Mobile Device(s) and/or Device(s)** ;
 - d. in returning the **Mobile Device(s) and/or Device(s)** for repair or collecting the **Mobile Device(s) and/or Device(s)** once it has been repaired;
 - e. repairing or providing replacement **Mobile Device(s) and/or Device(s)** where the **Damage** to the **Mobile Device(s) and/or Device(s)** is covered by the relevant **Manufacturer's** guarantee or **warranty** for either parts or labour;
 - f. **Mobile Device(s) and/or Device(s)** being routinely serviced, inspected, adjusted or cleaned; or
 - g. replacement of any cosmetic accessories associated with the **Mobile Device(s) and/or Device(s)**.
16. Internal leakage of the battery unless due to **Accident**.
17. Mysterious disappearance, unexplainable and/or improvable event.
18. Product defects whether latent or inherent.
19. Loss or theft of the **Mobile Device(s) and/or Device(s)**
20. Any loss due to unauthorized repair of the **Mobile Device(s) and/or Device(s)**
21. Electronic derangement or malfunction including its own ignition or burn out, whether as a result of use, misuse, test or repair.
22. Mobile Device(s) **and/or Device(s)** for commercial, rental, or profit generating purposes.
23. Any **Damage, Defect or Condition** that existed prior to the enrolment into this Policy contract.

GENERAL CONDITIONS

Each of the conditions herein will be viewed separately and independently from the others. The invalidity of any part of a condition will not affect the validity of any other part.

1. Entire Policy Contract and Changes to Policy Contract

No statement made by the applicant for insurance which are not included herein shall avoid this **Policy contract** or be used in any legal proceedings under this Policy contract. No party shall have the authority to change this **Policy contract** or to waive any of its provisions save and except for an officer clothed with expressed authority by **The Company** to do so and such approval be endorsed hereon.

2. Alterations To Terms And Conditions

The Company reserves the right to reduce **Limit** or increase Premium or modify coverage or decline

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renewal by giving thirty (30) days prior written notice to **The Group Policyholder** at its last known address and obtaining its concurrence in writing.

3. **Effective Date**

Effective date of this **Policy** is as stated in the **Policy Schedule** or the **Certificate of Insurance**, as the case maybe.

4. **Currency of Payment**

All amounts payable either to or by **The Company** shall be payable in Ringgit Malaysia (RM).

5. **Renewal**

This **Policy contract** shall be renewed by **The Company** from month to month or annually, by payment of the prevailing premium rate at the time of renewal. **The Company** reserves the right to decline the renewal of this **Policy** contract on any anniversary date of the **Policy** contract by giving thirty (30) days' notice by post or electronic mail to **The Group Policyholder** at its last known address and obtaining its concurrence in writing.

6. **Notice Of Claim**

In the event of any occurrence which might give rise to a **Claim** under this Policy contract, the **Insured** shall:

- (a) notify **The Company** immediately in writing, giving an indication as to the nature and extent of damage in any case no later than 30 days from the occurrence of damage;
- (b) take all steps within his or her power to minimise the extent of the damage;
- (c) use its best endeavours to preserve the Mobile Device(s) and/or Device(s) to assist in the investigation or defence of a **Claim** or in the exercise of rights of subrogation;
- (d) make no any admission, offer, promise or payment in connection with any occurrence or **Claim** unless with the consent in writing of **the Company** and **the Company** if it so desires, shall be entitled to take over and conduct in the name of **the Insured** the defence or settlement of any **Claim**; or(f) provide all necessary information and assistance to enable **The Company** to settle any of the **Claims**.

Failure to comply with the condition in this clause may prejudice the **Claim**. Filing a false or fraudulent **Claim** will invalidate the **Claim** and result in **The Company** rejecting the **Claim**.

The Company shall not in any case be liable for loss, damage or liability under this Policy contract for **Claim** notification which has been provided to the Company after thirty (30) days of **Date of Incident**.

7. **Proof Of Claim**

In the event of a **Damaged Mobile Device(s) and/or Device(s) due to Accidental Damage**, **The Insured** is required to forward the **Damaged Mobile Device(s) and/or Device(s)** to **The Company** before any replacement or repair can be made. Failure to furnish such proof within the time required shall not invalidate nor reduce any **Claim** if it was not reasonably possible to give proof within such time provided such proof is furnished as soon as possible and in no event, except in the absence of legal capacity, later than one (1) year from the **Date of Incident**. All documents, affidavit information and evidence must be provided at **The Insured's** expense in the form and nature required.

8. **Salvage**

The Company shall be entitled:

- a) Upon the occurrence of physical damage to the **Mobile Device(s)** covered, to take and keep possession of the **Damaged Mobile Device(s)** and to deal with the salvage in a reasonable manner; and
- b) to undertake in the name and on behalf of the absolute conduct, control and settlement of any proceedings and to take proceedings at its own expense and for its own benefit but in the name of **The Insured** to recover compensation or secure indemnify from any third party in respect of anything covered by this **Policy contract**.

The Insured must provide all necessary information, documents and reasonable assistance as **The Company** may require.

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9. **Receipt of Compensation**

The Company shall not be committed by any notice of any trust, charge, lien, assignment or other dealing with this **Policy contract** and the receipt of any compensation payable under this **Policy contract** shall in all cases be effectual discharge of liability of **The Company**.

10. **To Whom Indemnities Are Payable**

All indemnities under this **Policy** will be made to authorised repairers or **The Insured** in accordance with any of the perils stated on the front page of this **Policy contract** and in accordance with the **Claim** limit(s) stated on the front page of this **Policy contract**.

11. **Legal Proceedings**

No action at law or in equity shall be brought to recover on this **Policy contract** prior to the expiration of sixty (60) days after written proof of loss has been filed in accordance with the requirements of this **Policy** nor shall such action be brought at all unless brought within one (1) year from the expiration of the time within which the written proof of loss is required by the **Policy contract**.

12. **Misrepresentation In Application**

The compensation under this **Policy contract** shall not be payable and this **Policy contract** shall be considered voidable at the option of **The Company** in the following events:

- a) there has been a failure to disclose or there has been any misrepresentation of any fact with respect to any **Insured** that is material to the insurance provided hereunder which is required to be furnished as evidence of insurability; and/or
- b) in all cases of fraud.

13. **Termination Of Coverage**

This **Policy contract** and its coverage shall be terminated automatically upon the earliest occurrence of any of the following events:

- a) at the request of **The Group Policyholder** or the Insured in writing to **The Company**;
 - i. for monthly cover, no refund of premium shall be allowed; and.
 - ii. for 12-months or 24-months cover, premium shall be refunded on a pro rata basis, provided that no **Claim** has been made during the current Period of Insurance.
- b) at the request of **The Company** with thirty (30) days' prior written notice to **The Group Policyholder** and the **Insured** at the last known addresses. For 12-month or 24-months cover premium shall be refunded on a pro rata basis, provided that no **Claim** has been made during the current Period of Insurance.
- c) upon expiry of the term of the **Policy**.

Termination of this **Policy** shall be without prejudice to any **Claim** arising from an Event insured under this **Policy** prior to the effective date of termination, subject to the terms, conditions, exclusions and limits of this **Policy**.

14. **Compliance with Policy Provisions**

Failure to comply with any of the provisions contained in this **Policy contract** shall invalidate all **Claims** hereunder. For the avoidance of doubt, this paragraph shall not apply retrospectively to **Claims** already submitted or disbursed.

15. **Arbitration Clause**

- a) Any dispute, difference or question which may arise at any time hereafter between **The Company** and **The**

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Group Policyholder in relation to the true construction of this **Policy** contract or the rights or liabilities of parties hereto shall be referred to arbitration.

- b) The arbitration shall be heard by a single arbitrator to be agreed by the parties hereto within fourteen (14) days of the commencement of the arbitration. In default of agreement, the disputing parties shall be bound by the appointment of the arbitrator in accordance with and subject to the provisions of the relevant arbitration statutes or any statutory modification or reenactment thereof for the time being in force.

16. **Conformity with Law**

If any provision of this Policy contract, or part of any provision under this Policy contract, is or becomes illegal, invalid or unenforceable but would be legal, valid and enforceable if some part of it was deleted or modified:

- a) the provision or part-provision in question shall apply with such deletions or modifications as may be necessary to make the provision legal, valid and enforceable; and
- b) the legality, validity and enforceability of any other provision of this agreement shall not be affected.

17. **Notices**

All notices to be given by **The Insured** and/or **The Group Policyholder** to **The Company** under this **Policy** must be given in writing and addressed to **The Company**.

18. **Duty Of The Group Policyholder**

The Group Policyholder shall remit the premium to **The Company** in respect of each of **The Insured** who is eligible for the insurance coverage under this Policy contract. **The Group Policyholder** is required to ensure that the payment of all monies is in order and provide accurate and complete information to **The Company**.

19. **Duty Of The Insured**

The Insured shall take all reasonable precautions for the safety and protection of the **Mobile Device(s)** at all times.

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

Where **The Insured** and/or **The Group Policyholder** has/have applied for the insurance coverage under this **Policy** contract wholly for purposes related to **The Insured's** trade, business or profession, **The Insured** and/or **The Group Policyholder** has a duty to disclose any matter that **The Insured** and/or **The Group Policyholder** knows 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 to know to be relevant. Otherwise, it may result in avoidance of **The Insured's** and/or **The Group Policyholder's** contract of insurance, refusal or reduction of **The Insured's** and/or **The Group Policyholder's Claim(s)**, change of terms or termination of **The Insured's** and/or **The Group Policyholder's** contract of insurance. **The Insured** and/or **The Group Policyholder** also has a duty to tell **The Company** immediately if at any time after **The Insured's** and/or **The Group Policyholder's** contract of insurance has been entered into, varied or renewed with **The Company** any of the information given (or when **The Insured** and/or **The Group Policyholder** applied for the insurance coverage under this Policy contract) is inaccurate or has changed.

21. **Changes And Alterations to the Mobile Device(s) and/or Device(s)**

The Insured and/or **The Group Policyholder** must notify **The Company** if there are any **Material Changes** to the **Mobile Device(s) and/or Device(s)** shown on the **Policy**. The benefits and entitlements under the **Policy** will end immediately if any of the following conditions apply:-

- a) **The Insured** sells or transfers ownership of his/her **Mobile Device(s) and/or Device(s)** in any way;
- b) The **Mobile Device(s) and/or Device(s)** is modified or altered in any way or the electronic identify of the **Mobile Device(s) and/or Device(s)** is altered; or
- c) **The Insured** changes his/her **Mobile Device(s) and/or Device(s)** for any reason other than under a **manufacturer's warranty** exchange scheme or a **Claim** under this **Policy**.

For the avoidance of doubt, this clause shall not in any way affect any **Claims** made under this Policy contract in respect of the **Mobile Device(s) and/or Device(s)** which are beyond economic repair.

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22. Conditions Precedent For Coverage

(I) Single Device Protection

The Device must be:

- a. **New Device** Apple iPhone ONLY (purchased from CelcomDigi Malaysia);
- b. supported by Apple API or invoice;
- c. Enrolled within 60 days of Purchase
- d. at all times have been used in normal use; or
- e. not have been modified at any time.
- f. The coverage period is 12 months from the enrollment date

(II) Multi Device Protection

The Devices must be :

- a. Primary Device: **New Device** iPhone (purchased from CelcomDigi Malaysia)
- b. Secondary Device: **New Device** iPad, Apple Watch, AirPods, or Beats, ONLY (purchased from CelcomDigi Malaysia, Apple, authorized Apple resellers, or participating partners)
- c. Enrolled within 60 days of Purchase
- d. Maximum total 4 devices including Primary Device.
- e. limited to one (1) device per category
- f. The coverage period is 12 months from the enrollment date

23. Settlement Options

The Company shall be at liberty to elect whether to repair or replace the **Mobile Device(s) and/or Device(s) Damaged**, as the case may be and may join with any other insurance companies in doing so in cases where the **Mobile Device(s)** are also covered elsewhere. In cases where **The Company** repairs or replaces the **Mobile Device(s)** an **Excess shall be borne by the Insured**. In cases where **The Company** replaces the **Mobile Device(s) and/or Device(s)**, **The Company** reserves the right to replace like for like units, either new or refurbished units.

24. Other Insurance

The **Insured** shall give notice to **The Company** of any insurance or insurances already effected or affected after the effective date of this Policy contract, covering any of **the Mobile Devices and/or Device(s)** insured hereunder, and unless such notice and the particulars of such insurance or insurances is given before the occurrence of any loss or damage, the benefits relating to such cover shall either be forfeited or managed under Clause 25 of this Policy contract.

25. Law and Jurisdiction

In accordance with the laws and within the jurisdiction of Malaysia.

26. Anti-Bribery and Corruption

Where the Insured is a non-consumer, the **Insured** shall comply, and/or shall procure or ensure that its 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 **The Company** and have in place adequate controls and procedures to prevent corruption.

In the event of a breach by **The Insured**, **The Company** shall be fully entitled to terminate this **Policy** contract without any liability howsoever with written notice with immediate effect. **The Insured** shall hold **The Company** harmless from any cost, expenses, claim, liability, fine or penalty, as a result of any breach of this Clause by **The Insured**, its directors, employees, subcontractors and/or agents.

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27. 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 contract 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.

Clauses

Where applicable, the following clauses, endorsements and warranties shall apply to this Policy contract:

1. Premium Warranty

It is a fundamental and absolute special condition of this Policy contract that the premium due must be paid and received by **The Company** within sixty (60) days from the inception date of this **Policy contract** or endorsement or renewal certificate.

If this condition is not complied with then this Policy contract is automatically cancelled and **The Company** shall be entitled to the pro rata 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 Company**, the payment shall be deemed to be received by **The Company** for the purpose 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 Company**.

2. Property Damage Clarification Clause

"Property Damage" refers to the type and nature of **Mobile Device(s) and/or Device(s)** damage covered under this **Policy contract** and shall mean physical damage to the substance of the **Mobile Device(s) and/or Device(s)**.

In this regard, physical damage to the substance of the **Mobile Device(s) and/or Device(s)** shall not include damage to data or software, in particular any detrimental change in data, software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure.

Consequently, the following are excluded from this **Policy contract**:

A. Loss of or damage to data or software, but not limited to any detrimental change in data, software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure, and any business interruption losses resulting from such loss or damage.

Notwithstanding this exclusion, loss of or damage to data or software which is the direct consequence of physical damage to the substance of the **Mobile Device(s) and/or Device(s)** shall be covered.

B. Loss or damage resulting from an impairment in the function, availability, range of use or accessibility of data, software or computer programs, and any business interruption losses resulting from such loss or damage.

3. Theft by Deception

The Company shall not be liable for any loss or **Damage** caused by or attributed to the act of cheating by any person within the meaning of the definition of the offence of cheating set out in the Penal Code under the laws of Malaysia. Cheating as defined in the Penal Code is as follow:

Whoever by deceiving any person, whether or not such deception was the sole or main inducement -

(a) fraudulently or dishonestly induces the person so deceived to deliver any property to any person, or to consent that any person shall retain any property; or

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(b) intentionally induces the person so deceived to do or omit to do anything which he would not do or omit to do if he were not so deceived and which act or omission causes or is likely to cause damage or harm to any person in body, mind, reputation, or property, is said to "cheat".

4. Criminal Breach of Trust

The Company 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 under the laws of Malaysia. Criminal breach of trust as defined in the Penal Code is as follow:-

Whoever, being in any manner entrusted with property, or with any dominion over property either solely or jointly with any other person 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 wilfully suffers any other person so to do, commits "criminal breach of trust".

5. Sanction Limitation And Exclusion Clause

This **Policy** contract shall not provide cover and **The Company** shall not be liable to pay any **Claim(s)** or provide any benefit hereunder to the extent that the provision of such cover, payment of such **Claim(s)**, or provision of such benefit would expose **The Company** to any sanction, prohibition or restriction under the United Nations resolutions or trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

6. Communicable Disease Endorsement

This **Policy contract**, subject to all applicable terms, conditions and exclusions, covers losses attributable to direct physical loss or physical damage occurring during the **Period of Cover**.

Consequently, and notwithstanding any other provision of this **Policy** contract to the contrary, this **Policy contract** does not insure any loss, damage, liability, claim(s), cost, or expense of whatsoever nature, directly or indirectly caused by, arising out of, resulting from, attributable to, or in connection with (regardless occurring concurrently or in any sequence) with a communicable disease or the fear or threat (whether actual or perceived) of a communicable disease.

For the purposes of the endorsement referred to herein, loss, damage, liability, claim, cost, or expense of whatsoever nature or other sum, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test:

- a. for a communicable disease, or
- b. any property insured hereunder that is affected by such communicable disease.

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:

- a. 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
- b. 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
- c. 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 insured hereunder.

The endorsement referred to herein applies to all coverage extensions, additional coverage, exceptions to any exclusion and other coverage grant(s).

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All other terms, conditions and exclusions of the **Policy contract** remain the same.

7. **Cyber And Data Exclusion**

Notwithstanding any provision to the contrary within this **Policy** contract or any endorsement thereto this **Policy** contract excludes any:

- a. **Cyber Loss**;
- b. loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data,

regardless of any other cause or event contributing concurrently or in any other sequence thereto.

In the event any portion of the endorsement under this clause is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

The endorsement under this clause supersedes and, if in conflict with any other wording in the **Policy** or any endorsement thereto having a bearing on Cyber Loss or Data, replaces that wording.

Definitions

"Cyber Loss" means 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 any Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident.

"Cyber Act" means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.

"Cyber Incident" means:

1. any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or
2. any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.

"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, owned or operated by **The Insured** or any other party.

"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.

8. **Monthly Declaration Endorsement**

The Group Policyholder shall make a monthly declaration to **The Company** upon **The Insured** entering this Policy contract and the premium to be paid within sixty (60) days from the date of such declaration. It is further noted that the covers provided to **The Insured** is on annual and monthly basis subject to continuous premium payable as scheduled to **The Insured**. Cover shall cease upon failure to comply with the premium payment schedule.

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



DEFINITIONS

1. **Certificate of Insurance**

Shall mean the **Policy** which shows details such as **The Insured's** name, device value, make and model. It forms part of this **Policy** contract and **Insured** must read it with the terms and conditions of this **Policy contract**.

2. **Accident/Accidental**

An involuntary, external forcible and violent event that gives rise to **Damage** that is unforeseen, fortuitous and not premeditated and occurs independently of all other causes.

3. **Claim(s)**

Shall mean any claim(s) for any of the compensation, entitlements and benefits under this **Policy contract**. **The Company** shall be at liberty to decide whether to settle claim(s) by paying the authorised repairer or supplier for the costs of repair and/or replacement of the **Mobile Device(s) and/or Device(s)** or to the **Insured** in accordance with the terms of this Policy contract.

4. **Damage(d)**

Shall mean physical breakage, destruction and failure of **Mobile Device(s) and/or Device(s)** (including, but not limited to, damage caused by liquid and cracked screen) that prevents the **Mobile Device(s) and/or Device(s)** from properly functioning.

5. **Date of Incident**

The date when the **Accidental Damage** occurs.

6. **Excess**

Shall mean the amount that **The Insured** is required to pay towards the **Claim** as provided in the **Policy Schedule** or the **Certificate of Insurance** and such amount is collected by **The Company's** appointed and authorised insurance agent and payable to **The Company**.

7. **Incident(s)**

Shall mean the occurrence of **Accidental Damage**.

8. **IMEI Number**

Shall mean the International Mobile Equipment Identity Number of a **Mobile device and/or Device(s)**, which comprises a 15-digit unique code used to identify a mobile device to a GSM network.

9. **Serial Number**

Is a unique code used to identify a **Mobile Device and/or Device(s)**.

10. **The Group Policyholder**

Shall mean the party named in the **Policy Schedule**.

11. **The Insured**

Shall mean the individuals who subscribed to the insurance coverage under this Policy contract. The insurance coverage under this Policy shall also cover **Mobile Device(s) and/or Device(s)** used by the parents, legal spouses and children of **The Insured**.

12. **The Company**

Tune Insurance Malaysia Berhad (Company No. 197601004719 (30686-K).

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13. Limit(s)

Shall mean the claim limit(s) which shall include repair cost and replacement cost of the **Mobile Device(s) and/or Device(s) stated in the Certificate of Insurance.**

14. Manufacturer's Warranty

Shall mean the original warranty given by the respective manufacturer of the **Mobile Device(s) and/or Device(s).**

15. Manufacturer Warranty Period

Shall mean the validity period of the Manufacturer's Warranty as stated on the original official Manufacturer's Warranty certificate or publication.

16. Material Changes

Shall mean any change which affects the functionality of the **Mobile Device(s) and/or Device(s)**, either enhancing its capabilities or negatively affecting its capabilities, deviating from the manufacturer's specifications.

17. Mobile Device(s) and/or Device(s)

The **Insured's Mobile Device(s) and/or Device(s)** described in **The Group Policyholder's** monthly declarations to **The Company** detailing the **IMEI Number**, manufacturer and model details of the **Mobile Device(s) and/or Device(s).**

18. New Device

Shall mean a device that is brand new, unused, and does not include refurbished, reconditioned device.

19. Period of Cover

Shall mean any period for which **The Company** has accepted **The Insured's** premium.

20. Policy

Shall mean this Mobile Device Protection Group Insurance Policy, including but not limited to the terms contained in this Policy contract, the **Policy Schedule**, any proposal forms and/or declarations which state and contain details such as the name of **The Group Policyholder**, **The Insured**, the make and model of the **Mobile Device(s) and/or Device(s)**. The Policy shall be the contract of insurance between **The Insured**, **The Group Policyholder** and **The Company**.

21. Policy Schedule

Shall mean the schedule attached to this Policy contract. The Policy Schedule shall form an integral part of this Policy contract and be read in accordance with the terms and conditions of this Policy contract.

22. Replacement Price

The market value of one (1) unit of Mobile Device and/or Device(s) of the same make and model as that of the **Mobile Device(s) and/or Device(s)** or any other mobile device(s) **and/or Device(s)** with similar technical and functional capabilities should there be no available stock of the former as at the date of replacement provided that the replaced mobile device(s) **and/or Device(s)** will not exceed the value of the **Mobile Device(s) and/or Device(s).**

23. Territorial Limits

Within Malaysia only.

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IMPORTANT NOTICE

Every effort will be made by our company to fulfill our obligation under this 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
Complaint 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 Financial Markets Ombudsman Services (FMOS) or to Bank Negara Malaysia (BNM).

The following are the contact details for FMOS and BNM:

Financial Markets Ombudsman Services (FMOS) or
Level 14, Menara Takaful Malaysia
No. 4, Jalan Sultan Sulaiman,
50000 Kuala Lumpur.
Tel: 03-2272 2811
Website: www.fmos.org.my

BNMLINK
4th Floor, Podium Bangunan AICB
No. 10, Jalan Dato' Onn
50480 Kuala Lumpur
Tel: 1-300-88-5465 or + 603 2784 8888
Fax: +603 2174 1515
Webpage: bnm.gov.my/BNMLINK

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).

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