

STAMP DUTY PAID



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.

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SST Registration No.: W10-1808-31039805

Foreign Worker PA Insurance Policy

This is **Your** Foreign Worker PA Policy. Please read it carefully and if **You** find any information contained herein as incorrect, immediately return it to **Us** for correction.

Your Policy comprises this document, the Policy Schedule and any endorsement. 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 and the declaration submitted by **You** shall form the contract of this insurance. The conditions appearing in this Policy or in any endorsement are part of this contract and must be complied with by **You** and/or the **Insured Person** before **We** pay a claim.





Our Agreement

STATEMENT Pursuant to Schedule 9 of the Financial Services Act 2013

A 'consumer insurance contract' is a contract of insurance entered into, 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 **Your** Proposal Form (or when **You** applied for this insurance) and any other disclosures made by **You** between the time of submission of **Your** Proposal Form (or when **You** applied for this insurance) and the time this contract is entered into. The answers and any other disclosures given by **You** shall form part of this contract of insurance between **You** and **Us**. However, in the event of any pre-contractual misrepresentation made in relation to **Your** answers or in any disclosures given by **You**, the remedies in Schedule 9 of the Financial Services Act 2013 will apply.

If **You** are required by **Us**, before this Policy is renewed or varied, to answer questions or if **You** are required to confirm or amend any matter previously disclosed by **You** to **Us** in relation to this Policy, it is **Your** duty not to make a misrepresentation when answering the questions or confirming or amending any matter previously disclosed.

You must inform **Us** of any change to the information given to **Us** in **Your** answers or in respect of any matter previously disclosed to **Us** in relation to this Policy if such changes had taken place after **You** have submitted the application for renewal or variation but before this Policy is renewed or varied.

This Policy reflects the terms and conditions of the contract of insurance as agreed between **You** and **Us**.



DEFINITIONS

The following definitions apply:

“Accident” shall mean a sudden, unforeseen and fortuitous external event occurred during the period of insurance.

“Accidental Death” shall mean any death that is due to an **Accident** and not from any natural causes.

“COVID-19” shall mean an infectious disease caused by severe acute respiratory syndrome corona virus 2 (SARS-Cov-2).

“Hospital” shall mean an establishment lawfully constituted and registered as a **Hospital** 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 **Physicians**; and
- (d) is not primarily a clinic, a place for alcoholics or drug addicts, a nursing, rest or convalescence home or a home for the aged or similar establishments.

“Injury” shall mean bodily injuries caused solely and directly by an **Accident**.

“Insured Person” shall mean **You** or the **Eligible Person** having accepted by the Company to participate in the scheme as described in the Policy Schedule.

“Eligible Person” shall mean the present and future full-time foreign worker employees of the Policyholders who are between eighteen (18) to sixty five (65) years of age and who are bona fide holders of valid work permits/Pas Lawatan Kerja Sementara issued by the relevant Malaysian government authority.

“Medical Expenses” shall mean expenses paid by the **Insured Person** to a **Medical Practitioner**, medical clinic, nurse, **Hospital** and/or ambulance services for medical, medical report, surgical, X-ray, **Hospital** or nursing treatment including the cost of medical supplies, ambulance hire, cost of **Dental Treatment** and physiotherapy treatment due to accident. All treatment including specialist treatment must be prescribed or referred by a **Medical Practitioner, Surgeon** or **Physician** in order for expenses to be reimbursed.

“Permanent Disablement” shall mean an **Injury** which:

- a) falls into any of the injuries listed under Benefit 2 in the Table of Benefits Payable in Percentage; and
- b) where applicable, has lasted for a continuous period of 365 days from the date of the Accident with no hope of improvement at the end of that period.

“Period of Insurance” shall mean the period specified in the Certificate of Insurance, on a 24-hour basis and during which the **Insured Person** is in your immediate employment or until the cessation of the employment permit whichever is the earlier but excluding the period when the **Insured Person** returns to his/her home country. Cover ceases from the time he/she leaves Malaysia and resumes upon his/her return to Malaysia.



The territorial limit of this policy is within Malaysia only.

"We/Us/Our/the Company" shall mean TUNE INSURANCE MALAYSIA BERHAD.

"Your/Policyholder/Insured" shall mean the person named as employer in the Certificate of Insurance.

ELIGIBILITY

Persons eligible for coverage under this policy are present and future full-time foreign workers of the **Policyholder**, who are actively engaged at their usual work.

- (i) The age of any **Insured Person** must be between 18 and 65 years old at the date of his/her inclusion in this policy and he/she is free from physical deformity.

SCHEDULE OF BENEFITS

No.	Benefits	Sum Insured (RM)
1	Accidental Death	30,000.00
2	Permanent Disablement	30,000.00
3	Medical and Surgical Expenses (aggregate limit per worker)	Up to 1,500.00
4	Repatriation Expenses	Up to 5,000.00
5	Loss of Levy due to Disappearance of Workers (Optional Benefit)	Up to 2,500.00
6	Bereavement Allowance due to COVID-19 (Optional Benefit)	10,000
7	Daily Hospital Allowance due to COVID-19 (Optional Benefit)	50 per day up to 14 days

SCALE OF BENEFITS

Permanent Disablement Scale

Benefit	Benefits Payable To Any One Person Per Accident	Percentage of Sum Insured Payable
2.00	Accidental Death	100%
2.01	Loss of two limbs	100%
2.02	Loss of both hands or of all fingers and both thumbs	100%
2.03	Total loss of sight of both eyes	100%
2.04	Total paralysis	100%
2.05	Injuries resulting in being permanently bedridden	100%



2.06	Any other injury causing permanent total disablement	100%
2.07	Loss of arm at shoulder	100%
2.08	Loss of arm between shoulder and elbow	100%
2.09	Loss of arm at elbow	100%
2.10	Loss of arm between elbow and wrist	100%
2.11	Loss of hand at wrist	100%
2.12	Loss of leg at hip	100%
2.13	Loss of leg between knee and hip	100%
2.14	Loss of leg below knee	100%
2.15	Loss of whole eye	100%
2.16	Loss of all sight in one eye	100%
2.17	Loss of sight of, except perception of light	50%
2.18	Loss of lens of one eye	50%
2.19	Loss of four fingers and thumb of one hand	50%
2.20	Loss of four fingers	40%
2.21	Loss of thumb - Both phalanges - One phalanx	25% 10%
2.22	Loss of index finger - Three phalanges - Two phalanges - One phalanx	10% 8% 4%
2.23	Loss of middle finger - Three phalanges - Two phalanges - One phalanx	6% 4% 2%
2.24	Loss of ring finger - Three phalanges - Two phalanges - One phalanx	5% 4% 2%
2.25	Loss of little finger - Three phalanges - Two phalanges - One phalanx	4% 3% 2%
2.26	Loss of metacarpals - First or second (additional) - Third, fourth or fifth (additional)	3% 2%



2.27	Loss of toes - All - Great, both phalanges - Great, one phalanx - Other than great, if more than one toe lost, each	15% 5% 2% 1%
2.28	Loss of hearing of - Both ears - One ear	75% 15%
2.29	Loss of speech	50%

Note:

1. Where a disablement is not specified in the above Benefits, **We** shall have the absolute discretion to determine the percentage of compensation payable.

DESCRIPTION OF BENEFITS

BENEFIT 1 – ACCIDENTAL DEATH

Death occurring within twelve (12) calendar months of bodily injury due to an accident.

BENEFIT 2 – PERMANENT DISABLEMENT

Permanent Disablement occurring within twelve (12) calendar months of bodily injury due to an accident. The Percentages of sum insured are as stated in the scale under the Scale of Benefits.

BENEFIT 3 – MEDICAL AND SURGICAL EXPENSES

Medical and Surgical Expenses reimbursement on the actual, necessary and reasonable medical, hospital or surgical expenses incurred in the treatment of injuries resulting from an accident, provided such treatment is received from a qualified medical practitioner or whilst confined in a government hospital/government clinic/ or licensed private hospital or clinic.

In the event of treatment obtained from a private hospital/private clinic, the benefit granted under this section shall be limited to RM 80 per accident.

BENEFIT 4 – REPATRIATION EXPENSES

We shall reimburse you for the actual repatriation expenses incurred up to RM5,000.00 to transport the **Insured Person** back to his/her country of origin if during the period of insurance or within twelve (12) months of the accident or sickness occurring during the period of insurance; the **Insured Person** dies or suffers permanent total disablement.

It is hereby declared and agreed that this Policy is extended to cover Repatriation Expenses as a result of suicide or attempted suicide or intentional self-injury.



BENEFIT 5 – LOSS OF LEVY DUE TO THE DISAPPEARANCE OF WORKERS (OPTIONAL BENEFIT)

Subject to additional premium being paid and this extension being endorsed onto the Policy, we shall reimburse the Employer named in the schedule of the Policy for loss of levy incurred, in the event the **Insured Person** disappears or absconds from work.

Disappearance or abscondment shall mean the absence from work of the **Insured Person** for a period exceeding thirty (30) consecutive days from the date of the Police Report lodged relating to the disappearance or abscondment of the **Insured Person**.

The amount payable under this benefit shall be on a reimbursement basis. In any one event, the reimbursed amount shall not exceed the sum insured afforded under this benefit or the amount of levy stipulated by the Immigration Department for each Insured Person, whichever is the lesser. The basis of reimbursement for each **Insured Person** shall be reduced by one twelfth (1/12) each month from the inception of the policy, which shall be the date of issuance of the Permit by the Malaysian Immigration Department, up to the month of disappearance or abscondment.

The benefit granted shall not be payable for claims occurring on the 13th month or for insurance coverage taken up 30 days after the arrival of the **Insured Person** into Malaysia or from the date of issuance of the Permit by the Malaysian Immigration Dept, of the **Insured Person**.

No insurance coverage shall be granted under this benefit for:

- (i) the disappearance or abscondment of the **Insured Person**, directly or indirectly arising from any discriminatory or ill treatment by the Employer, of the **Insured Person**;
- (ii) the disappearance or abscondment of the **Insured Person**, to perform work or tasks not in accordance with the **Insured Person's** employment contract.

BENEFIT 6 – Bereavement Allowance due to COVID-19 (OPTIONAL BENEFIT)

In the event the Insured Person is diagnosed with **COVID-19** resulting in death, We will pay the Bereavement Allowance of RM10,000 as stated in the Schedule of Benefits.

BENEFIT 7 – Daily Hospital Allowance due to COVID-19 (OPTIONAL BENEFIT)

In the event the Insured Person is hospitalized after being tested positive COVID-19 , We will pay the Daily Hospital Allowance- RM50 daily up to maximum 14 days as stated in the Schedule of Benefits.



EXCLUSIONS APPLYING TO THE WHOLE POLICY

The Company will not indemnify the **Policyholder** and/or the **Insured Person** against:

1. any actions for compensations brought in the Courts of Law of any territory outside Malaysia.
2. losses, damages or injury by accident or disease, directly or indirectly occasioned by or happening through or in consequence of:
 - a) Invasion of war by foreign enemy hostilities (whether war be declared or not) civil war mutiny rebellion revolution insurrection or military or usurped power.
 - b) any act of a person or persons acting on behalf of or in connection with any organisation with activities directed towards the overthrow by forces of any de jure or de facto government or to the influencing of it by terrorism or violence.
3. losses, damages, injuries or liabilities directly or indirectly caused by, arising from, in consequence of or contributed by
 - a) ionizing radiations or contaminations by radioactivity due to any nuclear fuel or any nuclear waste from the combustion of nuclear fuel. Solely for the purpose of this benefit, combustion shall include any self-sustaining process of nuclear fission.
 - b) nuclear weapons material.
4. any unlawful act of the **Insured Person** or willful exposure to danger (other than in an attempt to save human life), suicide or attempted suicide or intentional self-injury unless specified.
5. the effect or influence (temporary or otherwise) of alcohol or drugs not prescribed by a qualified medical practitioner, venereal disease, insanity, or AIDS.
6. pregnancy or childbirth, miscarriage or abortion.
7. rock climbing, mountaineering (which requires the use of ropes or guides), sky-diving, parachuting, polo, steeple chasing, big game hunting other than on foot, racing of any kind other than on foot.
8. flying as a member of an aircrew or in any aircraft for the purpose of any trade or technical operation therein or thereon or air travel other than as a fare-paying passenger in any properly certified or licensed power-driven aircraft constructed to carry passengers.
9. riding on motorcycle, motor scooter, moped or mechanically assisted pedal cycle (whether as driver or passenger) for sports, exhibition, competition or racing.
10. any loss, damage, liability, expense, fines, penalties directly or indirectly caused by, in connection with, involving or arising out of any of the following – including any fear thereof, whether actual or perceived – :
 - Infectious diseases, virus, bacterium or other microorganism (whether asymptomatic or not); or
 - Coronavirus (COVID-19) including any mutation or variation thereof; or



- A pandemic or epidemic, declared by the World Health Organization or any governmental authority.

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

(Subject to the exceptions of BENEFIT 6 – Bereavement Allowance due to COVID (OPTIONAL BENEFIT) and BENEFIT 7 – Daily Hospital Allowance due to COVID-19 (OPTIONAL BENEFIT)).

PROVISIONS

1. Unless otherwise agreed and endorsed hereon Compensation payable in respect of Death and Disablement occurring whilst the number of Lives Insured are to the Insured's knowledge traveling in the same conveyance shall be limited to a maximum of RM3,500,000.00. In the event the aggregate exceeds the said amount, the Company shall settle the claims of the respective **Insured Person** on appropriate basis.
2. Compensation shall only be payable when the claims are proven to the satisfaction of the Company.

CONDITIONS APPLYING TO THE WHOLE POLICY

1. Interpretation

This Policy and the Schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy or of the Schedule shall bear such meaning wherever it may appear.

2. Observation

The liability of the Company shall be conditional on the observance by the **Policyholder** and the **Insured Person** of the Terms of this Policy.

3. Precaution

The Policyholder and the **Insured Person** shall take all reasonable precautions to prevent accidents and shall comply with all statutory obligations relating to such employment.

4. Alterations

This Policy shall not be altered in any manner unless with **Our** prior written approval and evidenced by endorsement.



5. Cancelling the Policy

a) Cancellation by the **Policyholder**

If the **Policyholder** gives notice to the Company to terminate this Policy, such termination shall become effective on the date the notice is received by the Company or on the date specified in such notice. In the event the premium has been paid for any period beyond the date of cancellation of this Policy, the Company's short period rates shall apply provided that no claim has been made during the current Period of Insurance.

b) Cancellation by the Company

In the event of cancellation by the Company, the following scale of short period premium rates shall apply:

Period Insured Percentage of Annual Premium to be Charged as follows:

- 2 Months (Minimum) 40%
- 3 Months 50%
- 4 Months 60%
- 5 Months 70%
- 6 Months 75%
- Over 6 Months 100%

The Company may give notice of termination by registered post to the **Policyholder** at its last known address. Such termination shall become effective seven (7) days following the date of receipt of such notice by the **Policyholder**. In the event the premium has been paid for any period beyond the date of cancellation of this Policy, the pro-rata premium shall be refunded to the **Policyholder** provided that no claim has been made during the current Period of Insurance.

c) Automatic Cancellation

- (i) Upon the termination of the employment contract between the **Policyholder** and the **Insured Persons** named in the Schedule, OR
- (ii) Upon expiry of visa and or work permit; OR
- (iii) When the **Insured Person** attains the age of 65 year.

6. 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.



7. Making a Claim

In the event of a claim:

- a) The **Claimant** must notify **Us** within thirty (30) days of the **Accident**, complete **Our** claim form and at his own expense, furnish **Us** with all information, medical and other certificates and evidence which **We** may reasonably require to assess the claim.

Failure to notify **Us** within the above time limit shall not invalidate a claim if the **Claimant** can satisfy **Us** that it was not reasonably possible to give such notice within the prescribed time.

8. Currency Exchange Rates

All Benefits under this Policy are payable in Malaysian Ringgit. Medical bills incurred in foreign currency shall be converted to Malaysian Ringgit based on the quoted exchange rate (open market rate if a free market, official rate if not a free market) on the date the **Insured Person** is discharged from **Hospital**.

9. Applicable Law

This Policy is governed by and shall be construed in accordance with the laws of Malaysia.

10. Service Tax Clause

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

11. Sanction Limitation and Exclusion Clause (SANC)

At the sole discretion of the Company, the Company shall not be deemed to provide cover and shall not receive any payment(s) under the Policy; or be liable to pay any sums (including but not limited to payment of claims, refund of premiums, surrender or cancellation payments); or provide any benefit under the Policy; to the extent that the provision of such cover, payment of such sum or provision of such benefit would expose the Company 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.

12. 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 the Company before cover commences. If this condition is not complied with, then this insurance is automatically null and void. The authorized agent shall remit the premium within fifteen (15) working days upon receipt of such premium from the insured and/or Insured Person. The Company reserves the right to refuse any coverage and/or reject any claim resulting from non-payment of premium to the Company.



13. CYBER LOSS ABSOLUTE EXCLUSION CLAUSE – IUA 09-081

1. Notwithstanding any provision to the contrary within this contract, this contract excludes any Cyber Loss.
2. Cyber Loss means any loss, damage, liability, expense, fines or penalties or any other amount directly or indirectly caused by:
 - 2.1. the use or operation of any Computer System or Computer Network;
 - 2.2. the reduction in or loss of ability to use or operate any Computer System, Computer Network or Data;
 - 2.3. access to, processing, transmission, storage or use of any Data;
 - 2.4. inability to access, process, transmit, store or use any Data;
 - 2.5. any threat of or any hoax relating to 2.1 to 2.4 above;
 - 2.6. any error or omission or accident in respect of any Computer System, Computer Network or Data.
3. Computer System means any computer, hardware, software, application, process, code, programme, information technology, communications system or electronic device owned or operated by the Insured or any other party. This includes any similar system and any associated input, output or data storage device or system, networking equipment or back up facility.
4. Computer Network means a group of Computer Systems and other electronic devices or network facilities connected via a form of communications technology, including the internet, intranet and virtual private networks (VPN), allowing the networked computing devices to exchange Data.
5. Data means information used, accessed, processed, transmitted or stored by a Computer System.
6. When this clause forms part of a reinsurance contract, Insured shall be amended to read Original Insure.

NOTICE

For all intents and purposes where there is a conflict or ambiguity as to the meaning in the Bahasa Malaysia provisions of any part of the Contract, it is hereby agreed that the English version of the Contract shall prevail.

This policy and its conditions should be examined and if incorrect, return at once for alteration.



IMPORTANT NOTICE

Every effort will be made by our Company to fulfill our obligation under the Policy. If you are unhappy or dissatisfied with our service or have any complaints, you may call or write to Us at:-

Tune Insurance Malaysia Berhad

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