

Tune Protect Malaysia

Tune Insurance Malaysia Berhad

Company No.: 197601004719 (30686-K)

Head Office

Level 9, Wisma Tune, No. 19, Lorong Dungun, Damansara Heights, 50490 Kuala Lumpur.

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SST Registration No.: W10-1808-31039805



STAMP DUTY PAID

TUNE PROTECT CYBER SECURE INSURANCE



For Consumer Insurance Contracts (Insurance wholly for purposes unrelated to the Insured's 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's Proposal Form (or when the Insured applies for this insurance) and any other disclosures made by the Insured between the time of submission of the Insured's Proposal Form (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 shall form part of this contract of insurance between the Insured and Tune Insurance Malaysia Berhad (hereinafter called "the Company"). However, In the event of any pre- contractual misrepresentation made in relation to the Insured's answers or in any disclosures given by the Insured, 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.

SECTION 1: INSURING AGREEMENT

In consideration of the premium paid, **We** agree to provide the insurance described under Section 1 (Insuring Agreements) subject to the terms, conditions, exclusions and limitations of this **Policy**.

1.1 **Electronic Fund Transfer Fraud**

We shall reimburse **You** for **Your financial loss** arising directly from a **Cyber Event**, which **You first discovered** during the **Policy Period**.

1.2 **Online Retail Fraud**

We shall reimburse **You** for **Your Financial Loss** arising directly from an **Online Marketplace Fraud** and, consequently, **Non-Delivery**, which **You first discovered** during the **Policy Period**.

1.3 **Identity Theft**

We shall reimburse **You** for **Identify Theft Expenses** arising directly from an **Identity Theft**, which **You first discovered** during the **Policy Period**.

Provided, with respect to each of the above Insuring Agreements, as a condition precedent to coverage under this **Policy**, **You** shall give **Us** notice of the claim as set forth in General Conditions 4.1 (Claims Notification).

If **You** do not pay the premium within the as advised to **You** by the insurance intermediary who sold **You** this **Policy**, it may render **Your** cover invalid.

Our maximum liability for each and every **Loss** and all **Loss** in the aggregate under this **Policy** shall not exceed the Sum Insured stated in the Schedule

SECTION 2: GENERAL DEFINITIONS

The following terms wherever they appear in this **Policy** in bold, shall have the meanings specified below:

2.1 **Children** means any of **your** children who

- i. Permanently reside with **you**;
- ii. Are under 18 years old and;
- iii. Are unmarried.

2.2 **Cyber Event** means:

- (a) the fraudulent electronic transfer of funds or property from **Your** personal account with a financial institution by:
 - (i) a **Third Party**; or
 - (ii) the financial institution acting in good faith upon a fraudulent incoming **Electronic Communication** purporting to have been sent but which was not sent by **You**;
- (b) **You** acting in good faith upon any fraudulent incoming **Electronic Communication** request and transferring funds or property from **Your** personal account with a financial institution, to the account of a **Third Party**;
- (c) fraudulent unauthorized use of or electronic transfer of funds stored in **Your** personal **Digital Wallet** held with an **Online Merchant**; or
- (d) the fraudulent unauthorized online purchases by a **Third Party** that are charged to **Your Plastic Card**.

- 2.3 **Digital Assets** means software, programs, **Your** personal **Electronic Data**, digital photos, digital music and digital video stored on **Your Computer Systems**.
- 2.4 **Digital Wallet** is an e-wallet associated with a user's account with an **Online Merchant** and is intended for effecting payment for the purchase of goods and services through the **Online Merchant's** website.
- 2.5 **Electronic Communication** means:
- 2.5.1 electronic mails;
- 2.5.2 instructions given via the online banking or trading platform of a financial institution; or
- 2.5.3 instructions given via the mobile application software (App) of a financial institution.
- 2.6 **Electronic Data** means information stored or transmitted in a digital format.
- 2.7 **Financial Loss** means:
- (a) loss of funds from **Your** personal account with a financial institution or from **Your Digital Wallet** with an **Online Merchant**;
- (b) any associated fees, penalties or interest incurred by **You** which have been levied by the financial institution or **Online Merchant**;
- (c) **Plastic Card** charges that **You** have incurred, including any penalties or interest which have been levied by the financial institution
- Financial Loss** does not include any taxes, the loss of tax benefits, or fines and penalties imposed by law.
- 2.8 **First discovered** means **your** earliest possible discovery of **identity theft, online marketplace fraud, or cyber event** during the policy period subject to 60 days from the date of occurrence.
- 2.9 **Identity Theft** means the unauthorized and/or illegal use of **Your Personal Information** by a **Third Party** without **Your** consent for the purpose of obtaining goods, money or services.
- 2.10 **Identity Theft Expenses** means:
- (a) Reasonable and necessary expenses (including legal costs) incurred by **You**, with **Our** prior written consent:
- (i) To correct or reinstate official public records after an **Identity Theft** has occurred;
- (ii) For challenging the accuracy or completeness of a consumer credit report;
- (iii) For the preparation and attendance at any audit or hearing conducted by a governmental agency;
- (iv) For the dismissal or withdrawal of civil or criminal proceedings on the basis that the alleged liability rests with the perpetrator of the **Identity Theft** and not **You**; or
- (v) For the removal of criminal or civil judgements wrongly entered against **You**.
- (b) Actual loss of income that would have been earned, whether for partial or whole day's work, for time reasonable and necessarily taken off **Your** work and away from **Your** work premises, solely to attend to the matters referred to 2.8 above.
- 2.11 **Immediate Family** means the **insured's children**, spouse and/or **partner** and or parents who permanently reside with the **insured** at the address registered with **us** as the **insured's** permanent address.
- 2.12 **Incident Responder** means Tune and/or other service providers nominated by them. Contact with an Incident Responder does not on its own constitute notice of claim under this **Policy**.
- 2.13 **Insured** means the person named in the Schedule as Insured.

- 2.14 **Online Merchant** means a **Third Party** retail business registered with a valid business license according to the jurisdiction of the country which it is situated in and which accepts payment for goods and services through a secured online payment gateway.
- 2.15 **Loss** means:
- 2.15.1 **Financial loss** for the purpose of Insuring Agreement 1.1 and 1.2; or
- 2.15.2 **Identity Theft Expenses** for the purpose of Insuring Agreement 1.3.
- Loss** does not include any taxes, the loss of tax benefits, or fines and penalties imposed by law.
- 2.16 **Malware** means any malicious software code designed to infiltrate, disrupt, corrupt or damage a computer system or circumvent any network security product or service, including but not limited to viruses, worms, trojans, horses, ransomware, adware, spyware and **cryptojacking** scripts.
- 2.17 **Non-delivery** means failure of complete delivery of a **product You** purchased from an **Online Merchant** within 30 days of the scheduled delivery, unless so otherwise stated by the seller and the seller has failed to refund **You** within 60 days of the initial scheduled delivery date.
- 2.18 **Online Marketplace Fraud** means a transaction occurring on an online marketplace where **You** have been dishonestly induced into a transaction resulting in goods paid for by **You** never being dispatched by the seller; or payment not being made by the buyer for goods already dispatched by **You**.
- 2.19 **Partner** means **your** de-facto partner who has been living permanently with **you** for three (3) months or more at the time of the covered event
- 2.20 **Personal Information** means information or data relating to **Your** personal identity, which publicly documents, authenticates or proves **Your** genuine identity or good standing.
- 2.21 **Plastic Card** means any credit, debit, charge or store card that is registered to **Your** name.
- 2.22 **Policy** means this insurance document and the Schedule, including any endorsements.
- 2.23 **Policyholder** refers to the named owner of this **Policy** as shown in the Schedule.
- 2.24 **Policy Period** means the period set forth in the Schedule.
- 2.25 **Product** means brand new retail items of personal use that **you** purchased
- 2.26 **Theft** means the illegal act of someone taking the **product** that **You** purchased, without **Your** consent, with intent to deprive **You** of its value.
- 2.27 **Third party** means any natural person or entity other than **you, your immediate family, or your** relative acting on their own accord, without **your** knowledge, consent, assistance or participation
- 2.28 **Time Element Loss** means business interruption, contingent business interruption or any other consequential losses
- 2.29 **Your Computer System** means:
- 2.29.1 any home computer network, router, hardware, **Digital Assets** therein and all associated input and output devise, which is owned by **You** and used mainly by **You** for personal purposes, and which is located at **Your** home; or
- 2.29.2 mobile phones, laptops, notebook or tablets, which are owned by **You** and used mainly by **You** for personal purposes.
- 2.30 **You / Your** means the **Policyholder**.
- 2.31 **We / Us / Our / Insurer** means Tune Insurance Malaysia Berhad.

SECTION 3: EXCLUSIONS

This **Policy** does not cover:

3.1 **Abnormal Conditions/ State of Emergency / Mass Cyber-Attack**

Any **Loss** based upon, arising from or as consequence of any abnormal conditions or state of emergency as declared by the local authorities (whether physical or otherwise) or mass cyber-attack except to the extent that **You** shall prove that such **Loss** happened independently of such abnormal conditions or state of emergency as declared by the local authorities or mass cyber-attack.

3.2 **Bodily Injury**

Any **Loss** based upon, arising from or as a consequence of physical injury, sickness, disease, disability, shock, mental anguish, or mental injury, including required care, loss of services or death at any time resulting therefrom.

3.3 **Business Activities**

Any **Loss** based upon, arising from or as a consequence of any activities carried out by **You** for trade, business or professional purposes, including any **Loss** connected to an account with a financial institution that is used for trade, business or professional purposes.

3.4 **Confidence Scams**

Any **Loss** based upon, arising from or as consequence of a confidence trick involving feigned intentions towards **You**, such as romantic intentions, investments, contracts, loans and the like, gaining **Your** confidence or affections, and then using that goodwill to commit fraud.

3.5 **Currency**

Any **Loss** involving unregulated digital currency of any kind, unregulated virtual currency of any kind or unregulated cryptocurrency of any kind.

3.6 **Corporate Cyber Liability Exclusion**

Any **losses** related to corporate cyber liability or arising from a commercial cyber-attack and any **losses** where a legal corporate entity of any sort is the subject of a cyber-attack. Legal corporate entities here are in reference to but not limited to NGOs or any registered or unregistered business entity.

3.7 **Dishonest Acts**

Any **Loss** based upon, arising from or as a consequence of any dishonest, criminal, malicious or fraudulent acts if **You** willingly participated in or directed such acts.

3.8 **Indirect or Consequential Loss**

Any indirect or consequential **Loss** of any nature, except as expressly provided for in this **Policy**.

3.9 **Infectious / Communicable Disease Exclusion**

Notwithstanding any provision of this Agreement including any exclusion, extension or other provision included herein which would otherwise override a general exclusion, all losses, damage, resultant **time element losses**, and costs in connection with or arising directly or indirectly from infectious and/or communicable diseases is excluded.

3.10 **Infrastructure Failure**

Any **Loss** based upon, arising from or as consequence of any outage in or disruption of electrical power or telecommunications services operated by a **Third Party** service provider.

3.11 **Lost or Stolen Plastic Cards**

Any **Loss** based upon, arising from or as consequence of lost or stolen **Plastic Cards**.

3.12 **Nuclear Risks**

- a) **Loss** or destruction of or damage to any property whatsoever or any loss expense whatsoever resulting or arising therefrom or any consequential loss; or
- b) legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:
 - i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or
 - ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

3.13 **Prior Matters**

Any **Loss** based upon, arising from or as a consequence of any fact, circumstance, act, threat or event which **You** were aware of prior to the inception date of this **Policy**.

3.14 **Property Damage**

Any physical loss or damage to tangible property.

3.15 **Terrorism**

any **Loss** based upon, arising from or as a consequence of:

- a) any act of terrorism, notwithstanding any provision to the contrary within this **Policy** or any endorsement thereto; or
- b) any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

3.16 **Voluntary Disclosure**

Any **Loss** based upon, arising from or as a consequence of voluntary disclosure by **You** of any code or other security information to someone who subsequently commits or colludes with **You** in an **Identity Theft, Online Marketplace Fraud, Cyber Event, and Non-Delivery**.

3.17 **War, Invasion and Civil Commotion**

Any **Loss** based upon, arising out of or a consequence of:

- (a) war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war; or
- (b) civil commotion assuming the proportions of or amounting to a popular uprising, military rising, mutiny, insurrection, rebellion, revolution, military or usurped power, martial law or state of siege or any of the events or causes which determine the proclamation or maintenance of martial law or state or any act of any person acting on behalf of or in connection with any organization with activities directed towards the overthrow by force of the government de jure or de facto or to the influencing of it by terrorism or violence.

- 3.18 **Wear and Tear**
Any **Loss** based upon, arising from or as a consequence of any ordinary wear and tear, drop in performance, progressive or gradual deterioration.
- 3.19 **Police Report**
Any **Loss** based upon, arising out of or a consequence of non-reporting of the **Identity Theft, Online Marketplace Fraud, or Cyber Event** to the police and/or **You** do not have a police reference number.

SECTION 4: GENERAL CONDITIONS

- 4.1 **Claims Notification**
- (a) As soon as **You** become aware during the **Policy Period** of any fact or circumstances that is reasonably likely to result in a **Loss** covered under this **Policy**, **You** must notify **Us** as soon as possible, but, in any event, **You** may liaise with **Our Incident Responder** within 72 hours after it was **first discovered**.
 - (b) **You** shall provide **Us** with all information, assistance and cooperation which **We** reasonably request and shall:
 - (i) take all reasonable steps to mitigate or avoid a **Loss** under this **Policy**;
 - (ii) provide full co-operation and compliance with the **Incident Responder's** process in order to mitigate any **Loss** under this policy.
 - (iii) Co-operate with the **Incident Responder's** attempts and assistance to recover **Loss** relating to a claim under Insuring Agreement from a financial institution or **Online Merchant** (as applicable) that may be responsible for all or part of the **Loss**; and
 - (iv) do nothing that may prejudice **Our** potential or actual rights of recovery with respect to a **Loss**.
 - (c) With respect to Insuring Agreement 1.1 and 1.2, **You** must report to the police as well as the issuers of **Your Plastic Card** (where applicable) and/or the financial institution where **Your** personal account is held (where applicable) or the **Online Merchant** holding **Your Digital Wallet** (where applicable) as soon as practicable but no later than twenty four (24) hours after **Your** discovery of an **Online Marketplace Fraud** or **Cyber Event**.
 - (d) With respect to Insuring Agreement 1.3, **You** must report to the police as well as the issuers of the **Plastic Card** (where applicable) as soon as practicable, but no later than twenty four (24) hours after **Your** discovery of the **Identity Theft**.
- 4.2 **Duty of Care**
- You** must:
- (a) make sure that **Your Computer System** is used and maintained as recommended by the manufacturer or supplier;
 - (b) take reasonable measures to safeguard **Your Computer System**, including the installation of anti-malware software. It is recommended that **You** update **Your** anti-malware software regularly in accordance with the manufacturer's recommendation and regularly back-up **Your Digital Assets**;
 - (c) take reasonable measures when disposing of and destroying **Your Computer System** to protect **Your Digital Assets**;
 - (d) take reasonable measures to safeguard **Your Personal Information, Plastic Cards** and details of **Your** accounts with financial institutions;

- (e) take reasonable measures to authenticate and verify the identity of the sender of an **Electronic Communication to You**, requesting the transfer of funds including the sender's entitlement to request and receive such funds, prior to such funds being transferred from **Your** personal account with a financial institution to an account of a **Third Party**.
- (f) take all necessary reasonable action against the seller to send replacement **product** or refund the purchase amount to **You**; and
- (g) have informed the seller in writing of the **Non-Delivery** of the **product** and demanded replacement **product** or a full refund; and the **product** have not been delivered. In the event that a claim for **Non-Delivery** is paid to **You**, and the original **product** eventually arrived, **You** should pay back any indemnity received to **Us**.

4.3 **Renewal**

This **Policy** may be renewed, subject to **Our** acceptance, with payment of the premium in advance at **Our** premium rate in force at time of renewal.

4.4 **Cancellation**

- a) By **You**, no refund for any cancellation of this **Policy**.
- b) By **Us, We** may cancel the **Policy** at any time by giving the **Policyholder** at least seven (7) days prior notice in writing to the **Policyholder** address on file, and in accordance with the law, including where the **Policyholder** has:
 - i. made a misrepresentation to **Us** before the **Policy** was entered into;
 - ii. failed to comply with **Policyholder's** duty of disclosure;
 - iii. failed to comply with a provision of **Policyholder's** policy including failure to pay the premium;
 - iv. made a fraudulent **claim** under the **Policy** or any other policy during the time the **Policy** has been in effect;
 - v. failed to notify **Us** of a specific act or omission as required under the **Policy**; or
 - vi. failed to tell **Us** about any changes in the circumstances of the risk during the **Policy Period**.

In the event of cancellation under b. i, ii, iv to vi, **We** will return promptly any premium actually paid by the **Policyholder**.

4.5 **Fraud**

If **You** make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this **Policy** shall become void from the beginning and all claims hereunder shall be forfeited.

4.6 **Geographical Coverage**

Worldwide

4.7 **Interpretation**

The construction, interpretation and meaning of the terms, conditions, exclusions and limitations of this **Policy** shall be determined in accordance with the laws of Malaysia and in accordance with the English text as it appears in this **Policy**.

4.8 **Notice of Trust or Assignment**

We shall not accept or be affected by notice of any trust or assignment or the like which relates to this **Policy**.

- 4.9 **Other Insurance**
This **Policy** shall apply in excess of any other valid and collectible insurance policy available to the **Insured**, including any retention or deductible portion thereof, unless such other insurance is written only as specific excess insurance over the Sum Insured under this **Policy**.
- 4.10 **Sanctions**
We shall not be deemed to provide cover nor shall **We** be liable to pay any claim or provide any benefit under this **Policy** to the extent that the provision of such cover, payment of such claim would expose **Us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of European Union, United States of America, United Kingdom and/or any other applicable national economic or trade sanction law or regulations.
- 4.11 **Subrogation**
In the event of any payment to **You** under this **Policy**, **We** shall be subrogated to the extent of such payment to all **Your** rights of recovery, and **You** shall execute all papers required and shall do everything necessary to secure and preserve such rights.
- 4.12 **Arbitration**
In case dispute arises in connection with this **Policy**, the parties directly involved in the dispute, **We** and other interested parties **We** may request for arbitration to the Asian International Arbitration Centre
- 4.13 **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 **Us** 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.
- 4.14 **Service Tax Clause**
Please be informed that 6% Service Tax will be charged for all taxable general insurance policies.
- 4.15 **Governing Law**
This **Policy** will be governed by and interpreted in accordance with the laws of Malaysia.

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.

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).

Your complaint shall be submitted to either OFS or BNM based on the following conditions.

- a) Complaint refers to BNM is limited to RM100,000.00 involving claims only; and
- b) Complaint refers to BNM shall not exceed RM500,000.00 involving claims, except if the complaint relates to the quality of service and unfair claim handling.

Our Customer Complaint Unit will guide you on the proper avenue for dealing with your complaint by providing you with a Complaint Form to be completed and submitted to the relevant authority.

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