

Tune Protect Malaysia

Tune Insurance Malaysia Berhad

Company No.: 197601004719 (30686-K)

Head Office

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

T 1800 88 5753 **F** 603-2094 1366 **W** tuneprotect.com

SST Registration No.: W10-1808-31039805



STAMP DUTY PAID

PERSONAL CYBER (THEFT OF FUNDS) 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.

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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.

Theft of Funds

We will indemnify **you** for any direct and pure financial loss that **you** sustain and are not compensated for by the issuing bank, financial institution or mobile wallet company:

- i. as a result of a **theft of funds** due to unauthorized access to **your** bank account, credit or debit card or **mobile wallet(s)** perpetrated by a **third party** wholly or partially through **your personal device** or **smart home device** or otherwise by digital or electronic means, and/or
- ii. as a consequence of **you** being a victim of **phishing** or **email spoofing**,

provided that:

- i. **you** report to the issuing bank, financial institution or mobile wallet company within [7 days] of discovery of the **theft of funds** and **you** lodge a police report detailing the **theft of funds** within [7 days] of discovery by **you**, and
- ii. **you** provide evidence that the issuing bank, financial institution or the mobile wallet company will not reimburse **you** for the full amount of the **theft of funds**, **you** having used best efforts to obtain reimbursement from same.

SECTION 2: GENERAL DEFINITIONS

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

1. **Aggregate limit of liability** – the amount stated in the **schedule** being the maximum amount payable by **us** under this **policy** for the total of all loss whether in respect of first party cover or payment of any expenses including any payment made by.
2. **Cyber incident** – any **malicious act** or **malware** occurring on **your personal devices** or **your smart home devices**.
3. **Cyber operation** - the use of a computer system by, at the direction of, or under the control of a sovereign state to (i) disrupt, deny access to or, degrade functionality of a computer system, and/or (ii) copy, remove, manipulate den access to or, destroy information in a computer system.
4. **Data** – any digital information, irrespective of the manner in which it is used, stored or displayed (such as text, figures, images, video, recordings or **software**).
5. **Deductible** – with respect to any one **insured event**, the amount stated in the **schedule** which **you** must pay in case of any claim under this **policy**.

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6. **Email spoofing** – any forgery or wrongful manipulation of an email so that the receiver is misled to believe that the email is real and therefore trusts its faked origin.
7. **Hardware** – the physical components of any **personal devices** used to store, record, transmit, process, read, amend or control **data**.
8. **Insured** – (i) the natural person listed as **named insured** as set forth in the **schedule**.
9. **Insured event** – any **theft of funds, cyber incident** affecting **your personal devices**, financial loss due to online fraud or **cyber incident** affecting **your smart home devices**.
10. **Limits of liability** – as stated in the **schedule**, including any sub-limit and aggregate limit of liability.
11. **Malicious act** – any unauthorised or illegal act of a **third party** intending to cause harm to or to gain access to, or disclose **data** from **personal devices** or **smart home devices** through the use of any **personal device, smart home device, computer system** or computer network including the internet.
12. **Malware** – any unauthorised or illegal **software** or code (such as viruses, spyware, computer worms, trojan horses, rootkits, ransomware, keyloggers, dialers and rogue security **software**) designed to cause harm to or to gain access to or disrupt **personal devices** or **smart home devices** or computer networks.
13. **Mobile wallet** – any online account in which **you** deposit or earn money which is denominated in a specific currency that can be spent in an (online) store.
14. **Personal data** – any information relating either directly or indirectly to a natural person who is either identified or identifiable (e.g. by reference to identifiers such as a name, an identification number, location data, an online identifier or one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person) as defined in and protected by applicable data protection laws.
15. **Personal devices** – any devices (computers, laptops, tablets, mobile phones, etc.) which are privately owned or leased by **you**, used for the purpose of creating, accessing, processing, protecting, monitoring, storing, retrieving, displaying or transmitting **data**. **Personal devices** does not include any **smart home devices** or computer systems used in vehicles.
16. **Phishing** – the attempt to obtain sensitive information such as usernames, passwords and credit card details, often for malicious reasons, by masquerading as a trustworthy entity in an electronic communication in text or machine-readable optical form (e.g. QR code).
17. **Policy** – the **schedule** and **policy**.
18. **Policy period** – the duration of this **policy** as stated in the **schedule**.
19. **Premium** – the amount payable by **you** as stated in the **schedule**.
20. **Smart home devices** – any devices or IoT components deployed by **you** in **your** household in order to operate or control smart home enabled devices such as cameras, air conditioning, lighting, alarm systems or fire protection systems.
21. **Software** – any digital standard, customised or individually developed program or application held or run by a **personal device** that comprises a set of instructions that are capable, when

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incorporated into a machine readable medium, of causing a machine with information processing capabilities to indicate, perform or achieve a particular function, task or result.

22. **Theft of funds** – any unauthorized electronic transfer of money, assets or any other funds.
23. **Third party** – any person or legal entity other than the **insured** as stated in the **schedule**.
24. **War** – armed conflict involving physical force (i) by a sovereign state against another sovereign state, or (ii) as part of a civil war, rebellion, revolution, insurrection, military action or usurpation of power.
25. **We, us and our** – the **insurer** or their agent as stated in the **schedule**.
26. **You and your** – the **insured**.
27. **Your personal devices** – any **personal devices** owned, leased or licensed, and directly controlled by **you**.

SECTION 3: EXCLUSIONS

We will not cover any claim by **you** under this **policy** arising directly or indirectly from the following:

1. **insured events** or circumstances that could reasonably lead to an **insured event** which are known by **you** prior to the inception of this **policy**.
2. any action or omission of **you** or any misbehaviour of **you** which is intentional, malicious, dishonest, deliberate or reckless.
3. any action or omission in **your** capacity as an employee, self-employed person or in any professional or business capacity.
4. **war** or **cyber operation** (whether **war** be declared or not).
5. failure, interruption, degradation or outage of infrastructure (e.g. any communication equipment, air conditioning, power supply installations, standalone generators, frequency inverter units, transformers and any other facilities that are used to maintain the functioning of electronic facilities that support computer systems and **data**) or related services of the following third party providers that are not under your control: telecommunication (including the internet), internet service (including internet service providers responsible for the provision of services, hardware and technical equipment for accessing and use/operation of the internet; domain name system service providers; other internet and external network service providers responsible for internet exchanges; network providers; and cable network, satellite and radio communication network operators), satellite, cable, electricity, gas or water providers.

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6. loss of or damage to tangible property and any consequential losses resulting therefrom, including the loss of use of tangible property.
7. investment or trading losses including without limitation any inability to sell, transfer or otherwise dispose of securities.
8. bodily injury, psychological harm, trauma, illness or death.
9. misappropriation, theft, infringement or disclosure of any intellectual property (such as patents, trademarks, copyrights).
10. any costs of betterment of **your personal device** or **your smart home devices**, unless unavoidable.
11. any loss of or damage to cryptocurrencies (e.g. Bitcoin, Ethereum, Ripple, IOTA).
12. gambling.

SECTION 4: OPERATION OF COVER

1. To avail of coverage, **you** must:
 - a. first discover the **insured event** within the **policy period**; and
 - b. report as soon as is reasonably practicable to **us** either during the **policy period** or within 72 hours of its expiry or termination, as appropriate.
2. Any **insured events**:
 - a. arising from the same original cause; and
 - b. first discovered and reported to **us** in accordance with paragraph 1 above, will be deemed to be one **insured event**, such **insured event** will be deemed to be first discovered or to have first occurred upon first discovery or occurrence of the first **insured event** of the series, and a single **deductible** and single **limit of liability** will apply in respect of the series.
3. **Assistance and Cooperation.** **You** shall:
 - a. take all reasonable and necessary measures to minimise the duration and effect of any **insured event**,
 - b. cooperate with **us** (including by preserving any **hardware, software** and **data**),
 - c. provide all documents and information and render all assistance as reasonably requested by **us**, and

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- d. assist in the conduct of lawsuits, in making settlements, and in enforcing any right of contribution or indemnity against any person or organization that may be liable to **you** because of acts, errors or omissions covered under this **policy**.

SECTION 5: GENERAL CONDITIONS

1. **Our liability.** **We** will not be liable for the **deductible** applicable to each and every **insured event**. **Our** liability will be in excess of any **deductible** and subject to the **limit of liability** for each and every **insured event** as well as the **aggregate limit of liability** as stated in the **schedule**.
2. **Representation and Warranty.** In issuing this **policy we** have relied upon **your** statements, representations and information as being true and accurate. If your statements, representations or information contain misrepresentations which were made deliberately, recklessly or with the actual intent to deceive and which materially affect **our** acceptance of the risk or the hazard assumed, **we** shall not be liable for a loss or claim based upon, arising from, or in consequence of, any such misrepresentation. **We** are not obliged to return any of the premiums paid in such circumstances.
3. **Preconditions.** **We** are only obliged to indemnify **you** in accordance with this **policy** if **you**:
 - a. make sure **your personal devices** and **smart home devices** are used and maintained as recommended by the manufacturer or supplier, and
 - b. prevent and mitigate loss or damages covered under this **policy** by:
 - i. providing, maintaining and updating the operational system of **your personal devices and smart home devices** within 14 days after an official security patch has been issued for installation,
 - ii. deployment of appropriate system, device and data security measures (e.g. anti-malware solutions),
 - iii. usage/change of appropriate passwords, and

However, **we** shall not refuse payment to **you** if **you** prove that **your** non-compliance with the above preconditions was neither intentional nor grossly negligent. Equally **we** shall not refuse the payment to **you** if **you** prove the **insured event** was not caused or aggravated by the non-compliance with the above preconditions.

4. **Subrogation.** If any payment is made under this **policy**, **we** will be subrogated (i.e. entitled to seek recovery of costs from any **third party**) to the extent of such payment up to all **your** rights

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of recovery from any **third party**. **You** must do all that is necessary to assist **us** in exercising and must not prejudice such rights. Any monies recovered will be applied firstly to any costs and expenses made to obtain the recovery, secondly to any payments made by **us** and thirdly to any other payments made by **you**.

5. **Other Insurance.** If **you** can benefit from other insurance for the same **insured event**, this **policy** will apply in excess over this other policy except insurance written specifically to cover as excess over the applicable **limit of liability** in this **policy**.
6. **Termination.** If the **named insured** and **we** agree to terminate this **policy**, **we** will repay a proportion of the **premium** for the remaining **policy period**, unless **you** have reported a claim in which event no **premium** will be repaid.
7. **Premium payment.** The **named insured** must pay the **premium** to **us** within **30 days** of commencement of the **policy period**. Otherwise **we** may cancel this **policy** by giving the **named insured** 14 days' written notice. If the **policy** is cancelled by **us** pursuant to this clause, the **named insured** must pay a proportion of the **premium** for the period from the start of the **policy period** until expiry of the notice period, unless **you** have reported any claim before the expiry of the notice period in which case the full **premium** shall be due and payable.
8. **Notices.** Notices must be in writing and sent by e-mail, registered post or hand to the addresses stated in the **schedule** or any other agreed addresses. **You** may give notice by telephone but must send a written notice as soon as practicable afterwards.
9. **Assignment.** **You** may not assign any legal rights or interests in this **policy** without **our** prior written consent.
10. **Variations.** Variations to this **policy** must be agreed by the **named insured** and **us** in writing.
11. **Laws or regulations.** If any provision of this **policy** conflicts with the laws or regulations of any jurisdiction in which this **policy** applies, this **policy** must be amended by the **named insured** and **us** to comply with such laws or regulations.
12. **Severability.** Any unenforceable provision of this **policy** will not affect any other provisions and, if practicable, will be replaced with an enforceable provision with the same or similar intent as that unenforceable provision.
13. **Third party rights.** A **third party** who is not a party to this **policy** shall have no right to enforce any part of this **policy**.
14. **Law and jurisdiction.** This **policy** will be governed by the laws as stated in the **schedule**. The courts as stated in the **schedule** will have exclusive jurisdiction for any dispute.
15. **Definitions.** A definition in this **policy** in the singular shall include the plural and vice versa.

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IMPORTANT NOTICE

Every effort will be made by **Our Company** to fulfil **Our** obligation under the Policy. If **You** are unhappy or dissatisfied with **Our** service or have any complaints, **You** may call or write to **us** at:-

Tune Insurance Malaysia Berhad

Complaints Unit

Level 9, Wisma Tune,

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).

Your complaint shall be submitted to either FMOS 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 FMOS and BNM:

Financial Markets Ombudsman Services (FMOS)

Level 14, Main Block,

Menara Takaful Malaysia,

No. 4, Jalan Sultan Sulaiman,

50000 Kuala Lumpur

Tel: 03-2272 2811

Website: www.fmos.org.my

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OR

Laman Informasi Nasihat dan Khidmat (LINK)

Pengarah

Jabatan LINK & Pejabat Wilayah

Bank Negara Malaysia

P.O.Box 10922

50929 Kuala Lumpur

Tel: 1-300-88-5465

Fax: 03-21741515

Email: bnmtelelink@bnm.gov.my

The benefit(s) payable under eligible policy is(are) protected by PIDM up to limits. Please refer to PIDM's TIPS Brochure or contact Tune Insurance Malaysia Berhad or PIDM (visit www.pidm.gov.my)

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