

**Tune Insurance Malaysia Berhad (30686-K)**

Head Office  
Level 9, Wisma Tune, No. 19, Lorong Dungun, Damansara Heights, 50490 Kuala Lumpur.  
Tel: 603-2087 9000 Fax: 603-2094 1366  
Website: www.tuneinsurance.com  
GST Registration No.: 001907982336



Insurance Made Easy

**STAMP DUTY PAID**

## PUBLIC LIABILITY INSURANCE POLICY

**WHEREAS** the Insured named and described in the Schedule to this Policy has by a signed proposal and declaration which shall be the basis of this Contract and is deemed to be incorporated herein has applied to Tune Insurance Malaysia Berhad (hereinafter called "the Company") for the Indemnity hereinafter contained

**NOW THIS POLICY WITNESSETH THAT** in consideration for the payment to the Company of the Premium written in the Schedule the Company will subject to the terms exceptions provisos and conditions herein or endorsed hereon indemnify the Insured against :-

- A. All sums which the Insured shall become legally liable to pay for compensation in respect of
- i) bodily injury to any person
  - ii) damage to property
- arising from accident caused by the Insured or any person in the Insured's employ whilst actually engaged in the Insured's business specified in the Schedule under the heading of THE BUSINESS.
- B. In respect of a claim against the Insured for compensation to which the Indemnity expressed herein applies all costs and expenses of litigations:-
- i) recovered by any claimant against the Insured
  - ii) incurred with the written consent of the Company.

### PROVIDED ALWAYS THAT

1. the Company shall only be liable for any accident occurring during the Period of Insurance specified in the Schedule.
2. the Company shall not be liable for any accident occurring outside the Premises specified in the Schedule under the heading of THE PREMISES
3. the liability of the Company for all sums payable to
  - (a) any claimant or any number of claimants in respect of or arising out of any occurrence, or in respect of or arising out of all occurrences of a series consequent on or attributable to one source or original cause shall not exceed the Limit of Indemnity specified in the Schedule for Any One Accident, and
  - (b) in respect of all bodily injury or damage to property sustained as a result of all accidents occurring during anyone Period of Insurance shall not exceed the Limit of Indemnity specified in the Schedule for anyone Period of Insurance.

### IN THIS INSURANCE

- A. the expression "vehicle" shall include any type of machine on wheels or on caterpillar tracks
- B. the expression "vessel or craft" shall mean any vessel craft or thing made or intended to float on or in or travel on or through water or air
- C. the expression "bodily injury" includes death illness and disease (d) the expression "damage" includes loss
- D. the expression "property" shall mean material property only.

### IMPORTANT

The Insured should carefully read this Policy, and if any error or misdescription be found herein. or if the cover is not in accordance with the wishes of the Insured, advice should at once be given to the Company.

### EXCEPTIONS

The Company shall not be liable for any liability:

1. assumed by the Insured by agreement unless such liability would have attached notwithstanding such agreement
2. in respect of bodily injury to any person under a contract of service or apprenticeship with the Insured where such Bodily Injury arises out of and in the course of the service or apprenticeship of such person by the Insured or to any member of the Insured's family ordinarily residing with the Insured.

3. in respect of damage to property :
  - a. belonging to or in the charge or custody or under the control of the Insured or of any member of the Insured's family ordinarily residing with the Insured or of any person in the service or apprenticeship of the Insured.
  - b. being that part of any property goods land building or structure on which the Insured or any person in the service or apprenticeship of the Insured is or has been working
4. in respect of:
  - a. damage to property caused by or through or in connection with or arising from the bursting of:
    1. any steam boiler or any economiser
    2. any vessel machine or apparatus intended to operate under steam pressure
  - b. bodily injury to any person or damage to any property or land or building or structure caused by vibration or by the removal or weakening of or interference with support
5. in respect of bodily injury or damage to property caused by or through or in connection with or arising from:
  - a. the ownership or possession or use by or on behalf of the Insured of any vehicle or vessel or craft or any lift or elevator or escalator or crane or hoist or other lifting machinery not specified in the Schedule under the heading of THE PLANT
  - b. the ownership or possession or use by or on behalf of the Insured of any vehicle or vessel or craft specified in the Schedule under the heading of THE PLANT insofar as such liability is covered by any other insurance
  - c. the loading and unloading of any such vehicle or vessel or craft aforesaid
  - d. the delivery or collection of goods in connection with any such vehicle or vessel or craft aforesaid
  - e. the ownership or tenure by the Insured of any land or building not specified in the Schedule under the heading of THE PREMISES
6. in respect of bodily injury or damage to property caused by or through or in connection with or arising from
  - a. work on or to any vessel or craft
  - b. defective sanitary installation or arrangements or poisoning of any kind
  - c. food or drink or foreign or deleterious matter in food or drink sold or supplied or provided or afforded or distributed by or on behalf of the Insured
  - d. any commodity or goods or products or thing or any container thereof sold or supplied or distributed or serviced or repaired or renovated or altered or treated or processed or constructed or manufactured or installed or let on hire or handled by or on behalf of the Insured
  - e. any remedial professional or other advice or treatment given or administered or omitted or prepared by the Insured or any person acting on behalf of the Insured
  - f. any error omission or negligence in any plan design drawing specification formula or advice or faulty material
7. in respect of bodily injury or damage to property occasioned by or through or in consequence directly or indirectly of
  - a. fire or explosion
  - b. pollution of any kind
  - c. flood typhoon hurricane tornado cyclone earthquake volcanic eruption or other atmospheric disturbance or convulsion of nature
8. for any consequence of war invasion act of foreign enemy hostilities (whether war be declared or not) civil war military or popular rising rebellion mutiny revolution insurrection military or usurped power strike riot civil commotion martial law or state of siege or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege and in the event of any claim hereunder the Insured shall when so required by the Company prove that the accident upon which such claim is based occurred or arose independently of and was in no way connected with or occasioned by or contributed to by or traceable to any of the aforesaid occurrences or any consequence thereof and in default of such proof the Company shall not be liable to make any payment in respect of such a claim
9. directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. Solely for the purpose of this exception combustion shall include any self-sustaining process of nuclear fission
10. directly or indirectly caused by or contributed to by or arising from any nuclear weapons material

## CONDITIONS

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 specific meaning wherever it may appear.

1. The Insured shall give notice to the Company of any:
  - a. Accident
  - b. impending prosecution
  - c. claim
  - d. proceedings

2. All notices required to be given by the Insured to the Company must be in writing addressed to the Company and no alteration in the terms of this Policy nor will any endorsement hereon be held valid unless the same is signed or initialed by an authorised representative of the Company.
3. The Insured shall not without the consent in writing of the Company repudiate liability negotiate or make any admission offer promise or payment in connection with any accident or claim and the Company shall be entitled if it so desires to take over the conduct in the name of the Insured the defence of any claim or to prosecute (at its own expense and for its own benefit) in the name of the Insured any claim for indemnity or damages or otherwise against any person and shall give all such information and assistance as the Company may require.
4. The Company may in the case of any accident pay to the Insured the limit of Indemnity for anyone accident (but deducting therefrom in such case any sum already paid as compensation in respect thereof) or any lesser sum for which the claim or claims arising from such accident can be settled and the Company shall thereafter be under no further liability in respect of such accident except for the payment of costs and expenses of litigation incurred prior to the date of payment of such Limit of Indemnity or such lesser sum.
5. If the Premium for this Policy has been calculated on any estimates furnished by the Insured the Insured shall keep an accurate record containing all particulars relative thereto and shall at all times allow the Company to inspect such records. The Insured shall within one month from the expiry of such Period of Insurance furnish to the Company such particulars and information as the Company may require and the Premium for such period shall thereupon be adjusted and the difference paid by or allowed to the Insured as the case may be subject however to any minimum Premium hereon.
6. If at the time of any claim arising under this Policy there shall be any other insurance covering the same risk or any part thereof the Company shall not be liable for more than its ratable proportion thereof.
7. If at any time or from time to time any change shall occur materially varying any of the facts existing at the date of the proposal the Insured shall within seven days given notice in writing to the Company but the Company shall not be bound to accept such change and unless such change is accepted by the Company and such additional Premium as the Company may require paid by the Insured the Company shall not be liable for any liability occurring from the time of such change.
8. The Insured shall take all reasonable precautions to prevent accident and shall use its best endeavours to see that only competent employees are employed. The Insured shall exercise reasonable care to see that all statutory obligations are observed and complied with and that all buildings works plant machinery furniture fixtures and fittings are substantial and sound and in proper order and fit for the purposes for which they are used and immediately any defect shall come to his knowledge he shall forthwith make good such defect and/or take such temporary precautions to prevent accident.
9. The Company shall at all reasonable times have free access to inspect any property and in the event of any defect or danger being apparent to the Company the Company may give notice in writing to the Insured and thereupon all liability of the Company in respect thereof or arising therefrom shall be suspended until the same be cured or removed to the satisfaction of the Company. After any occurrence which may give rise to a claim under this Policy no alteration or repair shall so far as practicable be made until the written consent of the Company has been obtained.
10. This Policy may be cancelled at any time by seven days' notice by registered letter from the Company to the Insured's last known address and in such event the Company will return a pro rata portion of the Premium (after adjustment in accordance with Condition 5 if necessary) for the unexpired part of the Period of Insurance or the Policy may be cancelled at any time by the Insured on seven days' notice and (provided no claim has arisen during the then current Period of Insurance) the Insured shall be entitled to a refund of Premium at the Company's short period rates for the time the Policy has been in force.
11. All differences arising out of this Policy shall be referred to the decision of an Arbitrator to be appointed in writing by the parties in difference or if they cannot agree upon a single Arbitrator to the decision of two Arbitrators one to be appointed in writing by each of the parties within one calendar month after having been required in writing so to do by either of the parties or in case the Arbitrators do not agree of an Umpire appointed in writing by the Arbitrators before entering upon the reference. The Umpire shall sit with the Arbitrators and preside at their meetings and the making of an Award shall be a condition precedent to any right of action against the Company. If the Company shall disclaim liability to the Insured for any claim hereunder and such claim shall not within twelve calendar months from the date of such disclaimer have been referred to arbitration under the provisions herein contained then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.
12. The due observance and fulfillment of the terms conditions and endorsements of this Policy insofar as they relate to anything to be done or complied with by the Insured and the truth of the statements and answers in the said proposal shall be conditions precedent to any liability of the Company to make any payment under this Policy.
13. **Notification on Goods and Services Tax**  
Notification is hereby given that following the implementation of the Goods and Services Act 2014 (GST), the Company reserves the right to charge and collect the 6% GST on all policies issued from 1.4.2015 onwards and the GST amount charged must be paid by the policyholder.

#### PREMIUM WARRANTY

It is a fundamental and absolute special condition of this contract of insurance that the premium due must be paid and received by Tune Insurance Malaysia Berhad within sixty (60) days from the inception date of the Policy.

If this condition is not complied with then this contract is automatically cancelled and Tune Insurance Malaysia Berhad shall be entitled to the pro rata premium for the period the company has been on risk.

Where the premium payable pursuant to this warranty is received by the company's authorised agent, the payment shall be deemed to be received by Tune Insurance Malaysia Berhad for the purposes 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.

Any premium paid to your insurance broker is not deemed to be payment to Tune Insurance Malaysia Berhad for the purpose of the premium warranty. Please note that if this insurance is transacted through your insurance broker, the broker is acting on your behalf for the purpose of formation of this contract of insurance. It is important that you ensure your insurance broker remits your premiums to Tune Insurance Malaysia Berhad in strict compliance with the provisions of the premium warranty.

Subject otherwise to the term and conditions of the Policy.

#### **CLAUSES, ENDORSEMENTS AND WARRANTIES**

(not included in the Policy unless specified in the Schedule)

#### **JURISDICTION CLAUSE**

It is hereby declared and agreed that the Company shall not be liable in respect of:

- A. Compensation for damages in respect of judgments not in the first instance delivered by or obtained from a court of competent jurisdiction within Malaysia.
- B. Costs and expenses of litigation recovered by any claimant from the Insured which are not incurred in and recoverable in 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 at:

##### **Tune Insurance Malaysia Berhad**

Level 9, Wisma Tune, No. 19, Lorong Dungun  
Damansara Heights, 50490 Kuala Lumpur  
Tel: 603-2087 9000 Fax: 603-2094 1366  
Website: [www.tuneinsurance.com/my/](http://www.tuneinsurance.com/my/)  
Email: [tunehelp@tuneinsurance.com](mailto:tunehelp@tuneinsurance.com)

If you are not satisfied with the response or the decision of our Company, you may submit your complaint either to the Financial Mediation Bureau (FMB) within 6 months from the date of our Company's final decision or to Bank Negara Malaysia (BNM).

Your complaint shall be submitted to either FMB or BNM based on the following conditions:

- (a) Complaint refers to FMB is limited to RM100,000 involving claims only; and
- (b) Complaint refers to BNM shall not exceed RM500,000 involving claims, except if the complaint relates to the quality of service and unfair claim handling.

The following are the contact details for FMB and BNM:

##### **The Financial Mediation Bureau (FMB)**

Level 14, Main Block, Menara Takaful Malaysia  
No. 4, Jalan Sultan Sulaiman, 50000 Kuala Lumpur.  
Tel: 603-2272 2811 Fax: 603-2272 1577  
Website: [www.fmb.org.my](http://www.fmb.org.my)

##### **Pengarah**

##### **Jabatan LINK & Pejabat Wilayah**

Bank Negara Malaysia,  
Peti Surat 10922, 50929 Kuala Lumpur.  
Tel: 1-300-88-5465 Fax: 603-2174 1515  
Email: [bnmtelelink@bnm.gov.my](mailto:bnmtelelink@bnm.gov.my)