



**Baggage Assurance
by Hala**

**Master Policy Number:
QIC -03-HAS-110-15-13**

Underwritten by





Baggage Assurance
by Hala



Tune Protect Baggage Assurance by Hala (“Insurance Policy”)

INTRODUCTION

This Policy Wording applies in accordance to the plan You have purchased. It contains details of the coverage, conditions, restrictions and exclusions and shall form the basis of the Policy. Please read the Policy Wording carefully to understand the coverage and applicable sections based on the plan purchased to ensure that the same suits Your requirements and needs best.

1. Your Insurance Policy

1.1. This Insurance Policy provides coverage for specified events that occur during and in connection with Your **trip**.

2. Premiums and Payments

2.1 This Policy is part of the services offered by Hala Services. This **Policy** cannot be cancelled and premiums paid are not refundable.

3. Law

3.1 This Insurance Policy will be governed by the law and regulations of the **Country of Issuance** as stated in the **Baggage Assurance Voucher**.

3.2 The Company issuing the Insurance **Policy** may vary from one country to another country. For full details of the issuing insurance Company please refer to **Your insurance Voucher**.

4. Contact Us

4.1 For **Claims** and **Enquiries**, **We** are happy to assist **You** at:

UAE	GCC / Sub Indian Continent	Europe / North Africa
Tune Protect Commercial Brokerage LLC Blue Bay Tower Level 8, No. 807, Business Bay, Dubai, UAE P.O. Box: 124177	Asia Medical Assistance Pvt Ltd C/o Private Hospital 4th Floor , DLF city II, MG Road Gurgaon Haryana India 122002	AMA Assistance GmbH Austria Austraße A-3550 Langenlois, Austria
Telephone: +97143619210	Telephone: +911244688488	Telephone: +441786310605
Email: hala@tuneprotect.com		

4.2 **You** can contact **Us** at any time for assistance. Please provide **Us** all relevant information and **our** experienced co-ordinators will assist **You** accordingly. Please make sure **You** have details of **Your Policy** before **You** contact **Us** to ensure that **We** can assist **You** effectively.



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GENERAL INFORMATION

1 Contract of Baggage Assurance

The Terms and Conditions of this Policy together with the **Baggage Assurance Voucher** form the basis of **Your** contract of insurance. It contains certain conditions and exclusions in each section and general conditions and exclusions applying to all the sections. **You** must meet these conditions or **We** may not accept **Your** claim. **The Policy, once purchased, cannot be cancelled and there shall be no refund applicable.**

2 Eligible Persons

All customers who have purchased Tune Protect Baggage Assurance offered by Hala Services.

3 Rejection of Claim

- i) If a theft resulting in claim occurs as a result of **Your** carelessness, **We** will not pay **Your** claim.
- ii) If **You** have not checked in the baggage after purchasing the **insurance**, we will not pay your claim..

4 No Liability/Restriction

We are not liable to make any payment for any liability under any Schedule of Benefits of this **Policy** or make any payment under any extension for any loss or claim arising in, or where **You** or any of **Your** beneficiary under the **Policy** is a citizen or instrumentality of the government of, any country(ies) against which any laws and/or regulations governing this **Policy** and/or **Us**, its parent **Company** or its ultimate controlling entity have established an embargo or other form of economic sanction which have the effect of prohibiting **Us** to provide insurance coverage transacting business with or otherwise offering economic benefits to **You** or any other beneficiary under the **Policy**. It is further understood and agreed that no benefits of payments will be made to any beneficiary (ies) who is or are declared unable to receive economic benefits under the laws and/or regulations governing this **Policy** and/or **Us**.

5. More information?

If **You** have any questions about this **Policy** or **You** would like more information, please email **Us** at hala@tuneprotect.com. **We** are committed to respond to **Your** enquiry as soon as possible.



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6. Data Disclosure

By executing this application or by entering into this contract of insurance, the Insured Person consents to the Company processing data relating to the Insured Person for providing insurance products and services, legal, administrative and management purposes and in particular to the processing of any sensitive personal data relating to the Insured Person.

The Insured Person consents to the Company making such information available to authorised third parties including but not limited to any group company, those who provide products or services to the Insurer or any Group Company, and regulatory authorities, within and outside the Insured Person's country of domicile.



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Tune Protect Baggage Assurance by Hala Policy Terms & Conditions

This insurance plan is offered exclusively to individuals who purchase insurance (hereinafter referred to as the “**Insured Persons, You, Your**”) from Hala Services located at Sharjah International Airport, UAE.

Schedule of Benefit

Coverage is afforded as follows:

Plan Type	Lite (AED)	Gold (AED)	Platinum (AED)
Loss or Damage of Checked-In Baggage and Personal Effects of the Insured Person.	Up to AED 300 (AED100 per item & covers for non - electronic item only)	Up to AED 500 for one (1) electronic item only (checked-in separately)	Up to AED1,000 for one (1) electronic item only (checked-in separately)



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Whereas the **Insured Person** has applied for the insurance hereinafter contained and has paid the premium as a consideration for such insurance and a copy of the **Tune Protect Baggage Assurance by Hala Voucher** has been issued, the **Insurers** agree to insure individuals who purchase the **Baggage Assurance** products (hereinafter referred to as the "**Insured Person**") from **Hala Services**, (hereinafter referred to as "**Hala**") against loss covered by this Master Policy (hereinafter referred to as the "**Policy**") as set out herein and subject always to the exclusions, provisions and terms contained in the **Policy**.

Definitions and Interpretation

Wherever the following words or phrases appear in this **Policy**, they will always have the meanings shown under them.

Area of Coverage	<p>a) Coverage is limited to that within the geographical limits of an Air Common Carrier's Countries of Destination.</p> <p>b) If You depart on any Public Transport to travel outside Air Common Carrier's Countries of Destination, insurance coverage will suspend upon Your check-in for that out-bound flight, however, coverage will resume upon Your check-out at immigration upon returning to an Air Common Carrier's Countries of Destination, provided the period is still within the Policy period stated on Your Insurance Voucher</p> <p>c) Travel Inconvenience Benefits coverage is limited only to Air</p>		
			Common Carrier's flights or, as may be arranged by an Air Common Carrier, within the Air Common Carrier's Countries of Destination .
		Baggage Assurance	An optional insurance plan offered by Hala Services to their guests covering loss of baggage and personal effects to checked-in baggage
		Countries of Destination	Means all countries of destination serviced by the Air Common Carrier.
		Country of Arrival	Refers to country where the Insured Person's Scheduled Flight is destined to depart.
		Country of Issuance	The country where Your first outbound ie. flight will begin within the geographical areas



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Hala Counter	Are counters at the Sharjah Airport, UAE where passengers can get the assistance of Hala staff to fast track the check-in process and immigration clearance as well as provide Baggage Assurance products, porter services and extensive Visa support services.
Departure Point	The airport where Your journey from Your Home country to Your destination begins and where the final part of Your journey back to Your Home country begins.
First Departure Date	Refers to the date of departure shown on Insured Scheduled Flight.
Resident	A person who has their main Home in The United Arab Emirates and has not spent more than six (6) consecutive months abroad during the year before the Policy was issued.
Scheduled Flight	Refers to commercial flights scheduled by an Air Common Carrier, it being always understood that Air Common Carrier has at all times the requisite and valid licenses or similar authorisations for scheduled air transportation and landing rights for fare paying passengers as

	issued by the relevant authorities in the country in which it operates, and that in accordance with such authorisation, maintain and publish schedules and tariffs for passenger service between named airports. Furthermore, Scheduled Flights shall comply with the ABC World Airways Guide. In addition, Departure Times, transfers and destination points shall be established by reference to the Insured Person's Scheduled Flight ticket.
Checked-In Baggage	Your checked-in baggage will be covered only when You purchase the Baggage Assurance product at Hala counter. This coverage will be valid up to 6 consecutive hours from the time of disembarkation at the airport of final destination.
Valuables	Photographic, audio, video and electrical equipment of any kind (including CDs, MDs, DVDs video and audio tapes), telescopes and binoculars, antiques, jewelry, watches, leather goods, animal skins, silks, precious stones, articles made of or containing gold, silver or platinum.
Voucher	Means a voucher which is issued by Us to You



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شركة قطر للتأمين
Qatar Insurance Company

	after premium payment has been made and received by Us.
We, Us, Our , Insurer	The Company as stated in the insurance Voucher

You, Your, Insured Person	Each person who has purchased the Baggage Assurance product and duly paid the required premium.
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SECTIONS OF INSURANCE

LOSS OF CHECKED-IN BAGGAGE AND PERSONAL EFFECTS

The **Company** will indemnify the **Insured Person** for up to the maximum limit as specified for Lost or Damage of checked-in Baggage and Personal Effects of the Insured Person as stated in the Schedule of Benefits subject to type of plan selected by **Insured Person**, per **Scheduled Flight** taken, in consequence of:-

- (a) a theft or damage due to theft or any attempted theft;
- (b) loss or damage to the Insured Person's checked-in baggage and personal effects which includes suitcases, trunks as well as their contents, caused by Air Common Carrier.

Provided that these items must travel together with the **Insured Person** during the **Scheduled Flight**.

The basis of indemnity shall be either the lesser of the cash value of the items equivalent to:-

- (i) the original cash value of the items less depreciation; or
- (ii) the cost of replacement of a similar make and model; or
- (iii) the cost of repair of the items,

as determined at the sole discretion of the **Company**.

Where any item consists of articles in a pair or set, the **Company** shall not be liable to pay more than the proportionate value of any particular part or parts which may be lost, without reference to any special value which such article may have a part of such pair or set. The **Company** may at its option elect to either

repair or replace any part, to restore the pair or set to its value before the loss or pay the difference between the cash value of the loss or damage of covered baggage and personal effects before and after the loss.

Special Exclusions applicable to Loss of Baggage and Personal Effects

- (a) This insurance does not cover claims related to:-
 - 1. Animals
 - 2. automobiles and automobile equipment, trailers and caravans, boats and other means of transport equipment
 - 3. contraband or illegal goods
 - 4. documents, identity papers. Credit and payment cards, transport tickets, cash, stocks and securities
 - 5. equipment for professional use
 - 6. accessories of any kind including but not limited to fashion accessory
 - 7. films, tapes, cassettes, cartridges or discs, pen-drive, memory card and the like
 - 8. hand-held mobile telephones, pagers, portable computer equipment including personal digital assistance and its accessories save and except the Insured declare the baggage as electronic item.
 - 9. keys
 - 10. musical instruments, objects of art, antiques, collector's items, furniture
 - 11. perishables and consumables
 - 12. ski sets, bicycles, sailboards, golf clubs, tennis rackets and other sporting equipment except whilst checked in as wrapped baggage
- (b) The **Company** shall not be liable for any loss or damage resulting from:-



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1. breakage of brittle or fragile articles, cameras, musical instruments, radios and such similar property except when the Insured declared the item as electronic baggage
2. confiscation or expropriation by order of any government or public authority
3. criminal acts
4. gradual deterioration or wear and tear
5. insects or vermin
6. inherent vice or damage
7. transportation of contraband or illegal trade
8. seizure whether for destruction under quarantine or custom regulations

The **Company** shall not be liable for any loss or damage to property which, at the time of the happening of such loss or damage, is insured by or would, but for the existence of this Insurance, be insured by any other insurance **Policy** or policies otherwise reimbursed/replaced by the the Air Common Carrier.

GENERAL EXCLUSIONS APPLICABLE TO ENTIRE POLICY

This insurance shall not cover:-

- (1) payment which would violate a government prohibition or regulation;
- (2) delay, seizure, confiscation, destruction, requisition, retention or detention by customs or any other government or public authority or official ;
- (3) any violation or attempt of violation of laws or resistance to arrest by appropriate authority;
- (4) members of the armed forces whilst on duty or whilst engaging in or taking part in naval, military or air force service or operations or participating

- (5) in operations of an offensive nature planned or conducted by any civil or military authorities against bandits, terrorists or other elements ;
- (5) failure of the **Insured Person** to take reasonable measure to protect, save or recover lost baggage ;
- (6) failure of the **Insured Person** to notify the relevant Air Common Carrier authorities of missing baggage at the scheduled destination point and to obtain a Property Irregularity Report ("PIR") ;
- (7) any loss, damage or legal liability suffered or sustained directly or indirectly by an **Insured Person** if that **Insured Person** is :-
 - (a) a terrorist ;
 - (b) a member of a terrorist organisation ; or
 - (c) a purveyor of nuclear, chemical or biological weapons ;
 - (d) a narcotics trafficker.

GENERAL CONDITIONS APPLICABLE TO ENTIRE POLICY

- (1) **Entire Policy**
This **insurance Voucher** contains terms and conditions for the insurance Coverage and benefits provided herein which shall always be subject to the terms and conditions of the Master **Policy**.
- (2) **Observance of Insurance Terms and Conditions**
The due observation and fulfilment of terms and conditions of this **Insurance Voucher** in so far as they relate to anything to done or complied with by the insured or any claimant under this **insurance Voucher** shall be conditions precedent to any liability of the



- Company** to make any payment under this **Policy**.
- (3) Misrepresentation and Non-Disclosure of material facts in application for claims
The benefits shall not be payable and the **Policy**, at the option of the **Company**, shall be considered voidable in the event:-
- (a) there is a failure to disclose or misrepresentation of any fact with respect to the **Insured Person** 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.
- (4) Alterations
The **Company** reserves the right to amend the terms and provisions of the **Policy** and may at any time be amended and changed by written agreement between the **Company** and Hala Services. Any amendment to the **Policy** shall be binding on all persons whether insured under the **Policy** prior to, during, or after the effective date of the amendment. No alteration in the **Policy** shall be valid unless approved by an authorised representative of the **Company** and such approval be endorsed herein.
- (5) Currency of Payment
Payment of any claim covered under this **Policy** shall be made in United Arab Emirates Dirham (“**AED**”) currency or its equivalent in any other currency at the prevailing rate of exchange as declared by the **Central Bank of the Insurance Company** at the time of effecting payment if so required by the **Insured Person** or his permitted legal personal representatives.
- (6) Compensation Limit
The compensation limit is that expressed in the **Schedule of Benefits**.
- (7) Country of Residence
Coverage provided to the **Insured Person** is subject to either their residence in **UAE** or for non-**Residents**, to their travel through **UAE** or to their transit through an **UAE** Airport.
- (8) Notice and Procedures of Claims
(a) Upon the happening of any event which may give rise to a claim, the **Insured Person** shall:-
- (i) notify the **Company** in writing as soon as possible but not later than thirty (30 days) after any event which may give rise to such claim by filling up the claim form as provided by the **Company**;
- (ii) furnish to the **Company** in writing, at the **Insured Person’s** own costs and expenses, any evidence and proof including but not limited to information, particulars, accounts, original receipt, invoices, **Insured Person’s** statements, reports and any other documents as the **Company** may require and shall be in such form and of such nature as the **Company** may prescribe.
- (iii) produce for the **Company’s** examination pertinent documents at such reasonable times and shall co-operate with the **Company** in all matters pertaining to any loss and/or claims. Failure to



- comply with this condition may prejudice the claim.
- (b) The following information and documents shall be furnished to the **Company** under any circumstances in matters of claims:-
- (i) copies of the record and/or charge forms verifying the relevant **Scheduled Flight** Air Tickets charged to the **Insured Person's** credit card account .
- (ii) a property irregularity report obtained from an Air Common Carrier in respect of lost baggage including details of the **Scheduled Flight** and/or written details and confirmation of the delay or loss incurred.
- (c) All reasonable measures to protect safeguard and recover such lost baggage and/or personal effects shall be taken by the **Insured Person**. Any delay or non-delivery of baggage shall immediately be reported to an official of Air Common Carrier authorised to receive such notification.
- (9) **Proof of Loss**
Written proof of loss must be furnished to the **Company** at its said office within ninety (90) days from the date of loss. Failure to furnish such proof within the time required shall not invalidate or reduce any claim if it was not reasonable 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 time proof is otherwise required.
- (10) **Effect of Fraud**
Any fraud, misstatement or concealment in respect of this insurance or any claim hereunder shall render the insurance coverage and benefits provided herein null and void.
- (11) **To Whom Claim is Payable**
Claims to the **Insured Person**. The process of claim including settlement shall be handled between the **Company** and the **Insured Person** or his estate as the case may be, whose sole discharge will constitute full and final discharge upon payment.
- (12) **Sanctions Clause**
The **Company** is not liable to make any payment for any claim under any coverage sections of this **Policy** or make any payment under any extension for any loss or claim arising in, or where the **Insured Person** or any beneficiary under the **Policy** is a citizen or instrumentality of the government of any country(ies) against which any laws and/or regulations governing this **Policy** and/or the **Company**, its parent **Company** or its ultimate controlling entity have established an embargo or other form of economic sanction which have the effect of prohibiting the **Company** to provide insurance coverage transacting business with or otherwise offering economic benefits to the insured or any other beneficiary under the **Policy**. It is further understood and agreed that no benefits of payments will be made to any beneficiary(ies) who is or are declared unable to receive economic benefits under the laws and/or regulations governing this **Policy** and/or the **Company**, its parent **Company** or its ultimate controlling entity.



- (13) Receipts
The **Company** shall not abide by any notice or any trust charge, a lien, assignment or other dealing with the **Insurance Voucher**. The receipt by the **Insured Person** for any compensation payable under this **Policy** shall in all cases be a full discharge of liability for the **Company**.
- (14) Rights of Nominee
Consent of nominee where applicable shall not be a pre-requisite to terminate or to cancel this **Policy** or to a change of nominee or for that matter for any changes in this **Policy**.
- (15) Rights of Ownership
The **Policy** owner is Hala Services.
- (16) Incontestability
No action at law or in equity shall be brought against the Company immediately one (1) year after date of any covered occurrence.
- (17) Arbitration Clause
Any dispute which may arise between the **Company** and the **Insured Person** and/or his legal representative in relation to the construction of the **Policy** or rights or liabilities of parties hereto shall be referred to arbitration. 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 such agreement, an arbitrator shall be appointed in accordance with and subject to the provisions of the **Arbitration Act** or any statutory modification of re-enactment thereof for the time being in force.
- (18) Limitation of Time of Bringing Arbitration
- If a claim is made under the **Policy** and rejected by the **Company**, the insured or his legal personal representatives shall commence arbitration proceedings within six (6) months of such rejection, failing which the **Company** shall be discharged from all liability whatsoever for that claim.
- (19) Cancellation
This **insurance Voucher** once issued is **NOT** cancellable or refundable.
- (20) Conformity with Law
If any provision of this **Insurance Voucher** which on its issuance date is in conflict with the law of the country in which the **Insurance Voucher** was issued or delivered, this **Policy** shall be read in conformity to the **UAE Law**.
- (21) Sole Responsibility of **Insurance Voucher**.
Any issues, matters or claims related in whole or part to insurance provided under this Voucher shall be the sole responsibility of the insurance Company, and shall not in any way involve Hala Services.
- (22) Extension of insurance coverage up to maximum three (3) days (only for the return flight).
The extension covers any **Insured Person** whose actual itinerary does not correspond to the original itinerary due to rescheduling of flight by Air Common Carrier. The insurance Company will honour valid claims in such a scenario.
- (23) Duplication of Coverage
In the event that an **Insured Person** is covered by more than one (1) **Policy** purchased through Hala Services and/or its Affiliate's, benefit will be paid by the **Policy** which provides the



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greatest amount of benefit. Where the benefit under each such **Policy** is identical, the **Company** will only entertain the claim that **Insured Person** to be covered under the **Policy** first issued.

(24) General Interpretation

- A. Wherever the context requires, the masculine form shall apply to the feminine and the singular term shall include the plural and vice versa.
- B. If there is a conflict between a translated text, if applicable, for all purposes, the English text shall prevail.