

**Master Policy Number:
QIC-07-B2BL-108-15-06**

Underwritten by

Tune Protect Lifestyle Assurance

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 on 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.

TABLE OF CONTENTS

Sections	Page
Introduction	2-3
General Information	4-5
Policy Terms & Conditions	6-10
Part 1 – Tune Protect Lifestyle Assurance - ShopCare	11-14
Part 2 - Tune Protect Lifestyle Assurance - GolfCare	15-18
Part 3 - Tune Protect Lifestyle Assurance – WinterCare	19-21
Part 4 - Tune Protect Lifestyle Assurance – AdventureCare	22-24
General Exclusions Applicable to All Parts and Sections	25-26
General Conditions Applicable to entire Policy	27-30

1. Your travel insurance Policy

- 1.1. This travel insurance provides coverage for specified events that occur during and in connection with **Your Trip**.
- 1.2. **You** are covered up to a maximum of ninety (90) days (the start and end dates are set out in **Your Certificate of Insurance**). All **Trips** must begin and end in the **Country of Issuance**.
- 1.3. If **You** are travelling one way, the coverage will cease after three (3) days following the start date mentioned on **Your Certificate of Insurance**.
- 1.4. **24-hour Emergency Medical Assistance** - Please let **Us** know immediately about any serious **Illness** or injury that happens abroad where **You** have to go to a hospital to seek medical treatment or **You** may have to return **Home** early or extend **Your** stay due to such incident. If **You** are unable to inform **Us** immediately because of a life threatening condition, **You** should contact **Us** as soon as **You** are able to. **You** must also inform **Us** if **Your** medical expenses exceed US\$250 (USD Two Hundred and Fifty only). If **You** are claiming for a minor **Illness** or injury, **You** should, where possible, pay the costs and claim for reimbursement of the money

from **Us** when **You** return. **You** can call **Us** 24-hours a day, 365 days a year or email **Us** as below:-

UAE: +97143619210

GCC / Indian Sub-Continent: +911244688488

Europe / North Africa: +441786310605

Email: travelassurance@tune2protect.com

2. Premiums and Payments

2.1 Once premiums are paid, this **Policy** cannot be cancelled and premiums paid are not refundable.

2.2 The premiums are as shown on **Your** travel itinerary.

2.3 **Confirmation of payment** - We will contact hospitals or doctors abroad and provide a guarantee to pay their fees, provided **Your** claim falls within the scope and coverage of this **Policy**.

3. Law

3.1 This contract will be governed by the law and regulations of the **Country of Issuance** as stated in the **Certificate of Insurance**.

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 certificate.

4. Contact Us

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

UAE	GCC /Indian Sub-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 Privat 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: travelassurance@tune2protect.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.

GENERAL INFORMATION

1 Contract of Travel Insurance

This **Policy** Terms and Conditions together with the **Certificate of Insurance** 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 individuals aged from 2 to 75 years at the **First Departure Date** of the **Scheduled Flight** and the applicable premiums had been fully paid.

Family Plan: 2 adults aged 75 and below and unlimited number of Children (including legally adopted Children) provided the appropriate premiums must have been paid. All persons must reside at the same address and must be travelling together. All ages referred to are at the date of first departure.

Children: means the **Insured Person's** dependent children who are not in full-time employment and who are between the ages of 2 months and 18 years (or under the age of 23 years provided that they are fulltime students), unmarried, not pregnant, without children and primarily dependent on the **Insured Person** for support

3 Health

Your insurance contains conditions that relates to **Your** health and the health of other related persons who may not be traveling with **You** but whose medical information may be of importance to **Us**. **We** also do not cover medical problems that **You** or **Your** related persons have or had before the commencement of this coverage.

4 Rejection of Claim

If a **Theft** resulting in claim occurs as a result of **Your** carelessness, **We** shall not pay **Your** claim.

5 Excess

There are sections of this insurance where **You** are required to pay the first part of any claim ("**Excess**"). This **Excess** amount is shown in the **Certificate of Insurance** under each applicable section.

6 No Liability/Restriction

We are not liable to make any payment for any liability under any **Schedule of Benefits** in 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 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 who is or are declared unable to receive economic benefits under the laws and/or regulations governing this **Policy** and/or **Us**.

7. More information?

If **You** have any questions about this **Policy** or **You** would like more information, please email **Us** at travelassurance@tune2protect.com. **We** are committed to respond to **Your** enquiry as soon as possible.

8. 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 of **Company**, those who provide products or services to the Insurer or any group of **Company**, and regulatory authorities, within and outside the **Insured Person's** country of domicile.

Policy Terms & Conditions

This insurance plan is offered exclusively to the customers of appointed Sales Representative of Tune Protect Commercial Brokerage LLC (hereinafter referred to as the “**Insured Persons, You, Your**”) via <http://b2b.tune2protect.com>

General Definitions & Interpretations Applicable To Entire Policy

In this Policy, further to the definitions & interpretations found under the respective parts, the following words and expressions shall have the following meanings:-

Accident / Accidental	A sudden and unforeseen event caused by something external and visible, which results in physical Bodily Injury , leading to total and permanent loss of sight, total and permanent loss of use of a limb or permanent disablement or death, within a year of the incident.
Airline	Means any Airline operated under a license for the regular transportation of fare-paying passengers over fixed scheduled flying routes between established licensed commercial airports.
Airline Authority	Means government authority in a country that oversees the approval and regulation of civil aviation.

Annual Cover Protection Plan	Refers to a Policy for multiple Trips over the period of insurance. Each Trip is up to <u>30 days</u> from the date of departure to the date of return to Country of Issuance .
Certificate of Insurance	Means a certificate which is issued by Us to You after payment of the applicable premium has been made and received by Us .
Chartered Flights	Means air conveyance organized by the travel agent for travel on regular and published routes for a period of 1 month or more and is licensed by the government authority having jurisdiction for scheduled transportation of individuals who travel as fare paying passengers.
Common Carrier	Means any commercial road, rail, sea or air conveyance licensed by the government authority having jurisdiction for scheduled transportation of individuals who travel as fare paying passengers and which have fixed and established routes only. It does not include taxis, helicopters, limousines services and Chartered Flights .

Country of Issuance	The country where Your first outbound flight will begin.
Customary Charges	means expenses which are charged for medical/hospital treatment, supplies or services medically necessary to treat the Insured Person's condition; it should not exceed the usual level of charges for similar treatment, supplies or medical services in the locality where the expense incurred; and should not include charges that would not have been made if no insurance was procured.
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.
Epidemic	Means a sudden severe outbreak of disease that spreads rapidly and affects, within a very short period, an inordinately large number of people within a geographical region. For example, SARS/ Swine Flu (H1N1) / Bird Flu
Excess	The deduction We will make from the amount otherwise payable under this Policy for each Insured Person ,

	for each section, for each claim incident.
Family	2 adults aged 75 and below and up to 4 of their children (including legally adopted children) aged 18 and under when the appropriate premium has been paid. All persons must reside at the same address and be travelling together. All ages referred to are at the date of travel.
First Departure Date	refers to the date of departure shown on Insured travel itinerary.
Home	Your usual place of residence in Kuwait .
Pandemic	Means an outbreak of infectious disease, which meets the following criteria set by World Health Organisation (WHO), that spreads through population across a large region or worldwide. (i) Emergence of a disease new to a population. (ii) Agents infect humans, causing serious Illness . (iii) Agents spread easily and sustainably among humans.
Partner	A person whom You have lived with for 6 months or more, unless accepted by Us in writing, who is either Your spouse, common

	law spouse, civil Partner , boyfriend or girlfriend.
Permanent Total Disablement	A disability which prevents You from working in any and every job and which persists continuously for at least 12 months from the date of occurrence. And, at the end of those 12 months, is in our medical advisor's opinion, such conditions is not going to improve.
Personal Belongings and Baggage	Each of Your suitcases, trunks and similar containers (including their contents) and articles worn or carried by You (including Your Valuables).
Policy	Means this document including the Schedule of Benefits
Physician	A legally licensed practitioner acting within the scope of his license practicing medicine, and concerned with maintaining or restoring human health through the study, diagnosis, and treatment of disease and injury. The attending Physician must not be: (a) You and/or (b) Your Relative .
Pre-existing Medical Condition	A condition for which medical care, treatment, or advice was recommended by

	or received from a Physician within a <u>two (2)</u> year period preceding the Policy effective date, or a condition for which hospitalization or surgery was required within a <u>five (5)</u> year period preceding the Policy effective date.
Relative	Husband, wife, Partner , grandparent, grandchild, parent, parent-in-law, brother, sister, son, daughter, fiancé or fiancée.
Resident	A person who has their main Home in Kuwait and has not spent more than six (6) consecutive months abroad during the year before the Policy was issued.
Sales Representatives	Refers to appointed Travel Agents of Tune Protect Commercial Brokerage.
Scheduled Flight	refers to commercial flights scheduled by any Airlines and 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 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.
Schedule of Benefits	A summary of the coverage offered according to the term and conditions of the policy.
Sickness / Illness	Means any noticeable change in the physical health of an Insured Person that requires the care of a Physician acting within the scope of his license to treat such Sickness/Illness for which the claim is made, wherein such Sickness/Illness is not excluded from this Policy .
Trip	Your holiday or journey overseas for the purpose of leisure and / or business. Your Trip shall start at the time that You leave Your address in the Country of Issuance or from the start date shown on Your Certificate of Insurance , whichever is later and end on the date You return to the Country of Issuance or

	at the end of the period shown on Your Certificate of Insurance , whichever is earlier. Coverage for Trip cancellation benefit starts twenty-four (24) hours following the time that You pay the insurance premium. Note: Traveling in Excess of the Trip limits will invalidate the whole coverage under this Policy . Special Note: Please note that the coverage under this Policy expires when You return to Your Country of Issuance irrespective of the duration of Your coverage.
Third Party Assistance / TPA	A third party company appointed by Us to administer Emergency Assistance, Claims, Customer Service and any other related assistance.
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.
War	Any War , whether declared or not, or any warlike activities, including use of military force by any sovereign nation to achieve economic, geographic, nationalistic, political, racial, religious or other ends.

We, Us, Our, Insurer	The Company providing the insurance coverage as stated in the Certificate of Insurance
You, Your, Insured Person	Each insured person as named in the Certificate of Insurance attached to this Policy and have duly paid the required premium.



**Part 1 - Tune Protect Lifestyle Assurance
ShopCare**

Schedule of Benefits

Coverage is afforded as follows:

Section	Benefit	Limit (USD)
1.	Cash and Personal Valuables Reimbursement for loss of cash and loss/damage to personal Valuables due to theft or robbery.	Up to USD 1500 (Limit USD 150/item)
2.	Fraudulent charges Coverage for any monetary loss suffered as a result of credit and / or charge card fraud.	Up to USD 1500
3.	ATM Withdrawal Protection Reimbursement against the loss of cash withdrawn or withdrawal by means of force (pays on top of loss of cash based on Section 1).	Up to USD 500
4.	Medical Reimbursement Reimbursement for Medical Expenses incurred as a result of injury due to snatch Theft, Robbery or assault.	Up to USD 600

Family Plan Benefits: Sum insured Per Family Plan is up to 300% of the benefit limits.

**Tune Protect Lifestyle Assurance
ShopCare**

Whereas the **Insured Person** has applied for the insurance hereinafter contained and has paid the premium as consideration for such insurance and a copy of the **Tune Protect Lifestyle Assurance Certificate of Insurance** has been issued, the **Insurers** agree to insure the individuals who purchased the **Tune Protect Lifestyle Assurance** (hereinafter referred to as the “**Insured Person**”) from appointed Sales Representative of Tune Protect Commercial Brokerage LLC 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 Interpretations

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

“Bodily Injury”	refers to injury suffered by the Insured Person anywhere in the world caused solely and directly by an Accident , excluding any Sickness , disease or medical disorder.
“Robbery”	refers to a criminal act of taking money, property or goods in the possession of an Insured Person through the use of physical force, fear of instant death or of instant hurt or of instant wrongful restraint or violence with the intent to permanently deprive the Insured Person from possession.



"Theft"	refers to loss of personal Valuables including wallet, purse or other bags in the possession of the Insured Person at the material time together with the contents therein or loss of any Valuables worn by the Insured Person at the material time as a result of the same being snatched away by an unknown person.
---------	---

BENEFITS

SECTION 1 – CASH AND PERSONAL VALUABLES

The **Company** will reimburse the **Insured Person** up to the limit as specified in the Schedule of Benefits for loss of cash and personal **Valuables**, in consequence of theft and robbery, provided that:

- (a) the items are within the **Insured Person's** control or custody at all times; and
- (b) the items must not be left unattended; and
- (c) such loss is reported to the police having jurisdiction at the place of loss immediately but in no case be later than 24 hours after the incident. Any claim must be accompanied by written documentation from the Police.

At the **Company's** sole discretion, the basis of coverage shall be either:

- (a) the lesser of the cash value of the items equivalent to the original cash value of the items less depreciation; or
- (b) the cost of replacement of a similar make and model; or
- (c) the cost of repair of the items, as determined by the **Company**.

Special Conditions Applicable to Section 1 – Cash and Personal Valuables

The **Company** shall not be liable for:

- (i) any loss of cash, bank or currency notes, traveler's cheques, postal or money orders kept in the check-in **Baggage** with a **Common Carrier**;
- (ii) 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.

SECTION 2 – FRAUDULENT CHARGES

The **Company** will reimburse monetary loss suffered by the **Insured Person** up to the limit as specified in the Schedule of Benefits for losses caused by credit card fraud.

Special Conditions Applicable to Section 2 - Fraudulent Charges

The **Company** shall not be liable to pay:

- (a) unless provided with the statement of proof of any loss from the bank of the fraudulent charges charged to the card belonging to the **Insured Person**.
- (b) for any illegal or unlawful intentional act by the **Insured Person**
- (c) for any failure by the **Insured Person** to take reasonable precautions to avoid a claim under the **Policy**.
- (d) for loss of or damage arising out of **War**, invasion act of foreign enemy hostilities.
- (e) for consequential loss of whatever nature



SECTION 3 – ATM WITHDRAWAL PROTECTION

The **Company** will reimburse against the loss of cash suffered by the **Insured Person** up to the limit as specified in the Schedule of Benefits for losses caused by Forceful ATM Withdrawal.

Special Conditions Applicable to Section 3 - ATM Withdrawal Protection

The **Company** shall not be liable to pay:

- (a) unless the **Insured Person** shall exercise reasonable care for the safety of the money withdrawn from the ATM machine; and
- (b) unless supported by ATM withdrawal slips or bank statement as proof of the ATM withdrawal from the **Insured Person's** bank account.
- (c) unless a police report is lodged upon occurrence of the loss
- (d) for any illegal or unlawful intentional act by the **Insured Person**
- (e) Loss of or damage arising out of War, invasion act of foreign enemy hostilities.
- (f) Consequential loss of whatever nature

SECTION 4 – MEDICAL REIMBURSEMENT

The **Company** will indemnify the **Insured Person** up to the maximum limit for **Medical Reimbursement** as specified in the **Schedule of Benefits** for **Medical Expenses** which are reasonable and **Customary Charges** incurred during a **Trip**.

Medical Expenses covered are charges for medical services and medical supplies which are recommended by the attending **Physician** for the treatment of the injury which includes the following:-

- (a) the services of a **Physician** ;

- (b) hospital confinement and use of operating room;
- (c) anaesthetic (including administration), X-ray examinations or treatments, and laboratory tests;
- (d) drugs, medicines, and therapeutic services and supplies;
- (e) physiotherapy treatment by a western qualified physiotherapist.

Special Conditions Applicable to Section 4

The **Company** shall not be liable to pay:-

- (1) costs for medical care except that prescribed by a **Physician** or which is delivered by a recognised hospital ;
- (2) for any loss which is directly or indirectly, in whole or in part, due to :-
 - (a) Civil or Foreign **War**, whether declared or not ;
 - (b) The effect of drugs, medication or treatment not prescribed by a **Physician** ;
 - (c) The influence of alcohol characterised by a blood alcohol level of the **Insured Person** equal to or superior to that fixed by the laws regulating the use of automobiles;
 - (d) Suicide, attempted suicide or intentional self-inflicted injury ;
 - (e) The **Insured Person's** participation in any competition involving the use of motorised land, water or air vehicle ;
 - (f) The **Insured Person's** participation in any professional sports ;
 - (g) The **Insured Person** riding or driving a motorcycle or motor scooter with an engine displacement over 123 cm³.
 - (h) The **Insured Person** flying whether as a fare-paying passenger or not, in or on an aircraft that does not belong to an **Airline** company or which is not registered or licensed for the transportation of fare-paying passengers on regular and published scheduled routes ;
 - (i) The **Insured Person's** active service in any of the armed forces of any nation;



- (j) The participation or involvement of the **Insured Person** in a criminal act ;
 - (k) The **Insured Person's** practice or utilization, either as pilot or passenger, of a sailplane, hand glider, parasail, parachute, hot air balloon, and the like, or engaging in any aerial flight other than that as previously expressed.
- (3) the **Company** shall not be liable for expenses incurred:-
- (a) for medical care incurred in **Home** country except as provided in the **Medical Expenses** described above ;
 - (b) **Pre-Existing conditions** ;
 - (c) for pregnancy and its consequences and its related medical treatments;
 - (d) for mental or emotional disorder;
 - (e) for sexually transmitted diseases, AIDS, HIV infections and AIDS related infections;
 - (f) for cosmetic surgery, apart from reconstructive surgery in consequence of a covered **Accident**;
 - (g) for follow-up of non-medical treatment of any kind resulting from an **Accident** or **Sickness**, psychoanalytical treatment, stays in a legally registered nursing homes, physiotherapy and detoxification as medically necessary;
 - (h) for ophthalmologic care, eye glasses, contact lenses, hearing aids, dental care and dentures, unless they are the direct consequence of an injury arising from an **Accident covered under this Policy**, wherein such treatment must be medically necessary;
 - (i) for care provided by a chiropractor, osteopath, herbalist, acupuncturist or any other practitioner of alternative medicine;
 - (j) for non-emergency medical check-ups;
 - (k) for vaccinations and their post complications.



**Part 2 - Tune Protect Lifestyle Assurance
GolfCare**

Schedule of Benefits

Section	Benefit	Limit of Benefit
1.	Medical Expenses Reimbursement for Medical Expenses incurred as a result of Accident whilst playing or practicing golf on any Golf Course or Driving Range .	Up to USD 300
2.	Golf Equipment and Personal Effects Coverage for loss or damage to Your Golf Equipment and personal effects whilst on any golf club or whilst in transit to and from any Golf Course or Driving Range .	Up to USD 600 (Limit USD 300 per item)
3.	Golf Equipment Hire Reimbursement for the cost of hiring replacement Golf Equipment incurred as a result of loss of or damage to Your Golf Equipment as covered under the Policy .	Up to USD 150
4.	Liabilities to the Public Provides coverage for losses which you are legally liable to pay	Up to USD 14,000

	compensation for accidental Bodily Injury to a third party or accidental loss of, or damage to a Third Party Property whilst You are engaged in actual play or practice at any Golf Course or Driving Range .	
--	--	--

Family Plan Benefits: Sum insured Per Family Plan is up to 300% of the benefit limits.

**Tune Protect Lifestyle Assurance
GolfCare**

Whereas the **Insured Person** has applied for the insurance hereinafter contained and has paid the premium as consideration for such insurance and a copy of the **Tune Protect Lifestyle Assurance Certificate of Insurance** has been issued, the **Insurers** agree to insure the individuals who purchased the **Tune Protect Lifestyle Assurance** (hereinafter referred to as the "**Insured Person**") from appointed Sales Representative of Tune Protect Commercial Brokerage LLC 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 Interpretations

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

Bodily Injury	refers to injury suffered by the Insured Person anywhere in the world caused solely and directly by an Accident , excluding any Sickness , disease or medical disorder.
---------------	--



Driving Range	refers to the tract of land for practising long golf shots especially drives, with rentable golf clubs and balls.
Excess	The deduction We will make from the amount otherwise payable under this Policy for each Insured Person , for each section, for each claim incident.
Golf Course	refers to the area of ground, either inland or beside the sea laid out for playing golf.
Golf Equipment	Refers to equipment or devices that aid in the process of playing a golf game e.g. golf clubs, golf bags and golf balls.
Third Party Property	Refers to the material property of a third party which does not belong to or in the charge or custody or under the control of the Insured Person or any member of Insured Person's Family ordinarily residing with the Insured Person .

BENEFITS

SECTION 1 – MEDICAL EXPENSES

The **Company** will indemnify the **Insured Person** up to the maximum limit for **Medical Reimbursement** as specified in the **Schedule of Benefits** for **Medical Expenses** which are reasonable and **Customary Charges** incurred during a **Trip**.

Medical Expenses covered are charges for medical services and medical supplies which are recommended by the attending **Physician** for the treatment of the injury which include the following:-

- the services of a **Physician** ;
- hospital confinement and use of operating room;
- anaesthetic (including administration), X-ray examinations or treatments, and laboratory tests;
- drugs, medicines, and therapeutic services and supplies;

- physiotherapy treatment by a western qualified physiotherapist.

Special Conditions Applicable to Section 1

The **Company** shall not be liable to pay:-

- costs for medical care except that prescribed by a **Physician** or which is delivered by a recognised hospital ;
- for any loss which is directly or indirectly, in whole or in part, due to :-
 - Civil or Foreign **War**, whether declared or not ;
 - The effect of drugs, medication or treatment not prescribed by a **Physician** ;
 - The influence of alcohol characterised by a blood alcohol level of the **Insured Person** equal to or superior to that fixed by the laws regulating the use of automobiles;
 - Suicide, attempt suicide or intentionally self-inflicted injury ;
 - The **Insured Person's** participation in any competition involving the use of motorised land, water or air vehicle ;
 - The **Insured Person's** participation in any professional sports ;
 - The **Insured Person** riding or driving a motorcycle or motor scooter with an engine displacement over 123 cm³.
 - The **Insured Person** flying whether as a fare-paying passenger or not, in or on an aircraft that does not belong to an **Airline** Company or which is not registered or licensed for the transportation of fare-paying passengers on regular and published scheduled routes ;
 - The **Insured Person's** active service in any of the armed forces of any nation;
 - The participation or involvement of the **Insured Person** in a criminal act ;
 - The **Insured Person's** practice or utilization, either as pilot or passenger, of a sailplane, hand glider, parasail, parachute, hot air balloon, and the like, or engaging in any aerial flight



other than that as previously expressed.

- (3) the **Company** shall not be liable for expenses incurred:-
- (l) for medical care incurred in **Home Country** except as provided in the **Medical Expenses** described above ;
 - (m) **Pre-Existing Medical Condition** ;
 - (n) for pregnancy and its consequences and its related medical treatments ;
 - (o) for mental or emotional disorder
 - (p) for sexually transmitted diseases, AIDS, HIV infections and AIDS related infections ;
 - (q) for cosmetic surgery, apart from reconstructive surgery in consequence of a covered **Accident** ;
 - (r) for follow-up non-medical treatment of any kind resulting from an **Accident** or **Sickness**, psychoanalytical treatment, stays in a legally registered nursing homes, physiotherapy and detoxification as medically necessary ;
 - (s) for ophthalmologic care, eye glasses, contact lenses, hearing aids, dental care and dentures, unless they are the direct consequence of an injury arising from an **Accident covered under this Policy**, wherein such treatment must be medically necessary ;
 - (t) for care provided by a chiropractor, osteopath, herbalist, acupuncturist or any other practitioner of alternative medicine;
 - (u) for non-emergency medical check-ups;
 - (v) for vaccinations and their post complications.

SECTION 2 – GOLF EQUIPMENT AND PERSONAL EFFECTS

If during the **Trip**, any **Golf Equipment** (the property of the Insured) is lost or damaged by any **Accident** or misfortune at the **Golf Course** or **Driving Range**, then the **Company** will indemnify the **Insured Person** against such loss or damage. Provided that the liability of the

Company under this Section in respect of all loss or damage occurring during the **Trip** shall not exceed the sum insured as specified in the Schedule of Benefits.

Special Conditions Applicable to Section 2 – Golfing Equipment and Personal Effects

The **Company** shall not be liable to pay for:

- (a) Loss or damage arising from wear and tear or gradual deterioration, mildew, moth, vermin or in connection with any process of cleaning, dyeing or refurbishment of the golfing equipment and/or personal effects.
- (b) Loss of or damage to golf balls.

SECTION 3 – GOLF EQUIPMENT (HIRED)

If during the **Trip**, the **Insured Person's** golfing equipment is lost or damaged by any **Accident** or misfortune at the **Golf Course** or **Driving Range**, the **Company** will reimburse the **Insured Person** for the additional cost incurred for hiring the replacement **Golf Equipment**.

Provided that the liability of the **Company** under this Section in respect of cost of hiring replacement **Golf Equipment** during the **Trip** shall not exceed the sum insured as specified in the Schedule of Benefits.

Special Conditions Applicable to Section 3 – Golf Equipment Hire

The **Company** shall not be liable to pay:

- (a) Unless **You** are able to furnish receipts to substantiate **Your** claim for the hiring cost of **Your Golf Equipment** .
- (b) for loss or damage arising from wear and tear or gradual deterioration, mildew, moth, vermin or in connection with any process of cleaning, dyeing or refurbishment of the **Golf Equipment**.
- (c) for the scratching or denting of any article or cracking and /or breakage.



- (d) for the service or repairs of the **Golf Equipment** which is carried out during and after the golfing game.
- (e) for loss of or damage arising out of War, invasion act of foreign enemy hostilities.
- (f) Consequential loss of whatever nature.

Section 4 – LIABILITIES TO THE PUBLIC

The **Company** will indemnify the **Insured Person** against any compensation which the **Insured Person** shall become legally liable to pay in respect of:

- (a) Accidental **Bodily Injury** to any third party
- (b) Accidental loss of or accidental damage belonging to **Third Party Property**

which happens whilst the **Insured Person** is playing golf in any recognised club during the **Trip**. Provided that the liability of the **Company** under this Section shall not exceed the sum insured as specified in the Schedule of Benefits.

Special Conditions Applicable to Section 4 – Liabilities to the Public

The **Company** shall not be liable for any liability in respect of the following:-

- (1) any deliberate and wrongful damage or harm caused by the **Insured Person**;
- (2) any wilful , malicious or unlawful act by the **Insured Person**;
- (3) any non-pecuniary loss;
- (4) accidental loss or damage to property belonging to or held in trust or in the care, custody or control of the **Insured Person** or any of his employees or any member of his family or household;
- (5) arising out of any business, trade or profession;
- (6) arising out of an agreement unless liability would have arisen in the absence of such agreement;
- (7) **Bodily Injury** to or **Sickness** of any person who is under a contract of

- employment, service or apprenticeship with the **Insured Person** when such injury or **Sickness** arises out of and in the course of their employment with the **Insured Person**;
- (8) arising out of the use, ownership or possession of firearms, aircraft, watercraft, hovercraft, mechanically propelled vehicles, lifts, animals of a dangerous species or livestock of any kind;
- (9) damage caused by or to buildings or parts of building owned, rented or occupied by the **Insured Person**;
- (10) any claim arising from an **Insured Person** being insane or under the influence of or affected by drugs (other than drugs prescribed by a licensed Physician), intoxicating liquor or solvents;
- (11) the **Insured Person's** participation in any act of civil or foreign **War**, sabotage, riots, public demonstrations, strikes and lock-outs.



**Part 3 – Tune Protect Lifestyle Assurance
WinterCare**

Schedule of Benefits

Section	Benefit	Limit of Benefit
1.	Medical Expenses Reimbursement for emergency medical treatment due to Accident .	Up to USD 860
2.	Piste Closure Coverage for transport costs necessarily incurred in the event of lack of or excess of snow or an avalanche results in the total skiing facilities being closed and it is not possible to ski.	Up to USD 150 (USD50 per day)
3.	Loss, theft or damage to ski equipment (own) Reimbursement for loss, theft or damage to Your own ski equipment.	Up to USD900 (USD 300 per item)
	Loss, theft or damage to ski equipment (hired) Reimbursement for loss, theft or damage to Your hired equipment.	Up to USD 80
4.	Ski Pack Reimbursement of ski school fees, lift passes and hired ski equipment if You are injured or fall ill.	Up to USD 300

Family Plan Benefits: Sum insured Per Family Plan is up to 300% of the benefit limits.

**Tune Protect Lifestyle Assurance
WinterCare**

Whereas the **Insured Person** has applied for the insurance hereinafter contained and has paid the premium as consideration for such insurance and a copy of the **Tune Protect Lifestyle Assurance Certificate of Insurance** has been issued, the **Insurers** agree to insure the individuals who purchased the **Tune Protect Lifestyle Assurance** (hereinafter referred to as the “**Insured Person**”) from appointed Sales Representative of Tune Protect Commercial Brokerage LLC 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 Interpretations

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

Hired Equipment	refers to the temporary use of the equipment for an agreed payment from a company that hires the equipment.
Piste Closure	refers to the closure of facilities of a ski run of compacted snow and all lifts at the Piste for use by skiers for skiing activities

BENEFITS

SECTION 1 – MEDICAL EXPENSES

The **Company** will indemnify the **Insured Person** up to the maximum limit for **Medical Reimbursement** as specified in the **Schedule of Benefits** for **Medical Expenses** which are reasonable and **Customary Charges** incurred during a **Trip**.



Medical Expenses covered are charges for medical services and medical supplies which are recommended by the attending **Physician** for the treatment of the injury which include the following:-

- (a) the services of a Physician;
- (b) hospital confinement and use of operating room;
- (c) anaesthetic (including administration), X-ray examinations or treatments, and laboratory tests;
- (d) drugs, medicines, and therapeutic services and supplies;
- (e) physiotherapy treatment by a western qualified physiotherapist.

Special Conditions Applicable to Section 1

The **Company** shall not be liable to pay:-

- (1) costs for medical care except that prescribed by a **Physician** or which is delivered by a recognised hospital ;
- (2) for any loss which is directly or indirectly, in whole or in part, due to :-
 - (a) Civil or Foreign **War**, whether declared or not ;
 - (b) The effect of drugs, medication or treatment not prescribed by a **Physician** ;
 - (c) The influence of alcohol characterised by a blood alcohol level of the **Insured Person** equal to or superior to that fixed by the laws regulating the use of automobiles;
 - (d) Suicide, attempt suicide or intentionally self-inflicted injury ;
 - (e) The **Insured Person's** participation in any competition involving the use of motorised land, water or air vehicle ;
 - (f) The **Insured Person's** participation in any professional sports ;
 - (g) The **Insured Person** riding or driving a motorcycle or motor scooter with an engine displacement over 123 cm³.
 - (h) The **Insured Person** flying whether as a fare-paying passenger or not, in or on an aircraft that does not belong to an **Airline** Company or which is not

registered or licensed for the transportation of fare-paying passengers on regular and published scheduled routes ;

- (i) The **Insured Person's** active service in any of the armed forces of any nation;
 - (j) The participation or involvement of the **Insured Person** in a criminal act ;
 - (k) The **Insured Person's** practice or utilization, either as pilot or passenger, of a sailplane, hand glider, parasail, parachute, hot air balloon, and the like, or engaging in any aerial flight other than that as previously expressed.
- (3) the **Company** shall not be liable for expenses incurred:-
- (a) for medical care incurred in **Home Country** except as provided in the **Medical Expenses** described above;
 - (b) for **Pre-Existing Medical Condition**;
 - (c) for pregnancy and its consequences and its related medical treatments;
 - (d) for mental or emotional disorder;
 - (e) for sexually transmitted diseases, AIDS, HIV infections and AIDS related infections;
 - (f) for cosmetic surgery, apart from reconstructive surgery in consequence of a covered **Accident**;
 - (g) for follow-up non-medical treatment of any kind resulting from an **Accident** or **Sickness**, psychoanalytical treatment, stays in a legally registered nursing homes, physiotherapy and detoxification as medically necessary ;
 - (h) for ophthalmologic care, eye glasses, contact lenses, hearing aids, dental care and dentures, unless they are the direct consequence of an injury arising from an **Accident covered under this Policy**, wherein such treatment must be medically necessary ;
 - (i) for care provided by a chiropractor, osteopath, herbalist, acupuncturist or any other practitioner of alternative medicine;



- (j) for non-emergency medical check-ups;
- (k) for vaccinations and their post complications.

SECTION 2 - PISTE CLOSURE

The **Company** will reimburse the **Insured Person** up to the maximum sum insured as specified in the Schedule of Benefits if the condition is not conducive to ski because all lifts are closed due to a complete lack of snow, adverse conditions or avalanche danger on **Your** pre-booked ski **Trip** for the transportation costs incurred to travel to the piste.

Special Conditions Applicable to Section 2 – Piste Closure

The **Company** shall not be liable to pay:

- (a) if the **Insured Person** has arranged the insurance or **Trip** within 30 days of departure and at that time, conditions in **Your** planned trip were such that it was unlikely to be possible to ski.
- (b) Unless there is a written confirmation from the resort authorities or ski lift operators for the period that there was no skiing available owing to the closure of all ski lifts.
- (c) If the **Insured Person** fails to submit receipts for the travel pass and ski pass as proof of purchase of the skiing itinerary.
- (d) Unless supported by the transport cost receipt incurred by **Insured Person**

SECTION 3 – LOSS, THEFT OR DAMAGE TO SKI EQUIPMENT

If during the **Trip**, the ski equipment is/are lost or damaged by any **Accident** or **Theft**, then the

Company will indemnify the **Insured Person** against such loss or damage.

Provided that the liability of the **Company** under this Section in respect of all loss or damage occurring during the **Trip** shall not exceed the sum insured as specified in the Schedule of Benefits.

Special Conditions Applicable to Section 3 – Loss, Theft or Damage to Ski Equipment

The **Company** shall not be liable to pay:

- (a) Unless the **Insured person** is able to provide receipts or other documentation to prove ownership and /or hire of the ski equipment.
- (b) for loss or damage arising from wear and tear or gradual deterioration, mildew, moth, vermin or in connection with any process of cleaning, dyeing or refurbishment of the ski equipment.
- (c) for loss or damage arising out of or in any way traceable to mechanical defect or breakdown.
- (d) the scratching or denting of any article.
- (e) loss of or damage arising out of **War**, invasion act of foreign enemy hostilities.
- (f) Consequential loss of whatever nature

SECTION 4 – SKI PACK

If during the **Trip**, the **Insured Person** is unable to utilize any ski school fees, lift passes and/or hired ski equipment due to an injury or **Sickness** that prevents you from skiing as medically certified, the **Company** will reimburse the **Insured Person** against the cost incurred.

Special Conditions Applicable to Section 4 – Ski Pack

The **Company** shall not be liable to pay for:

- (a) any claim that is not substantiated by a medical report certifying that the **Insured Person** is unfit to ski due to **Accident** or **Illness**.



**Part 4 - Tune Protect Lifestyle Assurance
AdventureCare**

Schedule of Benefits

Section	Benefit	Limit of Benefit
1.	Medical Expenses Cover for emergency medical treatment due to any adventure-related injury or Accident .	Up to USD850
2.	Loss, theft or damage to equipment (own) Reimbursement for loss, theft or damage to Your own equipment .	Up to USD 1500 (Limited to USD300 per item)
	Loss, theft or damage to equipment (hired) Reimbursement for loss, theft or damage to Your Hired Equipment .	Up to USD80
3.	Liabilities to the Public Provides coverage for losses which You are legally liable to pay for compensation for accidental Bodily Injury to a third party or accidental loss of, or damage to Third Party Property whilst engaging in adventures.	Up to USD 15000

Definitions & Interpretations

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

Hired Equipment	refers to the temporary use of the equipment for an agreed payment from a company that hires the equipment.
-----------------	---

Benefits

SECTION 1 – MEDICAL EXPENSES

The **Company** will indemnify the **Insured Person** up to the maximum limit for **Medical Reimbursement** as specified in the **Schedule of Benefits** for **Medical Expenses** which are reasonable and **Customary Charges** incurred during a **Trip**.

Medical Expenses covered are charges for medical services and medical supplies which are recommended by the attending **Physician** for the treatment of the injury which include the following:-

- (a) the services of a **Physician**;
- (b) hospital confinement and use of operating room;
- (c) anaesthetic (including administration), X-ray examinations or treatments, and laboratory tests;
- (d) drugs, medicines, and therapeutic services and supplies;
- (e) physiotherapy treatment by a western qualified physiotherapist.

Special Conditions Applicable to Section 1

The **Company** shall not be liable to pay:-

- (1) costs for medical care except that prescribed by a **Physician** or which is delivered by a recognised hospital ;
- (2) for any loss which is directly or indirectly, in whole or in part, due to :-



- (l) Civil or Foreign **War**, whether declared or not ;
 - (m) The effect of drugs, medication or treatment not prescribed by a **Physician** ;
 - (n) The influence of alcohol characterised by a blood alcohol level of the **Insured Person** equal to or superior to that fixed by the laws regulating the use of automobiles;
 - (o) Suicide, attempted suicide or intentionally self-inflicted injury ;
 - (p) The **Insured Person's** participation in any competition involving the use of motorised land, water or air vehicle ;
 - (q) The **Insured Person's** participation in any professional sports ;
 - (r) The **Insured Person** riding or driving a motorcycle or motor scooter with an engine displacement over 123 cm³.
 - (s) The **Insured Person** flying whether as a fare-paying passenger or not, in or on an aircraft that does not belong to an **Airline** Company or which is not registered or licensed for the transportation of fare-paying passengers on regular and published scheduled routes ;
 - (t) The **Insured Person's** active service in any of the armed forces of any nation;
 - (u) The participation or involvement of the **Insured Person** in a criminal act ;
 - (v) The **Insured Person's** practice or utilization, either as pilot or passenger, of a sailplane, hand glider, parasail, parachute, hot air balloon, and the like, or engaging in any aerial flight other than that as previously expressed.
- (3) the **Company** shall not be liable for expenses incurred:-
- (a) for medical care incurred in **Home** country except as provided in the **Medical Expenses** described above;
 - (b) for **Pre-Existing Medical Condition**;
 - (c) for pregnancy and its consequences and its related medical treatments;
 - (d) for mental or emotional disorder;
 - (e) for sexually transmitted diseases, AIDS, HIV infections and AIDS related infections;
 - (f) for cosmetic surgery, apart from reconstructive surgery in consequence of a covered **Accident**;
 - (g) for follow-up non-medical treatment of any kind resulting from an **Accident** or **Sickness**, psychoanalytical treatment, stays in a legally registered nursing homes, physiotherapy and detoxification as medically necessary ;
 - (h) for ophthalmologic care, eye glasses, contact lenses, hearing aids, dental care and dentures, unless they are the direct consequence of an injury arising from an **Accident covered under this Policy**, wherein such treatment must be medically necessary ;
 - (i) for care provided by a chiropractor, osteopath, herbalist, acupuncturist or any other practitioner of alternative medicine;
 - (j) for non-emergency medical check-ups;
 - (k) for vaccinations and their post complications.

SECTION 2 – LOSS, THEFT OR DAMAGE TO EQUIPMENT

If during the **Trip**, the equipment is/are lost or damaged by any **Accident** or **Theft**, then the **Company** will indemnify the **Insured Person** against such loss or damage.

Provided that the liability of the **Company** under this Section in respect of all loss or damage occurring during the **Trip** shall not exceed the sum insured as specified in the Schedule of Benefits.



Special Conditions Applicable to Section 2 – Loss, Theft or Damage to Equipment

The **Company** shall not be liable to pay:

- (a) unless the **Insured Person** is able to provide receipts or other documentation to prove ownership and / or hire of the equipment.
- (b) for loss or damage arising from wear and tear or gradual deterioration, mildew, moth, vermin or in connection with any process of cleaning, dyeing or refurbishment of the equipment.
- (c) For loss or damage arising out of or in any way traceable to mechanical defect or breakdown.
- (d) for the scratching or denting of any article.
- (e) for loss of or damage arising out of **War**, invasion act of foreign enemy hostilities and
- (f) Consequential loss of whatever nature

SECTION 3 – LIABILITIES TO THE PUBLIC

The **Company** will indemnify the **Insured Person** against any compensation which the **Insured Person** shall become legally liable to pay in respect of:

- (a) Accidental **Bodily Injury** to any third party
- (b) Accidental loss of or accidental damage to belonging to **Third Party Property**

which happens whilst the **Insured Person** is involved in any adventurous sports during the **Trip**. Provided that the liability of the **Company** under this Section shall not exceed the sum insured as specified in the Schedule of Benefits.

Special Conditions Applicable to Section 3 - Liabilities to the Public

The **Company** shall not be liable for any liability in respect of the following:-

- (1) any deliberate and wrongful damage or harm caused by the **Insured Person**;
- (2) any wilful, malicious or unlawful act by the **Insured Person**;
- (3) any non-pecuniary loss;
- (4) accidental loss or damage to property belonging to or held in trust or in the care, custody or control of the **Insured Person** or any of his employees or any member of his **Family** or household;
- (5) arising out of any business, trade or profession;
- (6) arising out of an agreement unless liability would have arisen in the absence of such agreement;
- (7) **Bodily Injury** to or **Sickness** of any person who is under a contract of employment, service or apprenticeship with the **Insured Person** when such injury or **Sickness** arises out of and in the course of their employment with the **Insured Person**;
- (8) arising out of the use, ownership or possession of firearms, aircraft, watercraft, hovercraft, mechanically propelled vehicles, lifts, animals of a dangerous species or livestock of any kind;
- (9) damage caused by or to buildings or parts of building owned, rented or occupied by the **Insured Person**;
- (10) any claim arising from an **Insured Person** being insane or under the influence of or affected by drugs (other than drugs prescribed by a licensed Physician), intoxicating liquor or solvents; and
- (11) the **Insured Person's** participation in any act of civil or foreign **War**, sabotage, riots, public demonstrations, strikes and lock-outs.



GENERAL EXCLUSIONS APPLICABLE TO ALL PARTS AND SECTIONS

This **Insurance** does not cover:-

- (1) payment which would violate a government prohibition or regulation;
- (2) death or injury directly or indirectly occasioned by **War**, invasion, act of foreign enemy, hostilities or **Warlike** operation (whether **War** be declared or not), mutiny, civil **War**, rebellion, revolution, insurrection, conspiracy, military or usurped power, martial law or stage of siege, any of the events or causes which determine the proclamation or maintenance of martial law or state of siege, seizure, quarantine or customs regulations or nationalization by **Our** under the order of any government or public or local authority;
- (3) delay, seizure, confiscation, destruction, requisition, retention or detention by customs or any other government or public authority or official;
- (4) any violation or attempt of violation of laws or resistance to arrest by appropriate authority;
- (5) the **Insured Person** which is below the age of two (2) or over the age of seventy-five (75) (calculated since last birthday as at the date the **Insurance** was purchased);
- (6) 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 in operations of an offensive nature planned or conducted by any civil or military authorities against bandits, terrorists or other elements;
- (7) during air travel except as a fare paying passenger in any properly licensed private and/or commercial aircraft operated by a licensed **Airline** ;
- (8) any serious physical injury or disability resulting directly or indirectly from, attributed to or accelerated by the use, release, or escape of nuclear or nuclear materials that directly or indirectly results in nuclear reaction or radiation or radioactive contamination; or the dispersal or application of pathogenic or poisonous biological or chemical materials; or the release of pathogenic or poisonous biological or chemical materials. For purposes of this exclusion, serious physical injury means physical injury that involves a substantial risk of death and/or protracted and obvious physical disfigurement, and/or protracted loss of or impairment of the function of a bodily member or an organ;
- (9) any **Pre-Existing Medical Condition**;
- (10) suicide, attempted suicide or any intentional self-inflicted injuries acted upon by the **Insured Person** to him/herself whether sane or insane;
- (11) treatment of alcoholism or drug abuse or any other complications arising therefrom or any drug related **Accident**;
- (12) pregnancy, miscarriage or childbirth, or any treatment relating to birth control or treatment pertaining to infertility or any other complication arising therefrom;
- (13) psychosis, mental or nervous disorders or sleep disturbance disorders;
- (14) cosmetic or plastic surgery or any elective surgery;
- (15) any congenital defect which has manifested or was diagnosed before the **Policy** commencement date;
- (16) any form of dental care or surgery unless necessitated by injury caused by the **Accident** covered under the **Policy** to sound and natural teeth;
- (17) routine health check-ups, any medical investigation(s) not directly related to admission diagnosis, **Illness** or injury, or any related treatment



- (18) Acquired Immune Deficiency Syndrome (AIDS) or any complications associated with infection by any Human Immune Deficiency Virus (HIV) (for the purpose of this **Policy**, the definition of AIDS shall be that used by the World Health Organisation in 1987, or subsequent revision by the World Health Organisation of that definition; infection shall be deemed to have occurred where blood or other relevant test(s) indicate in the opinion of the Company either the presence of any Human Immune Deficiency Virus (HIV) or antibodies to such Virus);
- (19) any injury sustained while serving as a crew member of any aircraft except as a fare-paying passenger in any aircraft having a current and valid air worthiness certification issued by the appropriate authority of the country of its registry ;
- (20) driving or riding in any kind of race involving motorized vehicles;
- (21) late arrival of the **Insured Person** at the airport for the **Scheduled Flight** after the official check-in time;
- (22) failure of the **Insured Person** to take reasonable measure to protect, save or recover lost luggage ;
- (23) failure of the **Insured Person** to notify the relevant **Airline Authorities** of missing luggage at the scheduled destination point and to obtain a property irregularity report;
- (24) engaging practicing or participating in sport in a professional capacity or when an **Insured Person** would or could earn income or remuneration from engaging in such sport;
- (25) investigation which is not medically necessary, or convalescence, custodial or rest care;
- (26) any loss, injury, 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.
- (27) any loss resulting directly and indirectly (in whole or in part) from:
- (a) **Pandemic**
 - (b) **Epidemic**



GENERAL CONDITIONS APPLICABLE TO ALL PARTS AND SECTIONS

- (1) **Entire Policy**
This **Certificate of Insurance** contains terms and conditions for the insurance coverage and benefits provided herein which shall always be subject to the terms and conditions of the **Policy**.
- (2) **Observance of Insurance Terms and Conditions**
The due observation and fulfilment of terms and conditions of this **Certificate of Insurance** in so far as they relate to anything to be done or complied with by the insured or any claimant under this **Certificate of Insurance** 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 claim**
The benefits shall not be claimable or payable and the **Policy**, at the option of the **Company**, shall be considered voidable in the event:-
 - (a) there is a failure to fully 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 Tune Protect Commercial Brokerage LLC. 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 **US Dollar** 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) **Ages**
All ages referred to in this **Policy** shall be the age of the **Insured Person** at his last birthday.
- (8) **Country of Residence**
Coverage provided to the **Insured Person** is subject to either their residence in **Kuwait** or for non-**Residents**, to their travel through **Kuwait** or to their transit through an **Kuwait Airport**.
- (9) **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 the **Airline Authorities** in respect of lost luggage 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 officer of the **Airline Authorities** to receive such notification.
- (10) 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.
- (11) 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.
- (12) Medical Examination
The **Company** at its own expense shall have the right to require additional proof and request medical examination of the **Insured Person** when and as often as it may reasonably require during the period when the claim is pending and to conduct an autopsy in case of death provided it is not forbidden by law.
- (13) To Whom Claim is Payable
Claims for death benefits in respect of the **Insured Person** shall be payable to the legal beneficiary as stipulated under the **Insured Person's** country's estate laws. Claims for all other benefits will be paid 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.



- (14) **Sanctions Clause**
The **Company** shall not be 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 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 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.
- (15) **Receipts**
The **Company** shall not abide by any notice or any trust charge, a lien, assignment or other dealing with the **Certificate of Insurance**. 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**.
- (16) **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**.
- (17) **Rights of Ownership**
The **Policy** owner is Tune Protect Commercial Brokerage.
- (18) **Incontestability**
No action at law or in equity shall be brought against the **Company** immediately one (1) year after date of any covered occurrence.
- (19) **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.
- (20) **Limitation of Time of Bringing Arbitration**
If a claim is made under the **Policy** and rejected by the **Company**, the **Insured Person** 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.
- (21) **Cancellation**
This **Certificate of Insurance** once issued is **NOT** cancellable or refundable.
- (22) **Conformity with Law**
If any provision of this **Certificate of Insurance** which on its issuance date is in conflict with the law of the country in which the **Certificate of Insurance**



was issued or delivered, this **Policy** shall be read in conformity to the **Kuwait Law**.

(23) Sole Responsibility of **Insurance Company**

Any issues, matters or claims related in whole or part to insurance provided under this Certificate shall be the sole responsibility of the insurance **Company**, and shall not in any way involve Tune Protect Commercial Brokerage LLC.

(24) Extension of insurance coverage up to maximum three (3) days.

The extension covers any **Insured Person** whose actual itinerary does not correspond to the original itinerary due to rescheduling of flight by the **Airline**. The insurance **Company** will honour valid claims in such a scenario.

(25) Duplication of Coverage

In the event that an **Insured Person** is covered by more than one (1) **Policy** purchased through Tune Protect Commercial Brokerage. and/or its affiliate's, benefit will be paid by the **Policy** which provides the 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.

(26) 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.