



**Travel Assurance
Before, During & After**

**Master Policy Number:
QIC-07-B2B-109-15-07**

Underwritten by



الشركة الكويتية القطرية للتأمين العام
Kuwait Qatar Insurance Company (KQIC)



Travel Assurance
Before, During & After



Tune Protect Travel Assurance Before, During & After (Inbound)

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. This is an INBOUND TRAVEL PROTECTION which is subject to the policy wording hereinafter defined.

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. **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 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 the condition is life threatening, **You** should contact **Us** as soon as **You** are able to. **You** must also tell **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 our 24-hours a day, 365 days a year or email **Us** as below:-

Middle East: +97143619210

Indian Subcontinent: +911244688488

Europe / North Africa: +441786310605

Email: travelassurance@tuneprotect.com

- 1.4. **Repatriation** - If **our** medical advisers believe that it would be in **Your** medical interest to bring **You** back to **Your Home** or to a hospital in **Your Home** country, **You** will normally be transferred by a regular **Airline** or road ambulance. Where medically necessary in very serious or urgent cases, **We** will use an air ambulance. **We** will consult the treating **doctor** and **our** medical advisers first. If **You** need to go **Home** early, the treating **doctor** must provide a certificate confirming that **You** are fit to travel. Without this certificate, the **Airlines** can refuse to carry any sick or injured person.

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**.



Travel Assurance
Before, During & After



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:

Middle East	Indian Subcontinent	Europe / North Africa
Tune Protect Commercial Brokerage LLC Blue Bay Tower Level, 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@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.



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 arrival 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 years 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** may 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 Benefit Section 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 against which any laws and/or regulations governing this **Policy** and/or **Us**, its



Travel Assurance
Before, During & After



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@tuneprotect.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 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.



Travel Assurance
Before, During & After



**Tune Protect Travel Assurance Before, During & After (Inbound)
Policy Terms & Conditions**

This insurance plan is offered exclusively to the customers of appointed Sales Representative of Tune Protect Commercial Brokerage LCC (hereinafter referred to as the **“Insured Persons, You, Your”**).

Schedule of Benefits

Coverage is afforded as follows:

	Platinum Plan/Limit	Gold Plan/Limit	Silver Plan/Limit
Section 1 : Personal Accident Benefits			
1A. Accidental Death and Permanent Disablement	USD 200,000	USD 30,000	USD 20,000
Section 2 : Medical Benefits			
2A. Accidental and Sickness Medical Reimbursement	USD 500,000	USD 100,000	USD 35,000
2B. Follow up Treatment in Home Country	USD 5,000 (Subject to Accidental & Sickness Medical Benefit Limit)	USD 1,000 (Subject to Accidental & Sickness Medical Benefit Limit)	N/A
2C. Compassionate Visit	USD 2,500	N/A	N/A
Section 3 : Evacuation & Repatriation Benefits			
3A. Emergency Medical Evacuation	USD 500,000 (Subject to Accidental & Sickness Medical Benefit Limit)	USD 100,000 (Subject to Accidental & Sickness Medical Benefit Limit)	USD 35,000 (Subject to Accidental & Sickness Medical Benefit Limit)
3B. Repatriation of Mortal Remains	USD 10,000	USD 7,000	USD 5,000
Section 4 : Travel Inconvenience Benefits			
4A. Loss of Travel Documents	USD 500	USD 250	USD 100
4B. Loss of Personal Money	USD 1,000	USD 300	N/A
4C. Delay on Arrival	USD 1,000 (USD 50 / 4 Hours)	USD 500 (USD 50 / 4 Hours)	N/A
4D. Travel Curtailment	USD 5,000	USD 2,500	N/A
Section 5 : Baggage Benefits			
5A. Baggage Delay	USD 1,000 (USD 50 / 4 Hours)	USD 250 (USD 50 / 4 Hours)	N/A
5B. Baggage Damage / Loss by Common Carrier	USD 500	USD 250	N/A
5C. Loss of Baggage & Personal Effects	USD 2,500	USD 500	USD 250
Section 6 : Other Travel Related Benefits			



Travel Assurance
Before, During & After



6A. Personal Liability	USD 1,000,000	USD 250,000	N/A
6B. Home Away Protection	USD 5,000	N/A	N/A
6C. Mugging	USD 100	N/A	N/A
Section 7 : 24/7 Emergency Assistance	Included	Included	Included

Free coverage is afforded for one (1) accompanying named Infant per Insured Person for Sections 1A, 2A, 3A & 3B. Benefits applicable are 10% of the Limits.

Family Plan Benefits: Sum insured Per Family Plan is up to 300% of the benefit limits. Children (each) are entitled up to 10% of the limit for Section 1A.



Tune Protect Travel Assurance Before, During & After (Inbound)

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 Travel Assurance Before, During & After Certificate of Insurance** has been issued, the **Insurers** agree to insure the individuals who purchased the **Tune Protect Travel Assurance Before, During & After** (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.

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.		regulation of civil aviation.
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.	Annual Cover Protection Plan	Refers to a Policy for multiple Trips over the period of insurance. Each Trip is up to <u>90 days</u> from the date of arrival to the date of return to Country of Issuance.
Airline Authority	Means government authority in a country that oversees the approval and	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 inbound flight will arrive within the Geographical Areas
Customary Charges	means an expenses which is 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 is incurred; and should not include charges that would not have been make 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 Plan Benefits	2 adults aged 75 and below and 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 first departure.



First Arrival Date	refers to the date of arrival shown on Insured Travel Itinerary.
Home	Your usual place of residence in Kuwait .
Immediate Family Members	refers to Legal Spouse, Legal Adoption And / Or Biological Children, Children-In-Law, Siblings, Parents, Parents-In Law, Grandparents
Infant	Refers to a child, who is between the ages of 30 days to 2 years at the first departure date of the Schedule Flight. The covered Infant receives coverage under Sections 1A, 2A, 3A & 3B. Benefits applicable are 10% of the Limits.
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, Arrival Times, transfers and destination points shall be established by reference to the Insured Person's Scheduled Flight ticket.
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 .
Travelling Companion	Any person that has booked to travel with You on Your Trip .
Trip	Your holiday or journey overseas for the purpose of leisure and / or business. Your trip shall start at the time



	<p>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.</p> <p>Note: Traveling in Excess of the Trip limits will invalidate the whole coverage under this Policy.</p> <p>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.</p>
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	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.



SECTIONS OF INSURANCE

SECTION 1 - PERSONAL ACCIDENT BENEFITS

SECTION 1(A) – ACCIDENTAL DEATH AND PERMANENT DISABLEMENT

In the event of an **Accident** happening during the **Trip**, if the **Insured Person** suffers bodily injury which results in his death or disablement, the **Company** will, subject to the exclusions, limitations, provisions and terms of the **Policy**, pay compensation as provided in the Table of Compensation below:-

Table of Compensation		
	Events	Percentage of Amount of Benefit
1	Accidental Death	100%
2	Total and irrecoverable loss of sight of an eye or both eyes	100%
3	Permanent loss of use of one or both limbs	100%
4	Total and irrecoverable loss of sight of one eye and loss of use of one limb	100%
5	Permanent Total Disablement, other than loss of sight or limb	100%

Provided that:-

- (1) such death or disablement occurs within one hundred and eighty (180) calendar days immediately after the date of **Accident** causing such death or disablement ;
- (2) the maximum compensation for which the **Company** shall be liable in respect of one **Insured Person** is 100% of the Amount of Benefit specified for Personal Accident

Benefits as detailed in the Insurance Coverage Plan.

Exposure and Disappearance Extension

When, by reason of an **Accident** covered by this **Policy**, the **Insured Person** is unavoidably exposed to the elements and, as a result of such exposure, suffers death or disablement for which benefit is otherwise payable hereunder, such death or disablement shall be covered under this **Policy**.

If the body of the **Insured Person** has not been found within one (1) year after disappearance, sinking or wrecking of the conveyance in or on which the **Insured Person** was traveling at the time of the **Accident**, it will be presumed that the **Insured Person** suffered death resulting from bodily injury caused by an **Accident** at the time of such disappearance, sinking or wrecking, and the **Company** shall forthwith pay the benefit under this **Policy** provided the person or persons to whom such benefit is paid to shall give an undertaking to refund such sum to the **Company** if the **Insured Person** is subsequently found to be alive.

SECTION 2 – MEDICAL BENEFITS

SECTION 2(A) – ACCIDENTAL AND SICKNESS MEDICAL REIMBURSEMENT

The **Company** will indemnify the **Insured Person** up to the maximum limit for Medical Reimbursement as specified in the Schedule of Benefits subject to an **Excess** of USD One Hundred (USD100.00) only per claim for **Medical Expenses** which are reasonable and **Customary Charges** incurred during a **Trip**. In the event of hospitalisation, Emergency Travel Assistance, a Medical Emergency Assistance representative appointed by the **Company** will provide emergency medical assistance during the **Trip** and may arrange, on a case-by-case basis, subject to approval from the **Company**,



an advance of payment to the Hospital subject to:-

- (a) initial treatment for an **Accident or Sickness** must be received during the **Trip**; and
- (b) all expenses must be incurred within thirty (30) days after the expiry date of the respective **Tune Protect Travel Assurance Before, During & After (Inbound) Certificate of Insurance** issued to the **Insured Person** under this **Policy**.

SECTION 2 (B) – FOLLOW UP TREATMENT IN HOME COUNTRY

The maximum sum payable for **Medical Expenses** for follow-up treatment incurred in Home Country must be within thirty (30) days from the expiry date of the respective **Tune Protect Travel Assurance Before, During & After** and not exceeding 1% of the limit as specified for Medical Reimbursement in the Schedule of Benefits. The amount is a sub-limit of the aggregate total payable benefit amount under the Schedule of Benefits for Medical Reimbursement.

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;

SECTION 2 (C) – COMPASSIONATE VISIT

In the event that the **Insured Person** is hospitalised overseas for more than five (5) days as a result of **Accident** or **Sickness**

sustained whilst on the **Trip** and his/her medical condition forbids evacuation, we will pay for the reasonable travel fare (economy air travel or first class rail travel) and hotel accommodation expenses necessarily incurred by one **relative** or one friend to visit and stay with the **Insured Person**, as recommended by a Physician, up to the maximum limit as specified for Compassionate Visit in the Schedule of Benefits.

Or;

In the event that the Insured Person suffers from death whilst on the **Trip**, we will pay for the reasonable travel fare (economy air travel or first class rail travel) and hotel accommodation expenses necessarily incurred by one **relative** or one friend to assist with the insured person's repatriation and burial or cremation at the location of death

This Policy will only pay for any one claim under Section 2(C) Compassionate Visit, either due to Hospitalisation or Death of Insured Person but NOT BOTH.

Special Conditions Applicable to Section 2(A), 2(B), 2(C)

The **Company** is not 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** is not 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) Pregnancy and its consequences and its related medical treatments ;
 - (d) mental or emotional disorder
 - (e) sexually transmitted diseases, AIDS, HIV infections and AIDS related infections ;
 - (f) cosmetic surgery, apart from reconstructive surgery in consequence of a covered **Accident** ;
 - (g) follow-up non-medical treatment of any kind resulting from an **Accident** or **Sickness**, psychoanalytical treatment, stays in a legally registered nursing homes ;

- (h) 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) care provided by a chiropractor, osteopath, herbalist, acupuncturist or any other practitioner of alternative medicine;
- (j) non-emergency medical check-ups;
- (k) vaccinations and their post complications.

SECTION 3 – EVACUATION AND REPATRIATION BENEFITS

SECTION 3(A) – EMERGENCY MEDICAL EVACUATION

In the event that an **Insured Person** requires evacuation urgently due to an **Accident** or **Sickness** occurring during the **Trip**, Emergency Travel Assistance will organise for an emergency medical transport to the nearest medical facility that is adequately equipped to treat the **Insured Person's** medical condition. The type of transportation will depend on the availability and the gravity of the **Insured Person's** condition.

In the event that medical repatriation is necessary, Emergency Travel Assistance will repatriate the **Insured Person** back to either his **Home** or habitual residence in the **Home** country. Alternatively, Emergency Travel Assistance will arrange for the resumption of the **Insured Person's** interrupted **Trip** as far as it is practical to do so, subject to the cost of repatriation and subject to maximum limit as specified for Emergency Medical Evacuation in the Schedule of Benefits.

SECTION 3(B) – REPATRIATION OF MORTAL REMAINS

In the event of death of the **Insured Person** due



to an **Accident** or **Sickness** during the **Trip**, Emergency Travel Assistance will organise the repatriation of his mortal remains back to his habitual residence in the **Home** country subject to the maximum limit as specified for Repatriation of Mortal Remains in the Schedule of Benefits. The process of burial, embalming, casket and ceremonies are **NOT** covered in the repatriation coverage unless it is mandated by legislation or regulation.

This Policy will only pay for EITHER ONE claim under Section 3(A) - Emergency Medical Evacuation OR Section 3(B) – Repatriation of Mortal Remains but NOT BOTH.

SECTION 4 – TRAVEL INCONVENIENCE BENEFITS

SECTION 4(A) – LOSS OF TRAVEL DOCUMENTS

In the event the **Insured Person's** passports, travel tickets and other relevant travel documents are lost as a result of robbery, burglary, theft or natural disaster during the **Trip**, the **Company** will reimburse the **Insured Person** up to the limit as specified for Loss of Travel Documents in the Schedule of Benefits for actual cost of obtaining replacement passports, travel tickets and other relevant travel documents lost as well as any reasonable travel expenses, communication expenses and hotel accommodation that are necessarily incurred to replace such lost documents.

Provided always that:-

- (a) the **Insured Person** shall exercise reasonable care for the safety and supervision of the documents ; and
- (b) any loss of passport must be reported to the police having jurisdiction at the place of loss within 24 hours of the discovery of loss.

SECTION 4(B) – LOSS OF PERSONAL MONEY

The **Company** will reimburse the **Insured Person** up to the limit as specified for Loss of Personal Money in the Schedule of Benefits for actual loss of cash, bank or currency notes, travellers checks, postal or money orders during the **Trip** 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.

Special Exclusion to Section 4(B) – Loss of Personal Money

The **Company** shall not be liable for any loss of cash, bank or currency notes, traveller's cheques, postal or money orders kept in the check-in baggage with a **Common Carrier**.

SECTION 4(C) – DELAY ON ARRIVAL

In the event the **Insured Person's Scheduled Flight** of arrival is delayed for at least four (4) consecutive hours from the original scheduled arrival time to the country of arrival specified in the itinerary supplied to the **Insured Person**, and this delay is due to inclement weather, equipment failure or industrial action by any employee of the **Airline**, the **Company** will pay the **Insured Person** USD Fifty (USD50.00) only for the first four (4) consecutive hours of delay, followed by further sum of USD Fifty (USD50.00) for every four (4) consecutive hours of delay thereafter, up to the maximum limit as specified for Delay on Arrival in the Schedule of Benefits.

The period of delay shall be calculated from the original scheduled arrival time of the



Scheduled Flight until the commencement of the first available alternative flight offered by the **Airline**. A letter from the **Airline Authority** or its handling agents confirming the duration and reason of such delay shall suffice as proof for purposes of claim for this benefit.

Special Exclusions applicable to Section 4(C) – Delay on Arrival

The **Company** shall not be liable for any loss arising from:-

- (a) the failure of the **Insured Person** to check-in according to the itinerary supplied to him/her.
- (b) the failure of the **Insured Person** to obtain written confirmation from **Airline Authorities** or its handling agents of the number of hours delayed and the reason for such delay.
- (c) strike or industrial action of companies / carrier involved already in existence on the date the **Trip** is arranged.
- (d) the late arrival of the **Insured Person** at an airport (except for late arrival caused by a strike or an industrial action).
- (e) Arising from cancellation or rescheduling of the **Scheduled Flight** unless due to natural disaster or equipment failure.
- (f) any travel insurance purchased within four **(4) hours** from the First Scheduled Departure Time as stated in the **Insured Person's** ticket or travel itinerary.

SECTION 4(D) – TRAVEL CURTAILMENT

The **Company** shall reimburse the **Insured Person** up to the maximum limit as specified for Travel Curtailment in the Schedule of Benefits for any unused and non-refundable portion of the necessary and reasonable travel and accommodation expenses if at the time of scheduled departure the Insured has to curtail his **Trip** to return directly to **Home** country due to the occurrence of any of the following events:-

- (a) Hospitalisation of the **Insured Person** due to Serious **Illnesses** or serious **Accidental** bodily injury ;
- (b) Emergency Medical Evacuation of the Insured Person by Emergency Travel Assistance.
- (c) Death of **Insured Person's Immediate Family Member**;
- (d) Hospitalisation of **Insured Person's** immediate **Family** Member which requires the presence of the **Insured Person**.

Coverage under this section is effective only if coverage is incepted before the **Insured Person** becomes aware of any circumstances which could lead to the disruption of the **Trip**.

Special Exclusions applicable to Section 4(D) – Travel Curtailment

The **Company** shall not be liable for any loss resulting directly or indirectly (in whole or in part) from:-

- (i) criminal acts committed by the **Insured Person**;
- (ii) **War**, riot, popular movements, terrorist acts ;
- (iii) **pre-existing medical conditions** ;
- (iv) any effect of a source of radioactivity;
- (v) pollution ;
- (vi) **Epidemics** ;
- (vii) **Pandemic** ;
- (viii) natural catastrophes
- (ix) climatic events such as lack of snow, etc.
- (x) for any loss which is or will be compensated by the **Airline**

SECTION 5 – BAGGAGE BENEFITS

SECTION 5(A) – BAGGAGE DELAY

The **Company** will pay the **Insured Person** USD Fifty (USD50) for every four (4) complete hours whereby **Your** checked-in baggage is delayed, misdirected or temporarily misplaced by the **Airline** from the time of **Your** arrival at the



scheduled destination abroad till the time **You** received **Your** baggage. The maximum amount payable is up to the limit specified in the Schedule of Benefits.

Special Exclusions applicable to Section 5(A) – Baggage Delay

We will not pay for claims in respect of:

1. Baggage delay not immediately reported to the **Airline Authorities**.
2. Confiscation or detention by customs, immigration and/or public authorities
3. Baggage delay on **Your** return journey to **Home** Country except for non-**Resident**.
4. **Your** failure to obtain a written confirmation from the **Airline Authorities** or their handling agents on the actual date and time of baggage delivery.

SECTION 5(B) – BAGGAGE DAMAGE / LOSS BY COMMON CARRIER

If **Your** baggage carried along or purchased while on a **Trip** are damaged / loss due to the negligence of the **Common Carrier**, at **Our** sole discretion **We** will reimburse **You** for the repair cost of the damaged baggage, up to the amount specified for Baggage Damage by Common Carrier in the Schedule of Benefits, provided that the baggage must have been checked-into the **Common Carrier**;

You should make a claim against the **Common Carrier** first before making a claim against Us and such claims must be submitted with proof of compensation received from the **Common Carrier** or if such compensation is denied, proof of such denial is required.

SECTION 5(C) – LOSS OF BAGGAGE AND PERSONAL EFFECTS

The **Company** will indemnify the **Insured Person** for up to the maximum limit as specified for Loss of Baggage and Personal Effects in the Schedule of Benefits subject to the limit of USD One Hundred (USD100.00) per

item and USD Three Hundred (USD300.00) per valuable item only , per one **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 baggage and personal effects which includes suitcases, trunks, hand baggage as well as their contents, whether checked in or hand carried, caused by the **Airline**.

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 by 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.

All jewellery, articles consisting in whole or in part of silver, gold, or platinum objects made with precious materials, precious stones, pearls, watches, articles trimmed with or made mostly of fur, portable photographic, cinematographic, computer or telephone equipment, equipment for the recording of



sound or pictures and its accessories, are only covered against theft if such item or equipment are physically carried along personally by the **Insured Person** for the **Scheduled Flight** or during the **Trip**.

Special Exclusions applicable to Section 5(C) – Loss of Baggage and Personal Effects

(a) This insurance does not cover:-

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. eye glasses, contact lenses, hearing aids, prosthetic limbs, artificial teeth or dental bridges
7. toiletries, cosmetics of any kind
8. accessories of any kind including fashion accessory
9. films, tapes, cassettes, cartridges or discs, pen-drive, memory card and the like
10. hand-held mobile telephones, pagers, portable computer equipment including personal digital assistance and its accessories
11. keys
12. musical instruments, objects of art, antiques, collector's items, furniture
13. perishables and consumables
14. ski sets, bicycles, sailboards, golf clubs, tennis rackets and other sporting equipment except whilst checked in as baggage

(b) The **Company** shall not be liable for any loss or damage resulting from:-

1. breakage or brittle of fragile articles, cameras, musical instruments, radios and such similar property

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 **Airline**.

This Policy shall NOT pay for 5(A) – Baggage Delay and 5(C) – Loss of Baggage at the same time for any one Scheduled Flight with the exception that if the Baggage was later found damaged or loss upon receipt of Baggage.

SECTION 6 – OTHERS TRAVEL RELATED BENEFITS

SECTION 6(A) – PERSONAL LIABILITY

The **Company** agrees to indemnify the **Insured Person** against his/her personal liability at law for damages and any claimant's cost and expenses up to the maximum limit specified for Personal Liability in the Schedule of Benefits in respect of:-

- (a) **accidental** bodily injury to persons
- (b) **accidental** damage to property

occurring during the **Trip**. Provided that the total aggregate limit of liability of the **Company** for all claims under this section in respect of such damages and/or costs and expenses incurred with the written consent of the **Company** in the defense or settlement of any such claim shall not exceed the maximum limit



specified for Personal Liability in the Schedule of Benefits.

Special Exclusions to Section 6(A) – Personal Liability

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.

Special Conditions applicable to Section 6(A) – Personal Liability

Upon the happening of any event which may give rise to a claim under this Section, the **Insured Person** shall within thirty (30) days therefrom give written notice to the **Company** with full particulars. Every letter, claim, writ of summons or process in respect of such claim shall be forthwith forwarded to the **Company** upon receipt of the same by the **Insured Person**. No admission offer promise payment or indemnity shall be made or given by or on behalf of the **Insured Person** without the written consent of the **Company** which shall be entitled to take over and conduct in the name of the **Insured Person** the defence or settlement of any claim or to prosecute in the name of the **Insured Person** for its own benefit any claim and shall have full discretion in the conduct of any proceedings and in the settlement of any claim. The **Insured Person** shall give all such assistance as the **Company** may require.

SECTION 6(B) – HOME AWAY PROTECTION

If **Your** place of residence in **Your Home** country is left vacant while **You** are on a **Trip** and **You** suffer physical loss or damage to **Your** household contents, personal **Valuables** and personal effects belonging to **You** and individuals who reside permanently with **You** due to burglary, **We** will pay up to the maximum number of days of coverage and the amount specified in the Schedule of Benefits but always subject to the following:

- (a) the burglary occurred within thirty one (31) days from the departure date.



(b) **You** must provide a police report to evidence the occurrence that indicates the incident happened within the period of insurance in order for **Us** to pay the claim; unless **You** are legally incapable of doing so; and

(c) in no event, will **We** pay for more than the replacement cost of the covered household content, personal **Valuables** and/or personal effects.

For the purpose of **Home** Away Protection, personal effects shall refer to items of valuable clothing, handbags, belts, shoes and pens

Basis of settlement

For any loss covered under this benefit, **We** shall be entitled at **our** sole discretion to repair, reinstate, or replace the household contents, personal **Valuables** and personal effects lost or damaged as the case may be.

In cases where **We** replace any household contents, personal **Valuables** and personal effects, replacement may:

- (a) be a different model;
- (b) be made by a different manufacturer;
- (c) not include the identical features and functions; or
- (d) be of like kind and quality.

Special Exclusions applicable to Section 6(B) – Home Away Protection

For purposes of **Home** Away Protection, **We** will not pay benefits for a loss due to or expenses incurred for:

- 1) losses that occur when **Your** travel duration is less than two (2) days
- 2) losses to cover household contents which **You** carried with **You** during the **Trip**;
- 3) losses that are due to events other than burglary, including but not limited to fire, smoke, lightning, wind, water, flood, landslide, or other acts of god;
- 4) losses due to or related to a nuclear, biological or chemical event;

5) property that is insured under any other insurance **Policy** unless its coverage does not extend to cover such loss or damage covered in this **Policy**;

6) property that is covered under a guarantee or warranty unless the loss or damage is not otherwise covered;

7) motor vehicle equipment and accessories when not attached to the motor vehicles (including communication devices solely for use in the motor vehicle);

8) cash, bank and currency notes, cheques, travellers cheques, money orders, postal orders, postage stamps, securities, negotiable instruments of any kind, bullion, rare or precious coins, documents or tickets of any kind, unset gemstones; and

9) livestock, pets, animals, plants or other living creatures.

SECTION 6(C) – MUGGING

We will pay up to the amount specified in the Schedule of Benefits if **You** are violently assaulted attacked while withdrawing funds from an automatic teller machine (ATM) or **within half an hour** (1/2) thereafter during the **Trip**.



GENERAL EXCLUSIONS APPLICABLE TO ENTIRE POLICY

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 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 ENTIRE POLICY

- (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 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**
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 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 a **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** 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 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 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.