



**Travel
Cancellation**

**Master Policy Number:
QIC-07-B2BC-108-16-16**

Underwritten by



Tune Protect Travel Cancellation

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 insurance Policy. Please read the Policy Wording carefully to understand the coverage and applicable sections based on the plan purchased to ensure that the same suits Your requirements and needs best.

1. Your travel insurance Policy

- 1.1. This travel insurance provides coverage for specified events that occur before, during and in connection with **Your Trip**.
- 1.2. **You** are covered for any unforeseen circumstances that result in cancellation of your planned Trip; and /or during Your Trip, you need to re-book your tour due to Common Carrier Delay.
- 1.3 You are covered up to a maximum of thirty (30) 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**.
- 1.4 If **You** are travelling one way, the coverage will cease after three (3) days following the start date mentioned on **Your Certificate of Insurance**.
- 1.5 **You** can call **Us** 24-hours a day, three hundred and sixty five (365) days a year or email **Us** as below:-

Middle East: +97143619210

Indian Subcontinent: +911244688488

Europe / North Africa: +441786310605

US & Canada: +17864727700

Email: travelassurance@tuneprotect.com

2. Premiums and Payments

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

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	US & Canada
Tune Protect Commercial Brokerage LLC Blue Bay Tower, Level 8, No. 807, Business Bay Dubai, UAE P.O. Box: 124177	Asia Medical Assistance Pvt Ltd C/o Private Hospital 4th Floor, DLF city II, MG Road Gurgaon Haryana India 122002	AMA Assistance GmbH Austria Austraße A-3550 Langenlois, Austria	Tune Protect Commercial Brokerage LLC Blue Bay Tower Level 8, No. 807, Business Bay Dubai, UAE P.O Box: 124177
Telephone: +97143619210	Telephone: +911244688488	Telephone: +441786310605	Telephone: +17864727700
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, exclusions, general conditions and exclusions. **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 two (2) to seventy five (75) years at the First Departure Date of the Scheduled Flight and the applicable premiums had been fully paid.

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 occurs resulting in the claim as a result from **Your** carelessness, **We** may not pay **Your** claim.

5 No Liability/Restriction

We are not liable to make any payment for any liability under any Benefit 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 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**.

6. 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.

7. 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.

Tune Protect Travel Cancellation

Policy Terms & Conditions

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

Schedule of Benefits

Travel Cancellation Coverage is afforded as follows:

One Way Plan	Platinum Plan/Limit	Gold Plan/Limit	Silver Plan/Limit
1 – 3 Days	Up to USD 3,000	Up to USD 2,000	Up to USD 1,500

Return Plan	Platinum Plan/Limit	Gold Plan/Limit	Silver Plan/Limit
Trip duration			
1 – 7 Days	Up to USD 3,000	Up to USD 2,000	Up to USD 1,500
8 – 15 Days	Up to USD 3,500	Up to USD 2,500	Up to USD 2,000
16 – 30 Days	Up to USD 4,000	Up to USD 3,000	Up to USD 2,500

Tune Protect Travel Cancellation

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 Cancellation Certificate of Insurance** has been issued, the **Insurers** agree to insure the individuals who purchased the **Tune Protect Travel Cancellation** (hereinafter referred to as the “**Insured Person**”) from appointed Sales Representatives 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.
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.
Air Ticket	refers to any air ticket(s) issued in Your name by Airline for a Trip as mentioned in the itinerary (electronic acknowledgement

	generated upon purchased of the air ticket)
Acts of Terrorism	means any actual or threatened use of force or violence directed at or causing damage, injury, harm or disruption, or commission of an act dangerous to human life or property, against any individual, property or government, with the stated or unstated objective of pursuing economic, ethnic, nationalistic, political, racial or religious interests, whether such interests are declared or not. Robberies or other criminal acts, primarily committed for personal gain and acts arising primarily from prior personal relationships between



	perpetrator(s) and victim(s) will not be considered as an Act of Terrorism. Act of Terrorism also includes any act, which is verified or recognised by the (relevant) government as an Act of Terrorism or reported through certified media such as National Newspapers.
Airline Authority	Means government authority in a country that oversees the approval and regulation of civil aviation.
Administration	Means the cost that the vendor / supplier will charge to the Insured to replace tour / services that the Insured miss due to Common Carrier delay.
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 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
First Departure Date	refers to the date of departure shown on Insured Travel Itinerary.
Home	Your usual place of residence in Iraq .
Immediate Family Members	refers to Legal Spouse, Legal Adoption And / Or Biological Children, Children-In-Law, Siblings, Parents, Parents-In Law, Grandparents
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 six (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 twelve (12) months from the date of occurrence. And, at the end of those twelve (12) months, is in our medical advisor's opinion, such conditions is not going to improve.
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> years period preceding the Policy effective date, or a condition for which hospitalization or surgery was required within a <u>five (5)</u> years 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 Iraq 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.
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	<p>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 Tune Protect Cancellation 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:</p>

	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.
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.



TRAVEL CANCELLATION

The **Company** shall reimburse the **Insured Person** up to the maximum limit as specified for the Travel Cancellation in the Schedule of Benefits for any unused and non-refundable portion of the necessary and reasonable **Common Carrier** travel expenses, accommodation expenses or cancellation / Administration charges.

The above benefit applies if at the time of scheduled departure, the **Insured Person** is prevented from taking the **Scheduled Flight** on the Scheduled Departure Date due to the occurrence of any one of the following events within fourteen (14) days prior to the First Scheduled Departure Date or events occurring during the Trip. :-

- (a) Events in connection with an **Insured Person's Immediate Family Member** suffering from:-
 - (i) death; or
 - (ii) hospitalisation, which requires the presence of the **Insured Person**, which is not anticipated at the purchase date of the Air Ticket
- (b) Events in connection with :-
 - (i) hospitalisation of the **Insured Person** due to serious **Illnesses** or serious **Accidental** bodily injury not anticipated at the purchase date of the Air Ticket;
 - (ii) Serious damage to the **Insured Person's** vehicle within forty eight (48) hours before the **First Departure Date** ;
 - (iii) Serious damage to the **Insured Person's** principal residence due to fire, flood or similar natural disaster such as tornado, earthquake, hurricane etc. requiring his presence on the premises on the **First Departure Date** ;
 - (iv) The **Insured Person** being kidnapped, detained, quarantined or subpoenaed to attend a civil

proceeding not anticipated at the purchase date of the Air Ticket.

- (v) Acts of Terrorism in the Country of arrival not anticipated at the purchase date of the Air Ticket.
- (vi) If any part of the planned trip/tour (as per original itinerary) is cancelled/postponed due to the Common Carrier's delay caused by technical issue.

Special Exclusions applicable – Travel Cancellation

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**, popular movements;
- (iii) **Pre-existing medical conditions** ;
- (iv) any effect of a source of radioactivity;
- (v) pollution ;
- (vi) **Epidemic** ;
- (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/ Common Carrier**
- (xi) Your failure to check in according to the itinerary supplied to You or failure to obtain a written confirmation from the carriers or their handling agents of the number of hours of delay.
- (xii) Common delay due to strike, riot or industrial action.
- (xiii) Claims on unused / non-refundable cost of tour (as per original itinerary) if the replacement tour / itinerary benefit is compensated by Us/vendor/supplier.



GENERAL EXCLUSIONS APPLICABLE TO ENTIRE POLICY

This insurance Policy 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 under the order of any government or public or local authority;
- (3) any violation or attempt of violation of laws or resistance to arrest by appropriate authority;
- (4) 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) ;
- (5) 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
- (6) 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) 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) ;
- (18) 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 ;
- (19) driving or riding in any kind of race involving motorized vehicles ;
- (20) late arrival of the **Insured Person** at the airport for the **Scheduled Flight** after the official check-in time ;
- (21) engaging, practicing or participating in sport in a professional capacity or
- (22) when an **Insured Person** would or could earn income or remuneration from engaging in such sport ;
- (23) 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.
- (24) any loss resulting directly and indirectly (in whole or in part) from :
- (a) Pandemic**
- (b) Epidemic**
- (25) any loss, injury, damage or legal liability arising directly or indirectly due to any sanction, prohibition and/or restriction per the United Nations resolutions, sanctions, laws and/or any regulations



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 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**
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 **United States 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 **Iraq** or for non-Residents, to their travel through **Iraq** or to their transit through an **Iraq 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 **Iraq** 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 first. When the amount claimed exceeded the sum insured for the first policy, **You** may claim the excess amount from the second **Policy**.

(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.