



**Travel Easy**

**Master Policy Number:  
QIC-07-B2BT-108-17-06**

**Underwritten by**



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



Travel Easy



## Tune Protect, Travel Easy

### 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.**

#### 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 during the journey of Your Flight as per the travel itinerary (the start and end dates are set out in **Your Certificate of Insurance**). All **Trips** must begin and end in the **Country of Issuance**.

**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](mailto: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 Privat 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: <a href="mailto:travelassurance@tuneprotect.com">travelassurance@tuneprotect.com</a>			

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



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## GENERAL INFORMATION

### 1 Contract of 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 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 Rejection of Claim

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

### 4 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 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**.

### 5 More information?

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



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## 6 Data Disclosure

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

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



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## Tune Protect, Travel Easy Policy Terms & Conditions

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

### Schedule of Benefits

Coverage is afforded as follows:

One Way Plan	Platinum Plan/Limit	Gold Plan/Limit	Silver Plan/Limit
<b>Section 1 : Flight Inconvenience Benefits</b>			
1A. Travel Delay	Up to USD 500 (USD 25 for every four (4) consecutive hours of delay)	Up to USD 300 (USD 25 for every four (4) consecutive hours of delay)	Up to USD 250 (USD 25 for every four (4) consecutive hours of delay)
<b>Section 2 : Baggage Benefits</b>			
2A. Baggage Delay	Up to USD 500 (USD 25 / every four (4) consecutive hours of delay)	Up to USD 300 (USD 25 /every four (4) consecutive hours of delay)	Up to USD 200 (USD 25 / every four (4) consecutive hours of delay)
2B. Baggage Damage / Loss by Common Carrier	Up to USD 650 (Any 1 item USD 100) (Valuable Item USD 200)	Up to USD 450 (Any 1 item USD 100) (Valuable Item USD 200)	Up to USD 250 (Any 1 item USD 100) (Valuable Item USD 200)

Return Plan	Platinum Plan/Limit	Gold Plan/Limit	Silver Plan/Limit
<b>Section 1 : Flight Inconvenience Benefits</b>			
1A. Travel Delay	Up to USD 700 (USD 25 for every four (4) consecutive hours of delay)	Up to USD 400 (USD 25 for every four (4) consecutive hours of delay)	Up to USD 300 (USD 25 for every four (4) consecutive hours of delay)
<b>Section 2 : Baggage Benefits</b>			
2A. Baggage Delay	Up to USD 700 (USD 25 / every four (4) consecutive hours of delay)	Up to USD 400 (USD 25 / every four (4) consecutive hours of delay)	Up to USD 300 (USD 25 / every four (4) consecutive hours of delay)
2B. Baggage Damage / Loss by Common Carrier	Up to USD 800 (Any 1 item USD 100) (Valuable Item USD 200)	Up to USD 600 (Any 1 item USD 100) (Valuable Item USD 200)	Up to USD 500 (Any 1 item USD 100) (Valuable Item USD 200)



## Tune Protect, Travel Easy

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 Easy Certificate of Insurance** has been issued, the **Insurers** agree to insure the individuals who purchased the **Tune Protect Travel Assurance, Travel Easy** (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.
Airline	Means any Airline operated under a license for the regular transportation of fare-paying passengers over fixed schedule flying routes between established licensed commercial airports.
Airline Authority	Means government authority in a country that oversees the approval and regulation of civil aviation.

Certificate of Insurance	Means a certificate which is issued by <b>Us</b> to <b>You</b> after payment of the applicable premium has been made and received by <b>Us</b> .
Chartered Flights	Means air conveyance organized by the travel agent for travel on regular and published routes for a period of one (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	Refer to any registered operator, who is licensed with the local government and provides regular scheduled transportation services for individuals who travel as fare paying passengers in vehicles as listed below: airport limousine, bus, coach, taxi, ferry, hovercraft,



Travel Easy



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Kuwait Qatar Insurance Company (KQIC)

	hydrofoil, ship, train, tram or underground train.
Country of Issuance	The country where <b>Your</b> 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 <b>Your</b> journey from <b>Your Home</b> country to <b>Your</b> destination begins and where the final part of <b>Your</b> journey back to <b>Your Home</b> 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	<b>Your</b> usual place of residence in <b>Kuwait</b> .
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 <b>illness</b> . (iii) Agents spread easily and sustainably among humans.
Personal Belongings and Baggage	Each of <b>Your</b> suitcases, trunks and similar containers (including their contents) and articles worn or carried by <b>You</b> (including <b>Your Valuables</b> ).
Policy	means this document including the <b>Schedule of Benefits</b>
Resident	A person who has their main <b>Home</b> in Kuwait and has not spent more than six <b>(6) consecutive months</b> abroad during the year before the <b>Policy</b> was issued.
Sales Representatives	Refers to appointed Travel Agents of Tune Protect Commercial Brokerage.
Scheduled Flight	Refers to commercial flights scheduled by any





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

	<p><b>Airlines</b> 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, <b>Scheduled Flight</b> 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 <b>Scheduled Flight</b> ticket.</p>		<p><b>You</b> pay the insurance premium.</p> <p><b>Note:</b> Traveling in <b>excess</b> of the <b>Trip</b> limits will invalidate the whole coverage under this <b>Policy</b>.</p> <p><b>Special Note:</b> Please note that the coverage under this <b>Policy</b> expires when <b>You</b> return to <b>Your Country of Issuance</b> irrespective of the duration of <b>Your</b> coverage.</p>
Trip	<p><b>Your</b> holiday or journey overseas for the purpose of leisure and / or business. <b>Your trip</b> shall start at the time that <b>You</b> leave <b>Your</b> address in the <b>Country of Issuance</b> or from the start date shown on <b>Your Certificate of Insurance</b>, whichever is later and end on the date <b>You</b> return to the <b>Country of Issuance</b> or at the end of the period shown on <b>Your Certificate of Insurance</b>, whichever is earlier. Coverage for Trip cancellation benefit starts twenty-four (24) hours following the time that</p>	Third Party Assistance / TPA	<p>A third party company appointed by <b>Us</b> to administer emergency assistance, claims, customer service and any other related assistance.</p>
		Valuables	<p>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.</p>
		War	<p>Any <b>war</b>, whether declared or not, or any warlike activities, including use of military force by any sovereign nation to achieve economic, geographic, nationalistic, political,</p>



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Kuwait Qatar Insurance Company (KQIC)

	racial, religious or other ends.
We, Us, Our	The Company providing the insurance coverage as stated in the <b>Certificate of Insurance</b>

You, Your, Insured Person	Each insured person as named in the <b>Certificate of Insurance</b> attached to this Policy and have duly paid the required premium.
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## SECTION 1 – FLIGHT INCONVENIENCE BENEFITS

### SECTION 1A – TRAVEL DELAY

In the event the **Insured Person's Scheduled Flight** is delayed for at least four (4) consecutive hours from the original scheduled time 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 Twenty Five (USD25.00) only for the first four (4) consecutive hours of delay, followed by further sum of USD Twenty Five (USD25.00) for every four (4) consecutive hours of delay thereafter, up to the maximum limit as specified for Travel Delay in the Schedule of Benefits.

The period of delay shall be calculated from the original scheduled departure 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 1(A) – Travel Delay

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 2 – BAGGAGE BENEFITS

### SECTION 2(A) – BAGGAGE DELAY

The **Company** will pay the **Insured Person** USD Twenty Five (USD25.00) 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 2(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. **Your** failure to obtain a written confirmation from the **Airline Authorities** or their handling agents on the actual date and time of baggage delivery.
4. **Insured Person** did not purchase baggage allowance on the scheduled flight (applies for low cost carrier only).

### SECTION 2(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.

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.

**Special Exclusions applicable to Section 2(B) – Baggage Damage / Loss by Common Carrier**

- (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



## 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) 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) late arrival of the **Insured Person** at the airport for the **Scheduled Flight** after the official check-in time ;
- (9) failure of the **Insured Person** to take reasonable measure to protect, save or recover lost luggage ;
- (10) 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 ;
- (11) investigation which is not medically necessary, or convalescence, custodial or rest care;
- (12) 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.
- (13) 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 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 fully disclose or misrepresentation of any fact with respect to the **Insured Person** that is material to the insurance provided hereunder which is required to be furnished as evidence of insurability ; and/or
  - (b) in all cases of fraud.
- (4) **Alterations**  
The **Company** reserves the right to amend the terms and provisions of the **Policy** and may at any time be amended and changed by written agreement between the **Company** and Tune Protect Commercial Brokerage LLC. Any amendment to the **Policy** shall be binding on all persons whether insured under the **Policy** prior to, during, or after the effective date of the amendment. No alteration in the **Policy** shall be valid unless approved by an authorised representative of the **Company** and such approval be endorsed herein.
- (5) **Currency of Payment**  
Payment of any claim covered under this **Policy** shall be made in **US Dollar** currency or its equivalent in any other currency at the prevailing rate of exchange as declared by the **Central Bank of the Insurance Company** at the time of effecting payment if so required by the **Insured Person** or his permitted legal personal representatives.
- (6) **Compensation Limit**  
The compensation limit is that expressed in the Schedule of Benefits.
- (7) **Ages**  
All ages referred to in this **Policy** shall be the age of the **Insured Person** at his last birthday.
- (8) **Country of Residence**  
Coverage provided to the **Insured Person** is subject to either their residence in Kuwait or for non-**Residents**, to their travel through - **Kuwait** or to their transit through an Kuwait Airport.
- (9) **Notice and Procedures of Claims**
  - (a) Upon the happening of any event which may give rise to a claim, the **Insured Person** shall:-
    - (i) notify the **Company** in writing as soon as possible but not later than thirty (30) days after any event which may give rise to such claim by filling up the claim form as provided by the **Company**;



- (ii) furnish to the **Company** in writing, at the **Insured Person's** own costs and expenses, any evidence and proof including but not limited to information, particulars, accounts, original receipt, invoices, **Insured Person's** statements, reports and any other documents as the **Company** may require and shall be in such form and of such nature as the **Company** may prescribe.
- (iii) produce for the **Company's** examination pertinent documents at such reasonable times and shall co-operate with the **Company** in all matters pertaining to any loss and/or claims. Failure to comply with this condition may prejudice the claim.
- (b) The following information and documents shall be furnished to the **Company** under any circumstances in matters of claims:-
- (i) copies of the record and/or charge forms verifying the relevant **Scheduled Flight** Air Tickets charged to the **Insured Person's** credit card account .
- (ii) a property irregularity report obtained from the **Airline Authorities** in respect of lost luggage including details of the **Scheduled Flight** and/or written details and confirmation of the delay or loss incurred.
- (c) All reasonable measures to protect safeguard and recover such lost baggage and/or personal effects shall be taken by the **Insured Person**. Any delay or non-delivery of baggage shall immediately be reported to an officer of the **Airline Authorities** to receive such notification.
- (10) **Proof of Loss**  
Written proof of loss must be furnished to the **Company** at its said office within ninety (90) days from the date of loss. Failure to furnish such proof within the time required shall not invalidate or reduce any claim if it was not reasonable possible to give proof within such time provided such proof is furnished as soon as possible and in no event, except in the absence of legal capacity, later than one (1) year from the time proof is otherwise required.
- (11) **Effect of Fraud**  
Any fraud, misstatement or concealment in respect of this insurance or any claim hereunder shall render the insurance coverage and benefits provided herein null and void.
- (12) **Medical Examination**  
The **Company** at its own expense shall have the right to require additional proof and request medical examination of the **Insured Person** when and as often as it may reasonably require during the period when the claim is pending and to conduct an autopsy in case of death provided it is not forbidden by law.
- (13) **To Whom Claim is Payable**  
Claims for death benefits in respect of the **Insured Person** shall be payable to the legal beneficiary as stipulated under the **Insured Person's** country's estate laws. Claims for all other benefits will be paid to the **Insured Person**. The process of claim including settlement shall be handled between the **Company** and the **Insured Person**



or his estate as the case may be, whose sole discharge will constitute full and final discharge upon payment.

- (14) Sanctions Clause  
The **Company** 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.