



**Master Policy Number:
QIC-07-B2BE-108-17-01**

Underwritten by



Tune Protect Travel Electronic Assurance (“Insurance Policy”)

INTRODUCTION

This Policy Wording applies in accordance to the plan You have purchased. It contains details of the coverage, conditions, restrictions and exclusions and shall form the basis of the 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 Insurance Policy

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

2. Premiums and Payments

2.1 This **Insurance Policy** cannot be cancelled and premiums paid are not refundable.

3. Law

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

4. Contact Us

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

GCC	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 Tune Protect Travel Electronic Assurance

The Terms and Conditions of this **Insurance Policy** together with the **Tune Protect Travel Electronic Assurance 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** shall not accept **Your** claim. **The Insurance Policy, once purchased, cannot be cancelled and there shall be no refund applicable.**

2 Eligible Persons

- i) All customers who have purchased Silver and Gold Plans of Tune Protect Travel Electronic Assurance where the check in of electronic item is larger than a mobile phone is made compulsory by the air common carrier.

3 Rejection of Claim

- i) If a theft/ loss or damage occurs resulting in claim as a result from **Your** carelessness, **We** shall not pay **Your** claim.
- ii) If **You** have not checked in the electronic item after purchasing the **insurance**, **We** shall not pay **Your** claim.
- iii) If **You** did not provide Property Irregularity Report as a supporting document as proof of loss, **We** shall not pay **Your** claim.

4 No Liability/Restriction

We are not liable to make any payment for any liability under any Schedule of Benefits of this **Insurance 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 **Insurance Policy** is a citizen or instrumentality of the government of, any country against which any laws and/or regulations governing this **Insurance 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 **Insurance 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 **Insurance Policy** and/or **Us**.

5. More information?

If **You** have any questions about this **Insurance 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.

6. Data Disclosure

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

You consent to Us making such information available to authorised third parties including but not limited to any group company, those who provide products or services to Us or any of Our Group Company, and regulatory authorities, within and outside Your country of domicile.

Tune Protect Travel Electronic Assurance Policy Terms & Conditions

This insurance plan is offered exclusively to individuals who have purchased this insurance.

Schedule of Benefit

Coverage is afforded as follows:

Plan Type	Gold (USD)	Silver (USD)
Loss or Damage of Checked-In electronic item of the Insured Person.	Up to USD 1,500 (Max Benefit USD1,500 for one (1) electronic item only)	Up to USD1,000 (Max benefit USD1,000 – for one (1) electronic item only)

Tune Protect Travel Electronic Assurance

Whereas the **Insured Person** has applied for the insurance hereinafter contained and has paid the premium as a consideration for such insurance and a copy of **Tune Protect Travel Electronic Assurance Certificate of Insurance** has been issued, the **Insurers** agree to insure individuals who purchase the **Tune Protect Travel Electronic Assurance** products (hereinafter referred to as the “**Insured Person/You/Your**”) from appointed Sales Representative of Tune Protect Commercial Brokerage LLC against loss or damage covered by this Master Policy (hereinafter referred to as the “**Policy**”) as set out herein and subject always to the exclusions, provisions and terms contained in the Policy.

Definitions and Interpretation

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

Area of Coverage	<p>a) Coverage is limited to that within the geographical limits of an Air Common Carrier’s Countries of Destination.</p> <p>b) If You depart on any Public Transport to travel outside Air Common Carrier’s Countries of Destination, insurance coverage will suspend upon Your check-in for that outbound flight, however, coverage will resume upon Your check-out at immigration upon returning to an Air Common Carrier’s Countries of Destination, provided the period is still within the Policy period stated on Your Certificate of Insurance</p>
Air Common Carrier	Refer to any registered air operator, who is licensed with the local government and provides regular scheduled transportation services for individuals who travel as fare paying passengers.

Countries of Destination	Means all countries of destination serviced by the Air Common Carrier.
Country of Arrival	Refers to country where the Insured Person’s Scheduled Flight is destined to depart.
Country of Issuance	The country where Your first outbound ie. flight will begin within the geographical areas
Departure Point	The airport where Your journey from Your home country to Your destination begins and where the final part of Your journey back to Your home country begins.
First Departure Date	Refers to the date of departure shown on Insured Scheduled Flight.
Resident	A person who has their main home in The United Arab Emirates and has not spent more than six (6) consecutive months abroad during the year before the Policy was issued.



Scheduled Flight	Refers to commercial flights scheduled by an Air Common Carrier, it being always understood that Air Common Carrier has at all times the requisite and valid licenses or similar authorisations for scheduled air transportation and landing rights for fare paying passengers as issued by the relevant authorities in the country in which it operates, and that in accordance with such authorisation, maintain and publish schedules and tariffs for passenger service between named airports. Furthermore, scheduled flights shall comply with the ABC World Airways Guide. In addition, departure times, transfers and destination points shall be established by reference to the Insured Person's Scheduled Flight ticket.
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Checked-In electronic item	Your checked-in electronic item will be covered only when You purchase the Tune Protect Travel Electronic Assurance product. This coverage will be valid up to six (6) consecutive hours from the time of disembarkation at the airport of final destination.
Certificate of Insurance	Means a Certificate of Insurance which is issued by Us to You after premium payment has been made and received by Us.
We, Us, Our, Insurer	The Company as stated in the Certificate of Insurance
You, Your, Insured Person	Each person who has purchased the:- Tune Protect Travel Electronic Assurance product – Gold / Silver Plan and duly paid the required premium.

SECTIONS OF INSURANCE

LOSS OR DAMAGE OF CHECKED-IN ELECTRONIC ITEM

We will indemnify You up to the maximum limit as specified for lost or damage of checked-in electronic item of the Insured Person as stated in the Schedule of Benefits subject to type of plan selected by the **Insured Person**, per **Scheduled Flight** taken, in consequence of: -

- (a) a theft or damage due to theft or any attempted theft;
- (b) loss or damage to the Insured Person's checked-in of electronic item, caused by Air Common Carrier.

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

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

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

as determined at Our sole discretion. Where any item consists of articles in a pair or set, We 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. We 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 electronic item before and after the loss.

Special Exclusions applicable to Loss or Damage to electronic item

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

- (a) a terrorist ;
- (b) a member of a terrorist organisation ; or
- (c) a purveyor of nuclear, chemical or biological weapons ;
- (d) a narcotics trafficker.

We 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 Air Common Carrier.

GENERAL EXCLUSIONS APPLICABLE TO ENTIRE POLICY

This insurance shall not cover: -

- (1) payment which would violate a government prohibition or regulation;
- (2) delay, seizure, confiscation, destruction, requisition, retention or detention by customs or any other government or public authority or official ;
- (3) any violation or attempt of violation of laws or resistance to arrest by appropriate authority;
- (4) members of the armed forces whilst on duty or whilst engaging in or taking part in naval, military or air force service or operations or participating in operations of an offensive nature planned or conducted by any civil or military authorities against bandits, terrorists or other elements;
- (5) Your failure to take reasonable measure to protect, save or recover lost baggage;
- (6) Your failure to notify the relevant Air Common Carrier authorities of missing baggage at the scheduled destination point and to obtain a Property Irregularity Report (“PIR”);
- (7) any loss, damage or legal liability suffered or sustained directly or indirectly by You if You are :-

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 on Our part to make any payment under this **Policy**.
- (3) Misrepresentation and Non-Disclosure of material facts in application for claims
The benefits shall not be payable and the **Policy**, at Our option, shall be considered voidable in the event: -
 - (a) there is a failure to disclose or misrepresentation of any fact concerning You 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
We reserve the right to amend the terms and provisions of the **Policy** and may at any time be amended and



- changed by written agreement between Us 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 Our authorised representative 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 (“**USD**”) 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 You or Your permitted legal personal representatives.
- (6) **Compensation Limit**
The compensation limit is that expressed in the **Schedule of Benefits**.
- (7) **Country of Residence**
Coverage provided to You is subject to either their residence in **UAE** or for non-**residents**, to their travel through **UAE** or to their transit through an **UAE** Airport.
- (8) **Notice and Procedures of Claims**
(a) Upon the happening of any event which may give rise to a claim, You shall: -
(i) notify Us 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 Us;
(ii) furnish to Us in writing, at Your own costs and expenses, any evidence and proof including but not limited to information, particulars, accounts, original receipt, invoices, **Your** statements, reports and any other documents as We may require and shall be in such form and of such nature as We may prescribe.
- (iii) produce for Our examination pertinent documents at such reasonable times and shall cooperate with Us 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 Us 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 Your credit card account.
(ii) a PIR obtained from an Air Common Carrier in respect of lost baggage including details of the **Scheduled Flight** and/or written details and confirmation of the delay or loss incurred.
- (c) All reasonable measures to protect safeguard and recover such lost baggage and/or personal effects shall be taken by **You**. Any delay or non-delivery of baggage shall immediately be reported to an official of Air Common Carrier authorised to receive such notification.
- (9) **Proof of Loss**
Written proof of loss must be furnished to Us at Our said office within three (3) days from the date of loss. Failure to furnish such proof within the time required shall not invalidate or reduce any claim if it was not reasonable possible to give proof

- within such time provided such proof is furnished as soon as possible and in no event, except in the absence of legal capacity, later than one (1) year from the time proof is otherwise required.
- (10) **Effect of Fraud**
Any fraud, misstatement or concealment in respect of this insurance or any claim hereunder shall render the insurance coverage and benefits provided herein null and void.
- (11) **To Whom Claim is Payable**
The process of claim including settlement shall be handled between Us and You or Your estate as the case may be, whose sole discharge will constitute full and final discharge upon payment.
- (12) **Sanctions Clause**
We are 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 You 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 Us 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.
- (13) **Receipts**
We shall not abide by any notice or any trust charge, a lien, assignment or other dealing with the **Certificate of Insurance**. The receipt by You for any compensation payable under this **Policy** shall in all cases be a full discharge of liability for Us.
- (14) **Rights of Nominee**
Consent of nominee where applicable shall not be a pre-requisite to terminate or to cancel this **Policy** or to a change of nominee or for that matter for any changes in this **Policy**.
- (15) **Rights of Ownership**
The **Policy** owner is Tune Protect Commercial Brokerage LLC
- (16) **Incontestability**
No action at law or in equity shall be brought against the Company immediately one (1) year after date of any covered occurrence.
- (17) **Arbitration Clause**
Any dispute which may arise between Us and You and/or Your legal representative in relation to the construction of the **Policy** or rights or liabilities of parties hereto shall be referred to arbitration. The arbitration shall be heard by a single arbitrator to be agreed by the parties hereto within fourteen (14) days of the commencement of the arbitration. In default of such agreement, an arbitrator shall be appointed in accordance with and subject to the provisions of the **Arbitration Act** or any statutory modification of re-enactment thereof for the time being in force.
- (18) **Limitation of Time of Bringing Arbitration**

- If a claim is made under the **Policy** and We have rejected the same, You or Your legal representatives shall commence arbitration proceedings within six (6) months of such rejection, failing which We shall be discharged from all liability whatsoever for that claim.
- (19) **Cancellation**
This **Certificate of Insurance** once issued is **NOT** cancellable or refundable.
- (20) **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 **UAE** Law.
- (21) **Sole Responsibility of Insurance Company.**
Any issues, matters or claims related in whole or part to insurance provided under this Certificate of Insurance shall be the sole responsibility of the insurance Company, and shall not in any way involve Tune Protect Commercial Brokerage LLC.
- (22) **Extension of insurance coverage up to maximum three (3) days (only for the return flight).**
The extension covers any **Insured Person** whose actual itinerary does not correspond to the original itinerary due to rescheduling of flight by Air Common Carrier. The insurance Company will honour valid claims in such a scenario.
- (23) **Duplication of Coverage**
In the event You are covered by more than one (1) **Policy** for same checked in item purchased through Tune Protect Commercial Brokerage LLC 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, We will only entertain the claim that **You are** covered under the **Policy** first issued.
- (24) **General Interpretation**
- A. Wherever the context requires, the masculine form shall apply to the feminine and the singular term shall include the plural and vice versa.
- B. If there is a conflict between a translated text, if applicable, for all purposes, the English text shall prevail.