



Visit Assurance

**Master Policy Number:
QIC-07-B2Bi-109-17-07**

Underwritten by



الشركة الكويتية القطرية للتأمين
Kuwait Qatar Insurance Company (KQIC)



Visit Assurance (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 (PLEASE REFER TO THE DEFINITION SECTION HEREUNDER)**.
- 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 the 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:-

UAE: +97143619210

GCC /Indian Sub-Continent: +911244688488

US & Canada: +17864727700

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**.

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** Certificate of Insurance.

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 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 arrival 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 claim as a result from **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 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?



Visit Assurance



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

8. Data Disclosure

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

The **Insured Person** consents to the **Company** making such information available to authorised third parties including but not limited to any Group 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.



Visit Assurance (Inbound)

Policy Terms & Conditions

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

Schedule of Benefits

Coverage is afforded as follows:

Plan/Limit	
Section 1 : Personal Accident Benefits	
1A. Accidental Death and Permanent Disablement	USD 1,500
Section 2 : Medical Benefits	
2A. Accidental and Sickness Medical Reimbursement	Up to USD 45,000
Section 3 : Evacuation & Repatriation Benefits	
3A. Emergency Medical Evacuation	Up to USD 7,500 (Subject to Medical Reimbursement Benefit Limit)
3B. Repatriation of Mortal Remains	
Section 4 : 24/7 Emergency Assistance	Included

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



Visit Assurance (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 **Visit Assurance Certificate of Insurance** has been issued, the **Insurers** agree to insure the individuals who purchased the **Visit Assurance** (hereinafter referred to as the “**Insured Person**”) from the 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.	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.
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.	Common Carrier	Refers 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, hydrofoil, ship, train, tram or underground train.
Airline Authority	Means government authority in a country that oversees the approval and regulation of civil aviation.	Country of Issuance	The country where Your first inbound Air Arabia flight will arrive within the Geographical Areas
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 .		



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.
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	<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 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 Fifty (USD50.00) 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 **Visit Assurance a (Inbound) Certificate of Insurance** issued to the **Insured Person** under this **Policy**.

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;

Special Conditions Applicable to Section 2(A):
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) 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 ;
 - (h) care provided by a chiropractor, osteopath, herbalist, acupuncturist or



any other practitioner of alternative medicine;

- (i) non-emergency medical check-ups;
- (j) 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.



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 disfiguration, 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 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 under 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 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.