

Welcome to Baggage Loss Insurance by Super Strap

This policy is included as part of the baggage wrap services and/or related services offered by Super Strap. **Baggage Loss Insurance by Super Strap** is provided by Tune Insurance Malaysia Berhad (30686-K), one of Malaysia's leading insurance providers, so **you** can relax knowing **you**'re with a company **you** can rely on.

Please read all these documents carefully and keep them safe.





Baggage Loss Insurance by Super Strap

Introductions

This Policy Wording applies in accordance to the Baggage Loss Insurance 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 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**.

2. Premiums and Payments

2.1 This policy is included as part of the baggage wrap and/or related services offered by Super Strap Operations Sdn Bhd. and/or Zavieyash Operations Sdn Bhd. 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 **Baggage Loss Insurance**.

4. Contact Us

4.1 For **Claims** and **Enquiries**, **We** are happy to assist **You** at baggagewrap@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.

Policy Terms & Conditions

This insurance plan is offered exclusively to individuals (hereinafter referred to as the “**Insured Persons, You, Your**”) who purchase eligible items from Super Strap Operations Sdn Bhd and/or Zavieyash Operations Sdn Bhd at the counter. The items purchased that are eligible for this FREE cover will be Baggage Wrap, Cling Film Security, Spandex Baggage Covers or Security Lock (hereinafter referred to as “**Eligible Items**”)

Schedule of Benefits

Coverage is for RM 300 for each baggage wrapped or protected with spandex baggage cover or security lock sold by Super Strap and/or Zavieyash Operations Sdn Bhd counters in the event of loss of checked-in baggage.

General Information

1. Contract of Travel Insurance

This **Policy Terms and Conditions** of the **Baggage Loss Insurance** forms 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.

2. Eligible Persons

All passengers who have purchased baggage wrap services or any other **Eligible Items** offered by Super Strap Operations Sdn Bhd and/or Zavieyash Operations Sdn Bhd.

3. Rejection of Claim

- i) If a theft resulting in claim occurs as a result of **Your** carelessness, **We** will not pay **Your** claim.
- ii) If **You** have not checked in the baggage after **You** purchased the **Eligible Items**.

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(ies) 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(ies) who is or are declared unable to receive economic benefits under the laws and/or regulations governing this **Policy** and/or **Us**.



5. 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.



Baggage Loss Insurance by Super Strap

Whereas the **Insured Person** has applied for the insurance hereinafter contained and has paid the premium as a consideration for such insurance, Tune Insurance Malaysia Berhad (hereinafter referred to as the "**Insurer / We / Us / Our**") agrees to insure individuals (hereinafter referred to as the "**Insured Person / You / Your**") who purchased the items eligible for free insurance. The items purchased that are eligible for this FREE cover will be Baggage Wrap, Cling Film Security, Spandex Baggage Covers or Security Lock (hereinafter referred to as "Eligible Items") from Super Strap Operations Sdn Bhd and/or Zavieyash Operations Sdn Bhd (hereinafter referred to as "**Super Strap**") 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 Interpretation

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

Air Common Carrier	Any aircraft operated by duly licensed airline, which provides regular scheduled transportation services for fare-paying individual who are traveling as passengers.
Arrival Point	The airport where Your Scheduled Flight is destined to depart to.
Baggage Loss Insurance	An insurance plan offered by Super Strap to their guests covering loss of Checked-In Baggage .
Checked-In Baggage	Your checked-in baggage will be covered only when you purchase eligible items at Super Strap counter. This coverage will be valid up to the time the baggage is collected at the airport of final destination.
Commencement of Cover	Refers to the time You check-in Your baggage at Departure Point .
Country of Issuance	Refers to Malaysia.
Departure Point	The airport where Your journey from Malaysia/Singapore to Your destination begins.
Expiry of Cover	Refers to the time when You collect Your Checked-In Baggage at the Arrival Point .
First Departure Date	Refers to the date of departure shown on Insured's Flight Schedule.
Resident	A person who has their main Home in Malaysia/Singapore and has not spent more than six (6) consecutive months abroad during the year before the Policy was issued.

Schedule d Flight	Refers to commercial flights scheduled by 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, transfer and destination points shall be established by reference to the Insured Person's Scheduled Flight ticket.
Trip	Refers to the period between Commencement of Cover and Expiry of Cover .
Insurer, We, Us, Our	Tune Insurance Malaysia Berhad
You, Your, Insured Person	Each person who has purchased the baggage wrap services from Super Strap baggage wrapping services and/or any items that are eligible for the insurance. The items purchased that are eligible for this FREE cover will be Baggage Wrap, Cling Film Security, Spandex Baggage Covers or Security Lock

LOSS OF CHECKED-IN BAGGAGE

The **Company** will indemnify the **Insured Person** for up to the maximum limit as specified for Loss of checked-in Baggage as stated in the Schedule of Benefits by **Insured Person** and as per **Scheduled Flight** taken to the Insured Person's checked-in baggage.

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

The basis of indemnity shall be based on the schedule of benefits.

In the event of payment is made in other currencies, the currency exchange rate used will be based on the day payment is made.

Any cost, charges and/or fees in relation to overseas bank remittance and/ or issuance of bank draft in respect of the settlement of Insured Person's claim shall be borne solely by Insured Person.

Special Exclusions applicable to Loss of Checked-In Baggage and Personal Effects

- (a) This insurance does not cover:-
1. animals
 2. automobiles and automobile equipment, trailers and caravans, boats and other means of transport equipment
 3. contraband or illegal goods
- (b) **The Company** shall not be liable for any loss resulting from:-
1. confiscation or expropriation by order of any government or public authority
 2. criminal acts
 3. gradual deterioration or wear and tear
 4. insects or vermin
 5. inherent vice or damage
 6. transportation of contraband or illegal trade
 7. seizure whether for destruction under quarantine or custom regulations

GENERAL EXCLUSIONS APPLICABLE TO ENTIRE POLICY

This Insurance does 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) failure of the **Insured Person** to take reasonable measure to protect, save or recover lost luggage ;
- (6) 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;
- (7) any loss, 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.



GENERAL CONDITIONS APPLICABLE TO ENTIRE POLICY

- (1) **Entire Policy**

This Insurance shall indemnify the Insured not more than the maximum sum insured as provided in the schedule of benefits subject to the terms and conditions of the Master **Policy**.
- (2) **Observance of Insurance Terms and Conditions**

The due observation and fulfilment of terms and conditions of this **Insurance policy** shall be conditions precedent to any liability of the **Company** to make any payment under this **Policy**.
- (3) **Misrepresentation and Non-Disclosure of Material facts in Application**

The benefits shall not be payable and the **Policy**, at the option of the **Company**, shall be considered voidable in the event:-

 - (a) there is a failure to disclose or misrepresentation of any fact with respect to the **Insured Person** that is material to the insurance provided hereunder which is required to be furnished as evidence of insurability; and/or
 - (b) in all cases of fraud.
- (4) **Alterations**

The **Company** reserves the right to amend the terms and provisions of the **Policy** and may at any time be amended and changed by written agreement between the **Company** and Air Common Carrier. 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 Ringgit Malaysia ("RM") 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) **Country of Residence**

Coverage provided to the **Insured Person** is subject to either their residence in Malaysia/ Singapore or for non-**Residents**, for their travels which depart from Malaysia/Singapore through Malaysian Airports/ Singapore Airports.
- (8) **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 seven (7) 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 Air Common Carrier 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 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 official of Air Common Carrier authorised to receive such notification.
- (9) Proof of Loss
Written proof of loss must be furnished to the **Company** at its said office within seven (7) days from the date of property irregularity report issued by Air Common Carrier. 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) month 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
Claims 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.
- (12) 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(ies) 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(ies) 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
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**.
- (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 Super Strap Operations Sdn Bhd.
- (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 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.

- (18) 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.
- (19) Cancellation
This Insurance once issued is **NOT** cancellable or refundable.
- (20) Conformity with Law
If any provision of this **Insurance** which on its issuance date is in conflict with the law of the country in which the **Insurance** was issued or delivered, this **Policy** shall be read in conformity to the **Malaysian Law**.
- (21) 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 caused by natural disaster. The insurance Company will honour valid claims in such a scenario.
- (22) Duplication of Coverage
In the event that an **Insured Person** is covered by more than one (1) **Policy** purchased through Super Strap 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.
- (23) 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.



IMPORTANT NOTICE

Disclosure & Policy Statement

1. Under the prudential framework of Corporate Governance, the following avenues have been set up to handle customer grievances:-

**The Chief Executive Officer,
Tune Insurance Malaysia Berhad**

Level 9, PNB Damansara,
No.19, Lorong Dungun, Damansara Heights 50490 Kuala Lumpur
Tel: +603 2087 9000
Fax: +603 2094 1366

Any policyholder who is not satisfied with the decision of an Insurance Company may write to the Mediator, giving details of the dispute, the name of the Insurance Company and the Policy Number. Copies of the correspondence exchanged between the Policyholder and the Company must be submitted to facilitate matter.

The Financial Mediation Bureau

Level 25, Dataran Kewangan Darul Takaful
No.4, Jalan Sultan Sulaiman,
50000 Kuala Lumpur.
Tel: +603 2272 2811
Fax: +603 2274 5752

Any policyholder who is not satisfied with the conduct of an insurance company may write to PIAM's Complaints Action Bureau, giving details of the complaint, the name of the insurance company and the policy number or the claim number together with supporting documents.

PIAM's Complaints Action Bureau

3rd Floor, Wisma PIAM,
150, Jalan Tun Sambanthan,
50470, Kuala Lumpur.
Tel: +603 2274 7395/9 Fax: +603 2274 5910

2. By virtue of the Anti-Money Laundering Act and Anti-Terrorism Financing Act 2001 (AMLA), any "Suspicious Transaction" as classified by the law is required to be reported to the Competent Authority at Bank Negara Malaysia.
3. **GOODS AND SERVICES TAX ('GST')**
Please be informed that the Goods and Services Tax ('GST') was implemented by the Government of Malaysia with effect from 1 April 2015 at a rate of six (6) per centum.

Super Strap's obligation to pay GST shall form part of the Terms and Conditions in your insurance policy.