

Capitol

Evidence of Cover

Benefits for the following Cardholders

- Capitol Elite Club/ SEB Platinum /SEB Selected

Date:

Signed:
Authorised Signatory

For and on behalf of Newline Underwriting Management Limited, as agent of the Underwriters, Lloyd's Insurance Company S.A.

Lloyd's Insurance Company S.A. is a Belgian limited liability company (société anonyme / naamloze vennootschap) with its registered office at Bastion Tower, Marsveldplein 5, 1050 Brussels, Belgium and registered with Banque-Carrefour des Entreprises / Kruispuntbank van Ondernemingen under number 682.594.839 RLE (Brussels). It is an insurance company subject to the supervision of the National Bank of Belgium. Its Firm Reference Number(s) and other details can be found on www.nbb.be.

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PAGES 2 TO 40 (EVIDENCE OF COVER) ARE ISSUED FOR INFORMATION ONLY. IT DOES NOT CONSTITUTE A LEGAL CONTRACT OF INSURANCE. THIS EVIDENCE OF COVER IS FURNISHED IN ACCORDANCE WITH, AND IN ALL RESPECTS IS SUBJECT TO, THE TERMS OF THE MASTER POLICY. THIS EVIDENCE OF COVER REPLACES ANY OTHER EVIDENCE OF COVER PREVIOUSLY ISSUED COVERING THE INSURANCE DESCRIBED HEREIN.

This **Evidence of Cover** is to notify **Cardholders** that the following insurance has been effected with Lloyd's Insurance Company S.A. (the "**Insurer**") under a Master Policy (the "**Master Policy**") issued to **Advanzia** bearing the Unique Market Reference B5142ADV2021.

The **Master Policy** sets out the terms, conditions, limitations and exclusions of the insurance contract between **Advanzia** and the **Insurer**. The **Master Policy** is solely between **Advanzia** and the **Insurer** and is the only contract of insurance in place for the cover available to you as a **Cardholder**. As a **Cardholder** you do not have any direct rights under the **Master Policy**, but you are a beneficiary of the cover provided. Please read this **Evidence of Cover** carefully to ensure that the **Master Policy** provides the cover you require.

The relevant terms of coverage provided under the **Master Policy** are set out below.

TERMS OF COVERAGE

The terms in bold in this **Evidence of Cover** have the meaning given to them in the General Definitions (see pages 5).

The cover consists of fifteen (15) Sections. The cover provided by each Section is subject to the Additional Exclusions described in that Section, as well as the General Exclusions (see pages 32 and 33), Claims Conditions (see pages 34 and 35) and General Conditions (see pages 36 and 37).

The applicable Sections of cover, **Limits of Liability** and **Excesses** vary depending on the **Card** held by the **Cardholder** and are as stated in the tables below (subject to any sub-limits of liability).

Limits of Liability		Capitol Elite Club / SEB Platinum / SEB Selected	Excesses
1A	Medical Assistance and Expenses Cover	EUR 5,000,000	EUR 100
1B	Hospital Benefit Cover	EUR 150 per day (up to a maximum of EUR 2,000)	Nil
2.	Trip Cancellation and Abandonment Cover	EUR 20,000	EUR 75
3.	Event Cancellation Cover	No Cover	Nil
4.	Cutting Short a Trip Cover	EUR 20,000	EUR 75
5.	Baggage Cover	EUR 2,500 in total EUR 1,000 for any one item, any one Pair or Set and in total in respect of all Valuables	EUR 75
6A	Money Cover	EUR 700	EUR 50
6B	Travel Documents Cover	EUR 600	Nil
7.	Club Subscriptions Cover	No Cover	Nil
8.	ATM Mugging Cover	No Cover	Nil
9.	Car Rental Benefits - Collision Damage Waiver Cover	EUR 50,000	Nil
10A	Delayed Flight Cover	EUR 750	Nil
10B	Delayed Baggage Cover	EUR 750 for more than four (4) hours EUR 4,000 for more than forty eight (48) hours	Nil
11.	Missed Departure Cover	EUR 500	Nil
12.	Travel Accident Cover	EUR 500,000, but sub-limited to EUR 10,000 for the death of a Beneficiary under the age of 16 or over the age of 70	Nil
13A	Third Party Liability Insurance Cover	EUR 1,000,000	Nil
13B	Legal Expenses Insurance Cover	EUR 15,000	Nil

13C	Identity Theft Insurance Cover	No Cover	Nil
14.	Winter Sports Cover		
14A	Piste Rescue Cover	EUR 5,000	Nil
14B	Ski Pack Cover	EUR 850	Nil
14C	Ski Hire Cover	EUR 850	Nil
15.	Sports and Activities Cover	Included	See Section 15



GENERAL DEFINITIONS

Whenever the following words or phrases appear in bold, they will have the meanings set out below:

“**Accident**” or “**Accidental**” shall mean a sudden, unexpected, unforeseen and identifiable incident.

“**Account**” shall mean the **Cardholder’s** credit card account on which the Capitol or Omnium branded **Card** is issued.

“**Avanzia**” shall mean Avanzia Bank S.A.

“**Aggravated Theft**” shall mean theft by breaking and entry or by assault.

“**Assistance Company**” shall mean GenAssist TPA Limited of P.O. Box 21472, 1599 Nicosia, Cyprus; Telephone: Claims: 00 357 22 51 92 59 and for assistance 00 357 99 222 567; Email: Capitol@genassist.eu

“**Baggage**” shall mean luggage, belongings and personal possessions which the **Beneficiary** takes in suitcases on a **Trip** or buys whilst away on a **Trip** (excluding winter sports equipment and clothing, golf equipment or any other sports equipment which are usually worn, carried or held in the course of participating in an **Organised Sport**).

“**Beneficiary**” shall mean: (i) **Cardholders** and their **Families**; and (ii) **Supplementary Cardholders** and their **Families**.

“**Bodily Injury**” shall mean injury which is caused solely by **Accidental** means and is independent of any other cause.

“**Card**” shall mean any card or other **Account** access device issued to a Capitol or Omnium **Cardholder** (or a **Supplementary Cardholder**) for the purpose of accessing the **Account**.

“**Cardholder**” shall mean any individual who holds a valid **Account**.

“**Children**” or “**Child**” shall mean any of the **Cardholder’s** children travelling with the **Cardholder** (including step-children, fostered or adopted children) under the age of 22 on the first day of a **Trip**, who are resident with the **Cardholder** for the majority of the year prior to the **Trip**, financially dependent on the **Cardholder** and not in full time employment.

“**Close Relative**” shall mean a **Beneficiary’s** partner or spouse living at the same address, their mother, mother-in-law, father, father-in-law, daughter, daughter-in-law, son, son-in-law, sister, sister-in-law, brother, brother-in-law, grandparent, grandchild, step-mother, step-father, step-sister, step-brother, aunt, uncle, niece or nephew. Where any person is not an in-law but has a partnership relationship similar to marriage, they shall be deemed to be a **Close Relative**.

“**Club Subscription**” shall mean the membership of a health club or gym for which the **Cardholder** pays a monthly membership fee, which is charged to their **Card**.

“**Country of Residence**” shall mean the **Beneficiary’s** country of primary residence, as evidenced by official documents.

“**Emergency Travel Expenses**” shall mean the reasonable additional transport expenses (less any possible recovery or saving) incurred by a **Beneficiary** in an emergency.

“**Event**” shall mean a sporting fixture, concert, show or exhibition where the ticket costs more than EUR 100 for which the **Cardholder** has paid in full using their **Card**.

“**Evidence of Cover**” shall mean pages 2 to 40 and any endorsements or amendments.

“**Excess**” shall mean the excess stated in the table on pages 2, 3 and 4, which is the amount the **Beneficiary** shall pay before the cover afforded by the **Master Policy** responds.

“**Family**” or “**Families**” shall mean the **Cardholder’s** partner or spouse living at the same address as the **Cardholder** and the **Cardholder’s Children**.

“**Insurer**” shall mean Lloyd’s Insurance Company S.A.

“**Legal Expenses**” shall mean:

- (a) fees, expenses and other disbursements reasonably incurred (as determined by the **Insurer's** legal counsel) by a **Legal Representative** in pursuing a claim or legal proceedings for damages and / or compensation against a third party who has caused **Bodily Injury** or illness.
- (b) costs that a **Beneficiary** is legally liable for following an award of costs by any court or tribunal or an out-of-court settlement made in connection with any claim or legal proceedings.

“**Legal Representative**” shall mean a solicitor, firm of solicitors or lawyer appointed by the **Insurer** to act on a **Beneficiary's** behalf.

“**Limit of Liability**” shall mean the maximum amount of the **Insurer's** liability, which sum is stated in the table on pages 2, 3 and 4. Unless otherwise stated, the **Limit of Liability** for each Section applies per year per **Cardholder** and is not increased by the existence of any **Supplementary Cardholder**.

“**Master Policy**” shall mean the insurance contract issued by the **Insurer** to **Avanzia** with Unique Market Reference B5142ADV2021.

“**Medical Expenses**” shall mean reasonable costs necessarily incurred outside a **Beneficiary's Country of Residence** for medical, surgical or other diagnostic or remedial treatment given or prescribed by a **Medical Practitioner**. **Medical Expenses** shall include hospital, nursing home and ambulance costs within the country where the accident / illness occurred, provided such costs have been pre-approved or authorized by the **Assistance Company**.

“**Medical Practitioner**” shall mean a nurse, doctor or specialist who is legally qualified, licensed and registered to practice medicine under the laws of the country in which they practice, other than a **Beneficiary**, a **Close Relative** or a **Beneficiary's** employee.

“**Money**” shall mean personal cash carried by and owned by a **Beneficiary**.

“**Organised Sport**” shall mean any organised sporting activity, competition or event.

“**Pair or Set**” shall mean a number of items of personal belongings considered as being similar or complimentary to one another or used together.

“**Permanent Total Disablement**” shall mean disablement which has lasted for a minimum of twelve (12) consecutive months which, in the sole and binding opinion of the **Senior Medical Officer**, is beyond any prospect of recovery or improvement and which prevents a **Beneficiary** from engaging in or performing employed work.

“**Pre-Existing Medical Condition**” shall mean a condition in respect of which a **Beneficiary**:

- (a) has attended a hospital as an in-patient during the last twelve (12) months; or
- (b) is awaiting test results or on a waiting list for an operation, consultation or investigation; or
- (c) has been prescribed or taken medication or treatment within the last three (3) months; or
- (d) requires a medical, surgical or psychiatric check up every twelve (12) months or more frequently; or
- (e) has been given a terminal prognosis.

“**Public Vehicle**” shall mean any air or land vehicle or river or sea-going vessel operated under licence for the transport of fare paying passengers. **Public Vehicle** shall not mean or include vehicles hired or chartered privately.

“**Senior Medical Officer**” shall mean the **Insurer's** medical practitioner, who shall be appointed by the **Insurer** to assess any aspect of any applicable issue where medical expertise is required.

“**Supplementary Cardholder**” shall mean a person who has been nominated by the **Cardholder** to be issued with an additional **Card** on the **Account**.

“**Terrorism**” shall mean an act including, but not limited to, the use of force or violence and / or the threat thereof, of any person or group(s) of persons (whether acting alone or on behalf of or in connection with any organisation(s) or government(s))

committed for political, religious, ideological or similar purposes, including the intention to influence any government and / or to put the public, or any section of the public, in fear.

“**Travel Documents**“ shall mean passports, green cards, visas, prepaid accommodation vouchers and travel tickets.

“**Trip**“ shall mean a journey by a **Public Vehicle** outside the **Beneficiary’s Country of Residence**, which has been paid for in full in advance on a **Card**. The **Trip**: (a) must commence and end in the **Cardholder’s Country of Residence**; or (b) in respect of a journey within the **Cardholder’s Country of Residence**, must include: (i) a flight; or (ii) at least one night of pre-booked accommodation more than fifty (50) kilometers away from home and paid on a **Card**. Each **Trip** must not exceed ninety (90) consecutive days, with a maximum of one hundred and eighty (180) days during each twelve (12) month period.

“**Unattended**“ shall mean when the **Beneficiary** is not in full view of and not in a position to prevent unauthorised interference with the **Beneficiary’s** property.

“**Utilisation of Nuclear, Chemical or Biological Weapons of Mass Destruction**“ shall mean the use of any explosive nuclear weapon or device or the emission, discharge, dispersal, release or escape of fissile material emitting a level of radioactivity or any pathogenic (disease producing) micro-organism(s) and / or biologically produced toxin(s) (including genetically modified organisms and chemically synthesised toxins) or any solid, liquid or gaseous chemical compound which, when suitably distributed, is capable of causing incapacitating disablement or death amongst people or animals.

“**Valuables**“ shall mean mobile electrical devices including, but not limited to, mobile phones and tablets, audio and video equipment, electronic games and headphones, cameras, camcorders, GPS navigation and tracking systems, radios, telescopes and binoculars, antiques, jewellery, watches, semi-precious stones and articles made of or containing gold, silver or other precious metals or animal skins or hides, furs, leather goods, silks, perfumes, curios and works of fine art.

“**War**“ shall mean war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, martial law, military or usurped power or civil commotion assuming the proportion of or amounting to an uprising.

**SECTION 1A
MEDICAL ASSISTANCE AND EXPENSES COVER**

COVER

If a **Beneficiary** suffers **Bodily Injury** or illness during a **Trip** the **Insurer** shall pay up to the **Limit of Liability** for this Section 1A (MEDICAL ASSISTANCE AND EXPENSES COVER) for:

- (1) **Medical Expenses** and **Emergency Travel Expenses**.
- (2) emergency dental costs incurred to relieve pain.
- (3) the reasonable cost of an economy flight or standard rail ticket and up to EUR 150 per night (maximum ten (10) nights) towards meals and accommodation costs for one **Close Relative** to accompany the **Beneficiary** whilst receiving in-patient treatment. Cover shall cease when the **Beneficiary** returns to their **Country of Residence**.
- (4) the reasonable travel expenses and up to EUR 150 per night (maximum three (3) nights) towards meals and accommodation costs for a friend or **Close Relative** to collect and bring home a **Beneficiary's Children** if the **Beneficiary** is unable to care for them.
- (5) the reasonable additional transport and / or accommodation expenses incurred up to the standard of the original booking if it is medically necessary (as determined by the **Beneficiary's** treating **Medical Practitioner**) for a **Beneficiary** to stay beyond their scheduled return date to their **Country of Residence**.
- (6) the reasonable additional costs incurred in the use of air transport or other suitable means, including qualified attendants, to repatriate the **Beneficiary** to their **Country of Residence** if it is medically necessary (as advised by the treating **Medical Practitioner** and the **Assistance Company**. (The **Insurer** will have the final authorisation if the **Assistance Company** and the treating **Medical Practitioner** do not agree). Repatriation expenses will be in respect only of the originally booked class of travel utilized on the outward journey, unless the **Assistance Company** agrees otherwise.
- (7) the cost of an economy flight or standard rail ticket for a colleague to replace a **Beneficiary** if they are unable to continue the **Trip**. This cover only applies if the purpose of the **Trip** was business related.
- (8) reimbursement of any pre-paid and non-refundable winter sports hired equipment, lift passes or lessons if a **Beneficiary** is unable to continue their **Trip**.
- (9) reasonable funeral expenses incurred if the funeral occurs locally or the cost of conveying the remains to the **Country of Residence** if a **Beneficiary** dies.

The **Limit of Liability** for this Section 1A (MEDICAL ASSISTANCE AND EXPENSES COVER) is the total limit for a consecutive twelve (12) month period.

**SECTION 1B
HOSPITAL BENEFIT COVER**

COVER

If a **Beneficiary** is admitted to a hospital outside their **Country of Residence** as an in-patient due to **Bodily Injury** or illness which occurs during a **Trip**, the **Insurer** shall pay up to the **Limit of Liability** for this Section 1B (HOSPITAL BENEFIT COVER) for each complete day that the **Beneficiary** is hospitalised.

ADDITIONAL EXCLUSIONS TO SECTION 1A AND SECTION 1B

The following Additional Exclusions apply only to this Section 1A (MEDICAL ASSISTANCE AND EXPENSES COVER) and Section 1B (HOSPITAL BENEFIT COVER). These Sections are also subject to the General Exclusions.

The **Insurer** will not be liable for:

- (1) any inpatient expenses exceeding EUR 1,000 or local currency equivalent not approved by the **Senior Medical Officer** and / or the **Assistance Company**.
- (2) the cost of any treatment that the **Senior Medical Officer** considers can be, or could have been, reasonably delayed until the return to the **Beneficiary's Country of Residence**.
- (3) any medical, dental treatment, funeral and burial expenses incurred within a **Beneficiary's Country of Residence**.
- (4) the cost of any treatment that can be provided free or at a reduced cost by a state benefit provider or equivalent, unless otherwise agreed by the **Insurer**.
- (5) any costs and expenses incurred after the date on which the **Beneficiary** decides not to move hospital or be repatriated contrary to the request of the **Insurer**.
- (6) any costs and expenses incurred after the date on which a **Beneficiary** has refused to follow the advice of the **Senior Medical Officer**.
- (7) any costs and expenses incurred for cosmetic reasons, unless the **Senior Medical Officer** agrees that such treatment is necessary as a result of a medical emergency.
- (8) any **Pre-Existing Medical Condition** or treatment that was planned or could reasonably have been foreseen before the **Trip**.
- (9) any coffins or urns in excess of those which meet international commercial airline standards.
- (10) any costs and expenses incurred by or on behalf of a **Beneficiary** who is aged seventy five (75) years or over at the time of commencement of the **Trip**.
- (11) any routine or elective (non-emergency) care or treatment, including specialist review or referral, investigations, treatment or surgery.
- (12) any costs and expenses arising from or connected with cosmetic or elective surgery that the **Beneficiary** has received, whether before or during the **Trip**, including complications arising therefrom.
- (13) any costs and expenses incurred as a result of a failure by a **Beneficiary** to have the recommended inoculations and / or to take the recommended medication before they departed from their **Country of Residence** and / or to complete a course of treatment or medication in accordance with the instructions from their **Medical Practitioner**.
- (14) the **Excess**, which shall apply to each claim by each **Beneficiary** making a claim under Section 1A or Section 1B.

**SECTION 2
TRIP CANCELLATION AND ABANDONMENT COVER**

COVER

The **Insurer** shall pay up to the **Limit of Liability** for this Section 2 (TRIP CANCELLATION AND ABANDONMENT COVER) for unused travel, accommodation, excursions and leisure activities that have been paid for on a **Card** and are non-refundable (or pre-booked and non-cancellable) or any fee charged to change them if the **Beneficiary** cancels, postpones, changes or abandons their **Trip** prior to departure due to any of the following unforeseen circumstances:

- (1) the **Beneficiary**, a **Close Relative** or person travelling with a **Beneficiary** or a person that the **Beneficiary** is visiting for the main purpose of the **Trip** having an **Accident**, being taken ill or dying.
- (2) the **Beneficiary's** redundancy, which qualifies for redundancy payments under current applicable legislation.
- (3) the **Beneficiary** being called for jury service or being subpoenaed as a witness, other than in a professional or advisory capacity.
- (4) severe damage being caused to a **Beneficiary's** main residence or business premises if the damage exceeds EUR 50,000.
- (5) theft at a **Beneficiary's** main residence or business premises that requires their presence by the police.
- (6) the departure of the scheduled public transport on which a **Beneficiary** is booked to travel for the **Trip** outside their **Country of Residence** being delayed at the final departure point within their **Country of Residence** for at least twenty four (24) hours from the scheduled time of departure due to strike, industrial action, adverse weather or mechanical breakdown of or a technical fault occurring in the scheduled public transport on which the **Beneficiary** is booked to travel. The period of delay is reduced to twelve (12) hours for **Trips** of less than five (5) days in duration.

ADDITIONAL EXCLUSIONS TO SECTION 2

The following Additional Exclusions apply only to this Section 2 (TRIP CANCELLATION AND ABANDONMENT COVER). This Section is also subject to the General Exclusions.

The **Insurer** will not be liable for:

- (1) any claim arising out of any circumstances known to a **Beneficiary** prior to booking a **Trip**.
- (2) any costs and expenses arising out of any failure to notify the providers of travel, accommodation, excursions and leisure activities immediately that it is necessary to cancel the **Trip**.
- (3) any claim arising out of any failure to obtain the required passport or visa.
- (4) any claim by or relating to any **Beneficiary** who is aged seventy-five (75) years or over at the time of commencement of the **Trip**.
- (5) any claims without a supporting medical certificate from the appropriate **Medical Practitioner** confirming the necessity to cancel, change, postpone or abandon the **Trip**.
- (6) any claims without supporting documents from the relevant travel provider or other appropriate authority in the event that a claim is related to the delay of scheduled public transport.
- (7) any travel tickets paid for by using any airline mileage or reward scheme (including supermarket reward schemes), for example Air Miles, or accommodation costs paid for by using any Timeshare, Holiday Property Bond or other holiday points scheme.
- (8) the **Excess**, which shall apply to each claim by each **Beneficiary** making a claim under this Section 2.

SECTION 3 EVENT CANCELLATION COVER

COVER

The **Insurer** shall pay up to the **Limit of Liability** for this Section 3 (EVENT CANCELLATION COVER) for irrecoverable expenses such as ticket and travel costs incurred for a prepaid **Event** which the **Beneficiary** is unable to attend due to any of the following unforeseen circumstances:

- (1) a **Beneficiary**, a **Close Relative** or a person attending the **Event** travelling with a **Beneficiary** suffering **Bodily Injury**, being taken ill or dying.
- (2) a **Beneficiary** being called for jury service or being subpoenaed as a witness, other than in a professional or advisory capacity.
- (3) a delay caused by the failure of scheduled public transport, a breakdown or an accident occurring in a private vehicle that a **Beneficiary** was using to attend the **Event**.

ADDITIONAL EXCLUSIONS TO SECTION 3

The following Additional Exclusions apply only to this Section 3 (EVENT CANCELLATION COVER). This Section is also subject to the General Exclusions.

The **Insurer** will not be liable for:

- (1) any claim arising out of any circumstances known to the **Cardholder** prior to booking an **Event**.
- (2) any costs or expenses arising out of any failure to immediately notify the providers of the **Event** (including any related travel, accommodation, excursions and leisure activities providers) that it is necessary to cancel attendance at the **Event**.
- (3) any claim arising out of any failure to obtain the required passport or visa.
- (4) any claim by or relating to any **Beneficiary** who is aged seventy five (75) years or over at the time of booking the **Event**.
- (5) any claims without a supporting medical certificate from the appropriate **Medical Practitioner** confirming the necessity to cancel attendance at the **Event**.
- (6) any claims without supporting documents from the relevant travel provider or other appropriate authority in the event that a claim is related to the delay of scheduled public transport or delay.
- (7) any travel tickets paid for by using any airline mileage or reward scheme (including supermarket reward schemes), for example Air Miles, or accommodation costs paid for by using any Timeshare, Holiday Property Bond or other holiday points scheme.
- (8) the **Excess**, which shall apply to each claim by each **Beneficiary** making a claim under this Section 3.

SECTION 4 CUTTING SHORT A TRIP COVER

COVER

The **Insurer** shall pay up to the **Limit of Liability** for this Section 4 (CUTTING SHORT A TRIP COVER) for reasonable and necessary additional travel costs and for unused travel, accommodation, excursion and leisure activities that have been paid for and are non-refundable (or pre-booked and non-cancellable) if a **Beneficiary** cuts short their **Trip** due to any of the following unforeseen circumstances:

- (1) a **Beneficiary**, a **Close Relative** or a person travelling with a **Beneficiary** or a person that a **Beneficiary** is visiting for the main purpose of the **Trip** having an **Accident**, being taken ill or dying.
- (2) severe damage being caused to a **Beneficiary's** main residence or business premises if the damage exceeds EUR 50,000.
- (3) theft at a **Beneficiary's** main residence or business premises that requires their presence by the police.

ADDITIONAL EXCLUSIONS TO SECTION 4

The following Additional Exclusions apply only to this Section 4 (CUTTING SHORT A TRIP COVER). This Section is also subject to the General Exclusions.

The **Insurer** will not be liable for:

- (1) any claim arising out of any circumstances known to the **Beneficiary** prior to booking a **Trip**.
- (2) any costs and expenses arising out of any failure to notify the providers of the travel, accommodation, excursions and leisure activities immediately that it is necessary to cut short the **Trip**.
- (3) any claim arising out of any failure to obtain the required passport or visa.
- (4) any claim by or relating to any **Beneficiary** who is aged seventy-five (75) years or over at the time of departure for the **Trip**.
- (5) any travel tickets paid for by using any airline mileage or reward scheme (including supermarket reward schemes), for example Air Miles, or accommodation costs paid for by using any Timeshare, Holiday Property Bond or other holiday points scheme.
- (6) any claims without a supporting medical certificate from the appropriate **Medical Practitioner** confirming the necessity to cancel a **Trip** due to an **Accident**, illness or death.
- (7) the **Excess**, which shall apply to each **Beneficiary** making a claim under this Section 4.

**SECTION 5
BAGGAGE COVER****COVER**

The **Insurer** shall pay up to the **Limit of Liability** for this Section 5 (BAGGAGE COVER) to indemnify a **Beneficiary** against **Accidental** loss of, theft of or damage to **Baggage** happening during a **Trip**, provided that such **Baggage** belongs to the **Beneficiary**, is taken by the **Beneficiary** for or is acquired by the **Beneficiary** during a **Trip**.

ADDITIONAL CONDITIONS TO SECTION 5

The following Additional Conditions apply only to this Section 5 (BAGGAGE COVER). This Section 5 is also subject to the Claims Conditions and the General Conditions.

- (1) After deducting an amount for wear and tear, exposure, age, condition and loss of value through depreciation, the **Insurer** shall pay the value or the cost of repair, whichever is less, of the lost, stolen or damaged **Baggage**.
- (2) Payment of any claim will be based on the value of the **Baggage** at the time it was lost, stolen or damaged.
- (3) In the case of repairs, the **Beneficiary** must obtain a cost estimate which either sets out the repair costs or confirms that the item can no longer be repaired. If possible, the damaged parts should be kept for possible examination, together with a photograph of the damaged item. For a further assessment of the claim, the **Beneficiary** may also be required to send the damaged item to the **Insurer** at the **Insurer's** expense and within thirty (30) days of receipt of the corresponding request, otherwise the claim will be invalid.
- (4) In the event of loss or damage to an item that is part of a **Pair or Set**, the **Insurer** will indemnify the **Beneficiary** for the value of the lost, stolen or damaged item and not that of the **Pair or Set** to which the item belongs.
- (5) Claims will only be paid by the **Insurer** if they are supported by an original purchase invoice or an original valuation for any item, **Pair or Set**. In the case of **Valuables**, claims will only be considered if an original purchase receipt, original valuation or an acceptable proof of ownership (such as the original outer packaging and photographic evidence of ownership) is provided.
- (6) If, during a **Trip**, the **Beneficiary** purchases items that exceed the **Limit of Liability** for this Section 5 (BAGGAGE COVER), these items should be insured under a separate insurance policy (as this insurance does not cover their full replacement value in the event of loss, theft or damage to these items).
- (7) Cover under this Section 5 (BAGGAGE COVER) is limited to checked-in **Baggage** only while it is in the care, custody and under the control of an airline, shipping company or other common carrier or their baggage handling agent. If **Baggage** checked-in at the departure zone or point of exit is lost, stolen or damaged, the **Insurer** shall only be liable for one item of **Baggage** per **Beneficiary**. For the purposes of this insurance, a single item of a lost, stolen or damaged **Baggage** shared by more than one person shall be considered to be in the possession or use of only one **Beneficiary**.
- (8) If the **Beneficiary** falls victim to theft, it is a requirement that such an incident is reported within twelve (12) hours to the police in the country where the **Beneficiary** is on a **Trip** at the time of the theft and that a written police report is obtained.
- (9) No cover shall be provided if the **Beneficiary** fails to exercise reasonable care (i.e. to take all reasonable measures of care, attention, diligence and personal control that would be taken in similar circumstances by a reasonable and prudent person to protect and secure their **Baggage** from loss or theft).
- (10) The **Beneficiary** shall take all reasonable care in avoiding any loss, theft or damage to their **Baggage** and **Valuables** and shall take special care for the safety and supervision of their property at all times as if uninsured.

ADDITIONAL EXCLUSIONS TO SECTION 5

The following Additional Exclusions apply only to this Section 5 (BAGGAGE COVER). This Section is also subject to the General Exclusions.

The **Insurer** will not be liable for:

- (1) any damage due to insect, moth, vermin, wear and tear and loss of value following mechanical or electrical breakdown or derangement, atmospheric or climatic conditions or gradual deterioration.
- (2) any delay, loss, theft, breakage or damage to fragile or brittle articles including, but not limited to, clocks, china, porcelain, mirrors, glass and sculpture or arising from the cracking or scratching thereof.
- (3) any loss, theft, accidental breakage or damage to musical instruments.
- (4) any loss due to legal confiscation or detention by customs or other authority.
- (5) any loss, theft or damage to unattended cellular or mobile telephones and their accessories.
- (6) any loss, theft or damage to laptop computers and core components (including ancillary equipment).
- (7) any loss, theft or damage to stamps, deeds, books, study or work materials, manuscripts or securities of any kind.
- (8) any loss, theft or damage whilst in the custody of an airline, sea vessel or other common carrier or their baggage handling agents, unless reported immediately upon discovery. A property irregularity report must be obtained, together with a written confirmation letter from the airline, shipping line or other common carrier or their baggage handling agents, of the date of loss, theft or damage of the **Baggage** belonging to the **Beneficiary** whilst on a **Trip**.
- (9) any loss, theft or damage to goods, business samples, tools and / or motor accessories owned by the **Beneficiary** and goods intended for resale in connection with the **Beneficiary's** trade, profession or business.
- (10) any delay, loss, theft or damage and / or breakage of **Valuables** packed in **Baggage** and / or suitcases.
- (11) any loss, theft or damage to suitcases, holdalls, hand-luggage or similar, unless rendered unusable including, but not limited to, prams, baby and child travel carriages, pushchairs, strollers, buggies and their accessories.
- (12) any loss, theft or damage and / or breakage to: (a) contact or corneal or micro-corneal lenses, spectacles or optical glasses and sunglasses or arising from the scratching of any lenses (including glass in watch faces, cameras, binoculars or telescopes); and (b) dentures, bridgework, hearing aids, prosthetics and artificial limbs.
- (13) any loss or damage due to staining of any kind.
- (14) any loss or damage due to any process of cleaning, repairing or restoring.
- (15) any loss or damage caused by leaking powder, fluid, liquid or any type of food or oils carried in the **Beneficiary's Baggage**.
- (16) any loss or damage caused by leakage from baggage belonging another passenger whilst in the care, custody and control of an airline, sea vessel or other common carrier or their baggage handling agent.
- (17) any loss, theft or damage to household goods and soft furnishings including, but not limited to, rugs, carpets, curtains and any type of key, pedal cycles, motor vehicles, winter sports equipment and clothing, water sports equipment, other sports equipment, all sports clothing, marine equipment and craft and their accessories.
- (18) any item, **Pair or Set** worth more than the single article limit for which the **Beneficiary** does not have an original sales receipt or an original valuation estimate.
- (19) any loss, theft or damage of the **Beneficiary's Baggage** and / or **Valuables** whilst in buses or coaches operated by the airline, shipping line, common carrier, tour operator, travel agent or hotel.

- (20) in respect of **Baggage** and / or **Valuables** that the **Beneficiary** leaves unattended in: (a) any area or place that has public and / or common access, even if monitored by security staff and / or security cameras (such as CCTV), including but not limited to, on a beach or beside a swimming pool (even if concealed); or in a bag or coat hanging off the back of a chair; or left in a cloakroom; or (b) a hotel room or ship's cabin, whether locked or not; or (c) any aeroplane, train or vehicle, including public transport and private hire or reward, unless secured in a locked car boot which is separate from the passenger compartment or concealed by a parcel shelf in the fixed position, but excluding all losses from a vehicle during the hours of darkness, even if protected by an alarm.
- (21) any **Baggage** and / or **Valuables** carried on a vehicle roof rack.
- (22) any loss involving theft or suspected theft not reported within twelve (12) hours to the police in the country where the **Beneficiary** is staying and / or where a written police report has not been obtained.
- (23) any loss or theft from the place of accommodation of the **Beneficiary**, unless in a securely locked room where there is evidence of forced or violent entry, which is confirmed by a written police report.
- (24) any loss, theft or damage to property shipped as freight or under a cargo bill of lading.
- (25) any loss, theft or damage to sporting and marine equipment or clothing that is borrowed, hired, used or rented by the **Beneficiary**.
- (26) any **Baggage** and / or **Valuables** not in the custody, care or control of the **Beneficiary** or whilst in the custody, care or control of any other person or any other party, other than the airline, shipping line or other common carrier or their baggage handling agents.
- (27) any **Baggage** and / or **Valuables** lost, stolen or damaged whilst in transport with the **Beneficiary** on any type of train, tram, bus, coach, mini-cab or taxi.
- (28) any loss, theft or damage to any perishable goods or any type of food, oils, liquids or pharmaceutical medicines (including bottles and their contents), confectionery, spirits, alcohol, liquor, cigars, cigarettes and tobacco.
- (29) any amount or expenses that the **Beneficiary** can recover from any liable tour operator, airline, shipping line, common carrier, hotel or other provider of services.
- (30) the **Excess**, which shall apply to each claim by each **Beneficiary** making a claim under this Section 5.



**SECTION 6A
MONEY COVER**

COVER

The **Insurer** shall pay up to the **Limit of Liability** for this Section 6A (MONEY COVER) to indemnify the **Beneficiary** against any theft of **Money** happening during a **Trip**, provided that such **Money** belongs to the **Beneficiary**, is taken by the **Beneficiary** for or is acquired by the **Beneficiary** during a **Trip**.

**SECTION 6B
TRAVEL DOCUMENTS COVER**

COVER

The **Insurer** shall pay up to the **Limit of Liability** for this Section 6B (TRAVEL DOCUMENTS COVER) to indemnify the **Beneficiary** against any:

- (1) theft of **Travel Documents** in the possession of a **Beneficiary** that happens during a **Trip**.
- (2) reasonable travel and accommodation costs to obtain replacement **Travel Documents** if they are lost or stolen during a **Trip**.

ADDITIONAL CONDITIONS TO SECTION 6A AND SECTION 6B

The following Additional Conditions apply only to this Section 6A (MONEY COVER) and Section 6B (TRAVEL DOCUMENTS COVER). Section 6A and Section 6B are also subject to the Claims Conditions and the General Conditions.

- (1) Any **Money** or **Travel Documents** stolen must be in the possession of the **Beneficiary** or held in a securely locked safe at the hotel in which the **Beneficiary** is staying.
- (2) Claims will not be considered unless substantiated with evidence of possession, including receipts, bank statements and cash withdrawal slips.
- (3) Cover is not provided for theft unless it is reported within twelve (12) hours to the police in the country where the **Beneficiary** is on a **Trip** at the time of the theft and that a written police report is obtained.

ADDITIONAL EXCLUSIONS TO SECTION 6A AND SECTION 6B

The following Additional Exclusions apply only to this Section 6A (MONEY COVER) and Section 6B (TRAVEL DOCUMENTS COVER). Section 6A and Section 6B are also subject to the General Exclusions.

The **Insurer** will not be liable for:

- (1) any loss, theft or damage where the **Beneficiary's** fails to take all reasonable and appropriate care to secure and guard and protect their personal property as if such property were not insured.
- (2) any loss involving theft or suspected theft not reported within twelve (12) hours to the police in the country where the **Beneficiary** is staying and / or where a written police report has not been obtained.
- (3) any loss of **Money** or **Travel Documents** not in the possession of the **Beneficiary**, unless held in a securely locked safe at the hotel in which the **Beneficiary** is staying.
- (4) any shortage of **Money** due to mistakes, neglect or changes in exchange rates.
- (5) any loss as a result of anything being legally delayed by customs or other officials.
- (6) the **Excess**, which shall apply to each claim by each **Beneficiary** making a claim under Section 6A or Section 6B.

**SECTION 7
CLUB SUBSCRIPTIONS COVER**

COVER

The **Insurer** shall pay up to the **Limit of Liability** for this Section 7 (CLUB SUBSCRIPTIONS COVER) for irrecoverable **Club Subscription** fees if the **Beneficiary** is unable to use their **Club Subscription** for at least three (3) months due to **Bodily Injury** or illness. The **Beneficiary** must cancel or suspend their **Club Subscription** as soon as they become aware that they will be unable to use it.

ADDITIONAL EXCLUSIONS TO SECTION 7

The following Additional Exclusions apply only to this Section 7 (CLUB SUBSCRIPTIONS COVER). This Section is also subject to the General Exclusions.

The **Insurer** will not be liable for:

- (1) claims arising directly or indirectly from circumstances known or accidents or illnesses occurring prior to taking out or renewing a **Club Subscription**.
- (2) claims without a supporting medical certificate from the appropriate **Medical Practitioner** confirming that the **Beneficiary** is unable to participate in their club for a period of at least three (3) months.
- (3) the **Excess**, which shall apply to each claim by each **Beneficiary** making a claim under this Section 7.

**SECTION 8
ATM MUGGING COVER**

COVER

If a **Beneficiary** suffers the **Aggravated Theft** of cash withdrawn by the **Beneficiary** at an ATM with their **Card** within twelve (12) hours of the withdrawal, the **Insurer** shall refund the amount of the transaction up to the **Limit of Liability** for this Section 8 (ATM Mugging Cover).

ADDITIONAL EXCLUSIONS TO SECTION 8

The following Additional Exclusions apply only to this Section 8 (ATM MUGGING COVER). This Section is also subject to the General Exclusions.

The **Insurer** will not be liable for:

- (1) claims for losses which are not directly related to an **Aggravated Theft**.
- (2) claims in respect of **Aggravated Thefts** which are not reported to the police within twenty-four (24) hours of the **Aggravated Theft** occurring.
- (3) claims which are not supported by a transaction receipt or equivalent showing the time, date and amount of the withdrawal.
- (4) the **Excess**, which shall apply to each claim by each **Beneficiary** making a claim under this Section 8.



**SECTION 9
CAR RENTAL BENEFITS - COLLISION DAMAGE WAIVER COVER**

COVER

If a **Beneficiary** is required to pay an excess under a rental agreement following damage to or the theft of a rental vehicle, the **Insurer** will pay up to the **Limit of Liability** for this Section 9 (CAR RENTAL BENEFITS - COLLISION DAMAGE WAIVER COVER) to refund the excess charged by the rental company, provided that:

- (1) the **Beneficiary** is named as a driver on the car rental agreement and there are not more than five (5) named drivers in total;
- (2) the full cost of the rental is charged to the **Card** by the **Beneficiary**;
- (3) the **Beneficiary** does not have more than one (1) car rental agreement at any one time; and
- (4) the **Insurer's** liability shall not exceed the lesser of: (a) the **Limit of Liability** for this Section 9 (CAR RENTAL BENEFITS - COLLISION DAMAGE WAIVER COVER); and (b) the value of the rental vehicle, which limit shall apply in respect of any one accident or occurrence.

This cover only applies to the excess charged by the rental company where the **Beneficiary** has opted not to purchase the additional Collision or Loss Damage Waiver (CDW / LDW) insurance offered by the rental company. It does not replace the mandatory third party liability insurance included in the daily rental charge and the **Beneficiary** should decline to purchase the rental companies CDW cover.

This cover shall apply whether or not the **Beneficiary's** negligence caused or contributed to the theft or damage.

ADDITIONAL EXCLUSIONS TO SECTION 9

The following Additional Exclusions apply only to this Section 9 (CAR RENTAL BENEFITS - COLLISION DAMAGE WAIVER COVER). This Section is also subject to the General Exclusions.

The **Insurer** will not be liable for:

- (1) any claim arising out of or connected with any use of the rental vehicle outside the terms of the car rental agreement.
- (2) any claim arising out of or connected with any mopeds, motorbikes, quad bikes, commercial vehicles, trucks, motor homes and any vehicles not licensed for road use.
- (3) any claim arising out of or connected with any vehicle being used off-road or on any form of race-track or de-restricted toll road (including the Nurburgring).
- (4) any claim arising out of or connected with any vehicle being used in or in-training for racing competitions, trials, rallies or speed testing.
- (5) any claim arising out of or connected with any towing of a trailer, caravan, boat or another vehicle.
- (6) any claim arising out of or connected with any car rental agreement that is for a period longer than sixty-two (62) continuous days.
- (7) any expenses assumed, waived or paid by the car rental company or car rental agency or either of their insurers.
- (8) any claim arising out of any wear and tear or gradual deterioration.
- (9) any claim arising out of any accidental damage to the interior or contents of the rental vehicle.
- (10) any loss, damage, liability, costs or expense that is covered under any insurance which is included in the car rental agreement or covered by insurance purchased from or via the rental company.
- (11) any costs or liability where the **Beneficiary** admits liability, negotiates, makes any promise or agrees any settlement.

- (12) any fines or punitive damages.
- (13) the **Excess**, which shall apply to each claim by each **Beneficiary** making a claim under this Section 9.

SECTION 10A DELAYED FLIGHT COVER

COVER

The **Insurer** shall pay up to the **Limit of Liability** for this Section 10A (DELAYED FLIGHT COVER) for reasonable and necessary additional travel, refreshment and accommodation costs if, during a **Trip**:

- (1) a **Beneficiary** is delayed in reaching their overseas destination or returning to their **Country of Residence** or if the **Beneficiary** fails to arrive at the international departure point in time to board the scheduled **Public Vehicle** on which they are booked to travel as a result of an accident or breakdown of the **Beneficiary's** vehicle or an accident, breakdown or cancellation of transportation on a **Public Vehicle** and no alternative is made available within four (4) hours of the scheduled departure time.
- (2) the departure of the scheduled **Public Vehicle** on which a **Beneficiary** is booked to travel is delayed at the final departure point from or to a **Beneficiary's Country of Residence** for at least twelve (12) hours from the scheduled time of departure due to, strike, industrial action, adverse weather or mechanical breakdown of or a technical fault occurring in the scheduled **Public Vehicle**.

SECTION 10B DELAYED LUGGAGE COVER

COVER

The **Insurer** shall pay up to the **Limit of Liability** for this Section 10B (DELAYED LUGGAGE COVER) for the emergency replacement of essential clothing, medication and toiletries if the **Beneficiary's Baggage** is temporarily lost in transit during the outward journey of a **Trip** whilst in the custody of a scheduled public transport operator or other transport carrier and not returned within four (4) hours, provided written confirmation is obtained and sent to the **Insurer** from the public transport operator or other transport carrier confirming the number of hours the **Baggage** was delayed. In the event that a **Beneficiary's Baggage** is declared permanently lost by the public transport operator, any payment made under Section 10B (DELAYED LUGGAGE COVER) will be deducted from any claim made under Section 5 (BAGGAGE COVER).

ADDITIONAL EXCLUSIONS TO SECTION 10A AND SECTION 10B

The following Additional Exclusions apply only to Section 10A (DELAYED FLIGHT COVER) and Section 10B (DELAYED LUGGAGE COVER). Section 10A and Section 10B are also subject to the General Exclusions.

The **Insurer** will not be liable for:

- (1) any costs and expenses arising out of insufficient time being allowed to arrive at the international departure point.
- (2) any claims that are not supported by written confirmation from the public transport operator or other transport carrier confirming the number of hours the **Baggage** was delayed.
- (3) any claim arising out of or in any way involving a **Beneficiary** voluntarily accepting compensation from the airline in exchange for not travelling on an overbooked flight.
- (4) any costs and expenses incurred where the airline, train or ship operator has offered alternative travel arrangements or accommodation and these have been refused.
- (5) any costs and expenses in respect of items that are not immediately necessary for the **Trip**.
- (6) any items purchased after the **Baggage** has been returned.
- (7) any **Baggage** delay on the final leg of a **Beneficiary's** return flight.



- (8) the **Excess**, which shall apply to each claim by each **Beneficiary** making a claim under this Section 10A or Section 10B.

SECTION 11 MISSED DEPARTURE COVER

COVER

The **Insurer** will pay up to the **Limit of Liability** for this Section 11 (MISSED DEPARTURE COVER) to a **Beneficiary** for reasonable additional travel expenses incurred whilst at the final international departure point to leave or return to their **Country of Residence** whilst on an **Trip** for the rearrangement of an alternative flight if the **Beneficiary** misses their reserved or booked flight or cruise as a direct result of the failure of public transport, as documented by the transport provider, or the **Beneficiary** suffering an **Accident** or breakdown in a private vehicle which requires the assistance of a breakdown service.

ADDITIONAL CONDITION TO SECTION 11

The following Additional Condition applies only to this Section 11 (MISSED DEPARTURE COVER). This Section 11 is also subject to the Claims Conditions and the General Conditions.

- (1) Claims paid under this Section 11 (MISSED DEPARTURE COVER) will be deducted from subsequent claims made under Section 2 (TRIP CANCELLATION AND ABANDONMENT).

ADDITIONAL EXCLUSIONS TO SECTION 11

The following Additional Exclusions apply only to this Section 11 (MISSED DEPARTURE COVER). This Section is also subject to the General Exclusions.

The **Insurer** will not be liable for:

- (1) the withdrawal from service, temporary or otherwise, of an aircraft, common carrier or sea vessel, coach or train under order from any civil aviation authority (or a port, road or rail authority) or of any similar regulatory authority in any country.
- (2) the closure of airspace (temporary or otherwise) under order from any civil aviation authority or of any similar executive authority in any country (including national air traffic control).
- (3) pre-announced strikes or industrial action including, but not limited to, reports on any potential disruptions to common carriers as evidenced by publication in the international press and / or any media announcements.
- (4) the financial failure or financial difficulties of the transport operator.
- (5) the failure of the **Beneficiary** to ensure adequate time has been allowed in the scheduled travel itinerary for transfers via all modes of transport.
- (6) any denied boarding by a common carrier.
- (7) the **Excess**, which shall apply to each claim by each **Beneficiary** making a claim under this Section 11.

**SECTION 12
TRAVEL ACCIDENT COVER**

COVER

The **Insurer** shall pay up to the **Limit of Liability** for this Section 12 (TRAVEL ACCIDENT COVER) if a **Beneficiary** sustains **Bodily Injury** whilst using a **Public Vehicle** on a **Trip** which, within twelve (12) months of the incident giving rise to the **Bodily Injury**, results in their death, complete and permanent loss of use of any limb, entire and irrecoverable loss of sight, speech or hearing or **Permanent Total Disablement**.

The amount that will be paid by the **Insurer** is the **Limit of Liability** for this Section 12 per **Beneficiary** that suffers from death, complete and permanent loss of use of any limb, entire and irrecoverable loss of sight, speech or hearing or **Permanent Total Disablement**.

The **Limit of Liability** under this Section 12 for the death of a **Beneficiary** under the age of sixteen (16) or over seventy (70) at the time of the incident giving rise to the claim is EUR 10,000. Otherwise, the **Limit of Liability** for this Section 12 is as stated in the table on pages 2, 3 and 4.

ADDITIONAL EXCLUSIONS TO SECTION 12

The following Additional Exclusions apply only to this Section 12 (TRAVEL ACCIDENT COVER). This Section is also subject to the General Exclusions.

The **Insurer** will not be liable for:

- (1) any claim related directly or indirectly to any physical defect or infirmity which existed before the start of a **Trip**.
- (2) any sickness or disease not directly resulting from bodily injury whilst using a **Public Vehicle** on a **Trip**.
- (3) any claim for **Permanent Total Disablement** if the **Beneficiary** is aged seventy-five (75) years or over.
- (4) the **Excess**, which shall apply to each claim by each **Beneficiary** making a claim under this Section 12.



**SECTION 13A
THIRD PARTY LIABILITY COVER**

COVER

The **Insurer** shall pay up to the **Limit of Liability** for this Section 13A (THIRD PARTY LIABILITY COVER) for:

- (1) a **Beneficiary's** legal liability for damages in respect of:
 - (a) **Bodily Injury**, illness and disease to a person; and / or
 - (b) **Accidental** loss of or damage to material property (property that is both material and tangible) of a person arising during a **Trip**; and
- (2) legal costs reasonably and necessarily incurred in the defence of a claim for damages covered by (1) above.

ADDITIONAL CONDITIONS TO SECTION 13A

The following Additional Conditions applies only to this Section 13A (THIRD PARTY LIABILITY COVER). This Section 13A is also subject to the Claims Conditions and the General Conditions.

- (1) The **Limit of Liability** for this Section 13A (THIRD PARTY LIABILITY COVER) shall apply in respect of all damages, claims and legal costs arising directly or indirectly from one source or original cause.
- (2) The **Beneficiary** or their **Legal Representatives** shall give the **Insurer** written notice immediately if a **Beneficiary** has received notice of any prosecution or inquest in connection with any circumstances which may give rise to liability under this Section 13A (THIRD PARTY LIABILITY COVER).
- (3) No admission, offer, promise, payment or indemnity shall be made by or on behalf of a **Beneficiary** without the **Insurer's** prior written consent.
- (4) Every claim notice, letter, writ or process or other document served on a **Beneficiary** shall be forwarded to the **Insurer** immediately upon receipt.
- (5) The **Insurer** shall be entitled to take over and conduct in a **Beneficiary's** name the defence or settlement of any claim or to prosecute in a **Beneficiary's** name for the **Insurer's** own benefit any claim for indemnity or damages against all other parties or persons.
- (6) The **Insurer** may at any time pay the **Beneficiary** in connection with any claim or series of claims the **Limit of Liability** for this Section 13A (THIRD PARTY LIABILITY COVER) (after deduction of any sums already paid as legal costs or damages) or any lesser amount for which such claim(s) can be settled. Once this payment is made the **Insurer** shall relinquish the conduct and control and be under no further liability in connection with such claim(s), except for the payment of costs and expenses incurred prior to the date of such payment.

**SECTION 13B
LEGAL EXPENSES INSURANCE COVER**

COVER

The **Insurer** shall pay up to the **Limit of Liability** for this Section 13B (LEGAL EXPENSES INSURANCE COVER) for **Legal Expenses** incurred with the **Insurer's** prior written consent in pursuit of a claim for damages or compensation for **Bodily Injury** or illness caused to a **Beneficiary** by a third party during a **Trip**.

ADDITIONAL CONDITIONS TO SECTION 13B

The following Additional Conditions applies only to this Section 13B (LEGAL EXPENSES INSURANCE COVER). This Section 13B is also subject to the Claims Conditions and the General Conditions.

- (1) All claims or legal proceedings, including any appeal against judgment resulting from the same original cause, event or circumstance, will be regarded as one claim.

- (2) Written consent must be obtained from the **Insurer** prior to incurring **Legal Expenses**. This consent will be given if a **Beneficiary** can satisfy the **Insurer** that:
 - (a) there are reasonable (as determined by the **Insurer's** legal counsel) grounds for pursuing the claim or legal proceedings; and
 - (b) it is reasonable (as determined by the **Insurer's** legal counsel) for **Legal Expenses** to be provided in all the circumstances of the particular case.
- (3) The decision to grant consent will take into account the opinion of a **Beneficiary's Legal Representative** and the **Insurer's** own advisers.
- (4) The **Insurer** may request, at the **Beneficiary's** expense, an opinion of counsel qualified and experienced in the relevant jurisdiction as to the merits of the claim or legal proceedings. If the claim is admitted or proven at trial, the costs in obtaining this opinion will be covered by the **Insurer**.
- (5) If the **Beneficiary** is successful in any legal action and **Legal Expenses** are recovered from the third party, any such **Legal Expenses** that have been funded by the **Insurer** will be reimbursed.
- (6) The **Insurer** may, at its own discretion, assume control at any time of any claim or legal proceedings in a **Beneficiary's** name for damages and / or compensation from a third party.
- (7) The **Insurer** may, at its own discretion, offer to settle a claim with the **Beneficiary** instead of initiating or continuing any claim or legal proceedings for damages and / or compensation from a third party and any such settlement will be full and final in respect of the claim.
- (8) The **Insurer** may, at its own discretion, offer to settle a counter-claim against a **Beneficiary** instead of continuing any claim or legal proceedings for damages and / or compensation from a third party.

**SECTION 13C
IDENTITY THEFT INSURANCE COVER
COVER**

The **Insurer** shall pay up to the **Limit of Liability** for this Section 13C (IDENTITY THEFT INSURANCE COVER) for expenses reasonably and necessarily incurred by a **Beneficiary** as a result of an application for credit being turned down following the **Beneficiary** becoming a victim of identity theft.

ADDITIONAL CONDITION TO SECTION 13C

The following Additional Condition applies only to this Section 13C (IDENTITY THEFT INSURANCE COVER). This Section 13C is also subject to the Claims Conditions and the General Conditions.

- (1) The **Beneficiary** must prove that the expenses were incurred due to the declinature of an application for credit or finance.

ADDITIONAL EXCLUSIONS TO SECTION 13A, SECTION 13B AND SECTION 13C

The following Additional Exclusions apply only to Section 13A (THIRD PARTY LIABILITY COVER), Section 13B (LEGAL EXPENSES INSURANCE COVER) and Section 13C (IDENTITY THEFT INSURANCE COVER). Sections 13A, 13B and 13C are also subject to the General Exclusions.

The **Insurer** will not be liable for:

- (1) any claim arising out of or in any way involving any fraudulent, dishonest, criminal, malicious or willful act committed by a **Beneficiary** or any person acting on behalf of a **Beneficiary**.
- (2) any claims or other legal proceedings between **Beneficiaries**.
- (3) any claim arising out of any bodily injury, illness or disease of any person who is a relative, a travelling companion or under a contract of employment, service or apprenticeship with the **Beneficiary** when the bodily injury, illness or disease arises out of and in the course of their employment to the **Beneficiary**.

- (4) any claim arising out of any loss or damage to property belonging to or held in trust by or in the custody or control of a **Beneficiary** other than temporary accommodation occupied by a **Beneficiary** in the course of the **Trip**.
- (5) any claim arising out of any bodily injury or damage caused directly or indirectly in connection with the ownership, possession or use of aircraft, hovercraft, watercraft (other than non-mechanically powered watercraft less than nine (9) meters in length used on inland waters), mechanically propelled vehicles (other than golf buggies used on golf courses and not on public roads) and firearms (other than sporting guns).
- (6) any claim arising out of any bodily injury caused directly or indirectly in connection with the ownership, possession or occupation of land or buildings, immobile property, caravans or trailers, any willful or malicious act, carrying on of any trade, business or profession or any racing activity.
- (7) any liability or claim assumed by a **Beneficiary** under any contract or agreement, unless such liability would have attached in the absence of such contract or agreement.
- (8) any claim reported to the **Insurer** more than twelve (12) months after the beginning of the incident which led to the claim.
- (9) any **Legal Expenses** incurred in relation to any claim or legal proceedings made or brought against a **Beneficiary**.
- (10) any **Legal Expenses** incurred without the **Insurer's** prior written approval.
- (11) any **Legal Expenses** incurred for any claim or legal proceedings brought against a travel agent, tour operator, carrier, insurer or their agent or the **Insurer**, **Beneficiary** or any company or person involved in arranging this cover.
- (12) any fines or other penalties imposed by a court or other authority.
- (13) any **Legal Expenses** incurred after: (i) the **Beneficiary** has not accepted a reasonable offer from a third party to settle a claim or legal proceeding; or (ii) the **Beneficiary** has not accepted a reasonable offer from the **Insurer** to settle a claim or legal proceeding.
- (14) any **Legal Expenses** which the **Insurer** considers to be unreasonable, excessive or unreasonably incurred (as determined by the **Insurer's** legal counsel).
- (15) any **Legal Expenses** incurred in pursuing any claim for compensation against the manufacturer, distributor or supplier of any drug, medication or medicine.
- (16) any punitive or exemplary damages.
- (17) any claims relating to identity theft where the theft has been committed by someone known personally to the **Beneficiary** including, but not limited to, family, business associates or employees.
- (18) any claims relating to fraudulent transactions, unauthorised transactions or withdrawals following the theft of a **Card**.
- (19) the **Excess**, which shall apply to each claim by each **Beneficiary** making a claim under Section 13A, Section 13B or Section 13C.



SECTION 14 WINTER SPORTS COVERS

SECTION 14A PISTE RESCUE COVER

The **Insurer** will pay costs charged to a **Beneficiary** by a government, regulated authority or private organisation up to the **Limit of Liability** for this Section 14A (PISTE RESCUE COVER) for the necessary rescue of a **Beneficiary** from a piste where the **Beneficiary** cannot continue their descent on the piste as a direct result **Bodily Injury** or illness resulting in a valid claim under Section 1A (MEDICAL ASSISTANCE AND EXPENSES COVER).

ADDITIONAL EXCLUSIONS TO SECTION 14A

The following Additional Exclusions apply only to this Section 4A (PISTE RESCUE COVER). This Section 14A is also subject to the General Exclusions.

The **Insurer** will not be liable for:

- (1) any loss where the **Beneficiary** is more than three hundred (300) metres away from any piste recognised by the local resort.
- (2) any loss which does not result in a valid claim under Section 1A (MEDICAL ASSISTANCE AND EXPENSES COVER).
- (3) any loss where the **Beneficiary** is participating in winter sports activities against the advice of the local resort or where the piste is closed.
- (4) the **Excess**, which shall apply to each claim by each **Beneficiary** making a claim under this Section 14A.

SECTION 14B SKI PACK COVER

The **Insurer** will pay up to the **Limit of Liability** for this Section 14B (SKI PACK COVER) for the proportionate value of any ski pass, ski hire or tuition fees unused due to:

- (1) the **Bodily Injury** or illness of:
 - (a) the **Beneficiary**; or
 - (b) any member of the **Beneficiary's** household travelling with the **Beneficiary**, directly resulting in the **Beneficiary** being unable to ski.
- (2) the loss or theft of a ski pass.

ADDITIONAL EXCLUSIONS TO SECTION 14B

The following Additional Exclusions apply only to this Section 4B (SKI PACK COVER). This Section is also subject to the General Exclusions.

The **Insurer** will not be liable for:

- (1) any loss which is due to be refunded by the local resort, tour operator, travel agent or any other party.
- (2) the **Excess**, which shall apply to each claim by each **Beneficiary** making a claim under this Section 14B.

SECTION 14C SKI HIRE COVER

The **Insurer** will pay up to the **Limit of Liability** for this Section 14C (SKI HIRE COVER) for the necessary hire of skis or a snowboard as a direct result of:

- (1) any loss or breakage of skis or a snowboard owned by the **Beneficiary** during transit on an **Trip**; or
- (2) the misdirection during transit in an **Trip** of the skis or snowboard owned by a **Beneficiary** resulting in being deprived of their use for at least six (6) hours.

ADDITIONAL CONDITION TO SECTION 14C

The following Additional Condition applies only to this Section 14C (SKI HIRE COVER). This Section 14C is also subject to the Claims Conditions and the General Conditions.

- (1) All losses must be reported to the transit carrier and an appropriate written report obtained. In the event of damage, a property irregularity report must be obtained.

ADDITIONAL EXCLUSIONS TO SECTION 14C

The following Additional Exclusions apply only to this Section 14C (SKI HIRE COVER). This Section is also subject to the General Exclusions.

The **Insurer** will not be liable for:

- (1) any loss which is not fully documented by the transit carrier demonstrating a valid claim within this Section 14C.
- (2) the **Excess**, which shall apply to each claim by each **Beneficiary** making a claim under this Section 14C.

**SECTION 15
SPORTS AND ACTIVITIES COVER**

COVER

This Section of cover only applies to **Beneficiaries** on a **Trip** who are under sixty-six (66) years of age.

The **Insurer** shall pay up to the **Limit of Liability** for this Section 15 (SPORTS AND ACTIVITIES COVER):

- (1) the costs of emergency medical, surgical and hospital treatment for **Bodily Injury** to a **Beneficiary** due to an **Accident** that occurs on a **Trip** whilst participating in the sports and activities listed in the Sports and Activities table on pages 30 and 31.
- (2) the costs of emergency medical, surgical and hospital treatment for **Bodily Injury** to a **Beneficiary** due to an **Accident** that occurs on a **Trip** whilst skiing or snowboarding on recognized pistes that are open at the time of the **Accident**.
- (3) the piste rescue costs and emergency transport costs of a **Beneficiary** being taken to a local hospital as a direct result of an **Accident** that occurs on a **Trip** whilst skiing or snowboarding on recognized pistes that are open at the time of the **Accident**.
- (4) A **Beneficiary's** legal liability for damages in respect of **Bodily Injury** caused to a third person due to an **Accident** that occurs on a **Trip** whilst participating in the sports and activities which are shown as having cover for personal liability on pages 30 and 31.
- (5) legal costs reasonably and necessarily incurred in the defence of a claim for damages covered by (4) above.
- (6) the cost of an economy flight or standard rail ticket and up to EUR 150 per night (maximum 10 nights) towards accommodation (room only) costs for one **Close Relative** to accompany the **Beneficiary** whilst in hospital due to an **Accident** in respect of which the **Beneficiary** has cover under this Section 15. Cover shall cease when the **Beneficiary** returns to their **Country of Residence**.

ADDITIONAL EXCLUSIONS TO SECTION 15

The following Additional Exclusions apply only to this Section 15 (SPORTS AND ACTIVITIES COVER). This Section is also subject to the General Exclusions.

The **Insurer** will not be liable for:

- (1) any costs not approved by the **Senior Medical Officer** and / or the **Assistance Company**.
- (2) treatment or surgery that the **Senior Medical Officer** considers can be reasonably delayed until the return to the **Beneficiary's Country of Residence**.
- (3) the cost of any remedial or corrective medical treatment, including physiotherapy, massage, manipulation or similar treatments.
- (4) any treatment or costs incurred for cosmetic reasons, unless the **Senior Medical Officer** agrees that such treatment is medically necessary as a result of the **Accident** or injury.
- (5) any claim for treatment that is not considered an emergency.
- (6) any treatment or medication of any kind that the **Beneficiary** receives after they return to their home or **Country of Residence**.
- (7) any claim arising out of the **Beneficiary's** failure to wear a safety helmet.
- (8) any bodily injury or **Accidents** which occur as a result of drug or alcohol abuse or while under the influence of alcohol (above the local legal driving limit) or drugs, unless as prescribed by a **Medical Practitioner**.
- (9) any claim by or relating to any **Beneficiary** who was aged sixty-six (66) years or over at the time of the **Accident**.

- (10) the **Excess**, which shall apply to each claim by each **Beneficiary** making a claim in respect of each **Accident** under this Section 15. The standard **Excess** is stated in the table on pages 2, 3 and 4 but, in respect of certain sports and activities, a different **Excess** shall apply as stated in the Sports and Activities table below.

SPORTS AND ACTIVITIES

Activity	Covered for personal liability?	Medical Expenses excess
Abseiling	No	standard
Archery	Yes	standard
Assault course	No	EUR 200
Badminton	Yes	standard
Banana boat rides	No	standard
Baseball	Yes	standard
Basketball	Yes	standard
Beach games	Yes	standard
Black water rafting (grade 1 to 4)	Yes	standard
Bowls	Yes	standard
Bum Boarding	Yes	standard
Bungee jump	Yes	standard
Camel riding/trekking	No	standard
Canoeing (Grades 1 to 3) - life jacket and helmet must be worn	Yes	standard
Clay pigeon shooting	Yes	standard
Coasteering	No	EUR 300
Cricket	Yes	standard
Cross Country running	Yes	standard
Curling	Yes	standard
Cycling (excluding mountain biking) – helmet must be worn	Yes	standard
Dinghy sailing	Yes	standard
Dragon boating	Yes	standard
Elephant riding/trekking	No	standard
Falconry	No	standard
Fell walking/running (no climbing)	Yes	standard
Fencing	Yes	standard
Fishing	Yes	standard
Flying as a fare paying passenger in a fully licensed passenger carrying aircraft	No	standard
Football	No	standard
GAA football	No	standard
Glacier walking under 2,000 metres	Yes	standard
Gliding	No	standard
Go-karting	No	standard
Golf	Yes	standard
Hiking under 2,000 metres altitude	Yes	standard
Hiking under 4,000 metres altitude	No	standard
Hockey	No	standard
Horse riding (not polo, hunting or jumping)	No	standard
Hot-air ballooning	No	standard
Ice skating(rink)	Yes	standard
Indoor climbing (at an organised activity centre)	Yes	standard
Jet boating (passenger only)	No	standard
Jet skiing	No	standard
Jogging	Yes	standard
Kayaking (Grades 1 to 3) life jacket/helmet must be worn	No	standard
Kite surfing	Yes	standard

Marathon Running	No	EUR 400
Motorcycling on public roads (under a 250cc engine)	Yes	standard
Netball	Yes	standard
Orienteering (no climbing)	No	standard
Paintballing (with eye protection)	No	EUR 200
Parachuting	Yes	standard
Parasailing (over water)	No	EUR 200
Parascending	No	standard
Passenger on a ski-doo	No	standard
Passenger on a snowmobile	No	standard
Pony trekking (riding hat must be worn)	No	EUR 400
Quad biking (helmet must be worn)	Yes	standard
Racquetball	Yes	standard
Rambling/ Trekking/ Walking (under 2000m altitude)	Yes	standard
River canoeing (up to Grade 3) - life jacket/helmet must be worn	Yes	standard
Roller blading (wearing helmet and pads)	Yes	standard
Roller skating (wearing helmet and pads)	Yes	standard
Rounders	Yes	standard
Rowing	Yes	standard
Running-sprint/long distance	Yes	standard
Safari	Yes	standard
Sail boarding	No	EUR 200
Sand yachting	No	standard
Sailing - (coastal waters up to 12 miles from coast, with adequate qualifications)	No	standard
Scuba diving down to 30 metres if qualified and not diving alone, or accompanied by a qualified instructor (under 14 days)	No	standard
Sea fishing	No	EUR 200
Shark diving (inside a cage)	Yes	standard
Skate boarding	No	EUR 200
Sky diving	Yes	standard
Sleigh rides (passenger only)	Yes	standard
Snorkelling	Yes	standard
Snow shoeing	Yes	standard
Squash	Yes	standard
Surfing (under 14 days)	Yes	standard
Swimming	Yes	standard
Table Tennis	Yes	standard
Tennis	Yes	standard
Ten Pin Bowling	Yes	standard
Track events	Yes	standard
Volleyball	Yes	standard
Wake boarding	No	standard
War games (with eye protection)	Yes	standard
Water polo	Yes	standard
Water ski-ing	Yes	standard
White Water rafting up to Grade 3	Yes	standard
Windsurfing	No	standard
Yachting/Sailing (passenger only, inside territorial waters)	Yes	standard

GENERAL EXCLUSIONS

The **Insurer** will not be liable for:

- (1) the **Excess**.
- (2) any claims by a **Beneficiary** domiciled in North Korea or Syria.
- (3) any costs, expenses or claims following a failure by the **Beneficiary** to follow the advice or instructions of the **Insurer** or the **Senior Medical Officer**.
- (4) any participation in sports and activities, except as expressly covered under Section 15 (SPORTS AND ACTIVITIES COVER).
- (5) any work-related accidents or accidents covered under any employers' liability insurance or workers' compensation programme.
- (6) any **Beneficiary's** recklessness or failure to take reasonable care or precautions.
- (7) any self-inflicted injuries. This exclusion will not apply to injuries incurred when trying to save human life.
- (8) any injuries caused by a **Beneficiary's** negligence or failure to follow the laws and regulations of the country where the **Beneficiary** is travelling.
- (9) any suicide or attempted suicide.
- (10) any injuries or accidents which occur as a result of drug or alcohol abuse or while under the influence of alcohol (above the local legal driving limit) or drugs, unless as prescribed by a **Medical Practitioner**.
- (11) any **Pre-Existing Medical Condition**.
- (12) any terminal illness.
- (13) any industrial action which has commenced or has been announced prior to booking a **Trip**.
- (14) any **Trip** in, to or through countries (or any part of any country) to which a government agency or the World Health Organisation has advised against travel or all but essential travel.
- (15) any **Trip** in, to or through Afghanistan, Syria, Liberia or Sudan.
- (16) any confiscation or destruction of a **Beneficiary's** personal belongings by any government, customs or public authority.
- (17) any liabilities, costs or expenses which are recoverable from any other source.
- (18) any travelling or attempting to travel without appropriate and valid travel documentation including, but not limited to, passports and visas.
- (19) any failure to take, properly or at all, any vaccinations or medication advised for a **Trip**.
- (20) any **War**, strike, riot, civil commotion or labour disturbance.
- (21) any **Terrorism**. This exclusion shall not apply to the cover afforded by Section 1 (MEDICAL ASSISTANCE AND EXPENSES COVER) and Section 12 (TRAVEL ACCIDENT COVER) unless the disturbances were already taking place at the beginning of the **Trip**.

- (22) any ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
- (23) any radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- (24) any exposure to the **Utilisation of Nuclear, Chemical or Biological Weapons of Mass Destruction**.
- (25) any participation by a **Beneficiary** in any criminal act, civil commotion or riot of any kind.
- (26) any **Beneficiary** or travelling companion travelling against the advice of a **Medical Practitioner** or travelling for the purpose of obtaining medical treatment or medical advice.
- (27) any injury, loss, liability, cost or expense suffered as a result of pregnancy or childbirth after the end of the twenty eighth (28th) week of pregnancy.
- (28) any complication of pregnancy and childbirth if the same complication had occurred in a previous pregnancy.
- (29) any participation or engagement in manual work, professional entertaining, professional sports, racing (other than on foot), motor rallies and motor competitions or flying, except as a fare paying passenger in a fully licensed passenger-carrying aircraft.
- (30) any driving of a vehicle, unless an applicable current driving licence is held permitting the use of such vehicle in the **Beneficiary's Country of Residence** and the country visited.
- (31) any venereal diseases, sexually transmitted diseases, human immunodeficiency viruses (HIV), Acquired Immune Deficiency Syndrome (AIDS), AIDS Related Complex (ARC) or any HIV or AIDS related illness, however this has been acquired or may be named.
- (32) any addiction or any taking a drug or drugs for the treatment of any addiction.
- (33) any phobias, anxiety, depression or stress.
- (34) any **Beneficiary** engaging in active service in any of the Armed Forces of any nation.
- (35) any bankruptcy, liquidation or failure of a tour operator, travel agent or transport company or of anyone with whom a **Beneficiary** has made travel or accommodation arrangements.
- (36) any loss, destruction or damage directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.
- (37) any search and rescue costs.
- (38) any claim arising whilst the **Beneficiary** has been told to self-isolate or any claim relating to the **Beneficiary** being unable to travel due to not having the correct vaccinations or test certificates.

The **Insurer** shall not be liable to indemnify any **Beneficiary** against any claim or provide any cover or benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the **Insurer** to any sanction, prohibition or restriction under United Nations' resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

CLAIMS CONDITIONS

MEDICAL CLAIMS

This is not private medical insurance. If the **Beneficiary** is admitted to hospital as an inpatient, someone must contact the **Assistance Company** on the **Beneficiary's** behalf as soon as possible. If they do not, the **Insurer** may not provide cover or the **Insurer** may reduce the amount they pay for the **Beneficiary's** treatment.

Medical Claims as an In-Patient

For medical losses which will involve admission to a hospital as an in-patient and the cost is estimated to exceed EUR 1,000, the **Beneficiary** must contact the **Assistance Company** on the telephone number below. All costs must be approved in advance by the **Assistance Company**.

The **Assistance Company** is GenAssist TPA Limited and they may be contacted at P.O. Box 21472, 1599 Nicosia, Cyprus; Telephone: Claims: 00 357 22 51 92 59 and for assistance 00 357 99 222 567; Email: Capitol@genassist.eu

Please be ready to provide the **Card** number, which should be used as a reference number.

Medical Claims as an Out-Patient

For medical losses which do not require admission as an in-patient (for example GP visits, medication or x-ray) the **Beneficiary** should settle these costs directly and apply for reimbursement when they return to their **Country of Residence**. The **Beneficiary** should contact GenAssist who are the claims handler by email at Capitol@genassist.eu in order to submit a claim.

Non-medical claims should be submitted in the same way as out-patient medical claims.

CLAIMS CONDITIONS APPLICABLE TO ALL SECTIONS OF COVER

- (1) All claims and potential claims must be reported to the **Assistance Company** within thirty (30) days of the incident or event giving rise to the claim. The **Assistance Company** is GenAssist TPA Limited and they may be contacted at P.O. Box 21472, 1599 Nicosia, Cyprus; Telephone: +357 22 452860; Email: Capitol@genassist.eu
- (2) The **Insurer** will only pay amounts if they are not covered by insurance, state benefits or other agreements. The **Beneficiary** must inform the **Insurer** of these and assist the **Insurer** and / or third party providers in seeking reimbursement where appropriate.
- (3) Please ensure that copies are made of all documentation that is sent to the **Insurer** to substantiate a claim.
- (4) The **Beneficiary** will need to transfer to the **Insurer**, at the **Beneficiary's** expense, any damaged item and assign to the **Insurer** the legal rights to recover from the party responsible up to the amount that the **Insurer** has paid.
- (5) If a **Beneficiary** or any other interested party does not comply with the obligations as shown in this **Evidence of Cover**, it may result in a claim being declined. Should a **Beneficiary** deliberately cause the event which led to the claim, commit any fraudulent act or refuse to follow advice given by the claims handlers, then the claim may be denied.
- (6) The **Insurer** may require a **Beneficiary** to be examined by a **Medical Practitioner** or specialist appointed by the **Insurer** to enable a claim to be fully assessed.

- (7) Please provide all the terms, information and documentation and anything else reasonably requested by the **Insurer** in order to make a claim. These must be provided at a **Beneficiary's** own expense.
- (8) The **Beneficiary** must get and act on advice from a **Medical Practitioner** and have any medical examination that the **Insurer** asks and pays for. The **Beneficiary** must give the **Insurer** (at their expense) any documents, information and evidence needed. If the **Beneficiary** dies, the **Insurer** will be entitled to ask for, at their expense, a post-mortem examination.
- (9) A **Beneficiary** shall provide, when requested by the **Insurer** or their representatives, all authorisations necessary to obtain their medical records.
- (10) The **Beneficiary** shall, in a timely fashion, provide assistance and co-operate with the **Insurer** and their representatives in obtaining any other records deemed necessary to evaluate the incident or claim. In no event shall the **Insurer** be liable to pay any claim unless the **Beneficiary** co-operates fully with the **Insurer** and its representatives in the investigation of the claim.

GENERAL CONDITIONS

- (1) The cover shall be governed by and construed exclusively in accordance with the laws of Luxembourg and the courts of Luxembourg shall have the exclusive jurisdiction over any dispute.
- (2) The **Insurer** may cancel any cover provided in respect of **War** by giving seven (7) days written notice to **Advanzia** at their last known address.
- (3) The **Insurer** may cancel this cover, without giving reason, by giving **Advanzia** ninety (90) days written notice at their last known address. Upon cancellation, all cover and benefits afforded by the **Insurer** shall cease.
- (4) If any claim submitted shall in any respect be false or fraudulent, the **Insurer** shall be under no liability to make payment in respect of such claim and any amount already paid by the **Insurer** must be paid back.
- (5) Where a **Beneficiary** or their personal representatives do not comply with any obligation to act in a certain way specified in this **Evidence of Cover**, the **Insurer** shall not be obliged to pay a claim or provide a benefit.
- (6) No sum payable under the **Master Policy** shall carry interest.
- (7) The **Beneficiary** shall take all reasonable steps to avoid or minimise any loss, damage, liability, cost or expense that may be covered under the **Master Policy**.
- (8) The liability of the **Insurer** to make any payment under the **Master Policy** shall be conditional upon the observance by the **Beneficiary** of all terms, conditions and any endorsement(s) of this **Evidence of Cover**.
- (9) The **Insurer** will not pay any claim if any loss, damage payment or liability is also covered wholly or in part under any other insurance, except in respect of any excess beyond the amount which would have been covered under such other insurances had the **Master Policy** not been effected.
- (10) Only **Advanzia** and the **Insurer** can enforce any terms of the **Master Policy**, which may be varied or cancelled without consent of any third party.
- (11) If the **Cardholder** holds more than one **Card**, the **Cardholder** may elect the **Card** relied on for the claim but may not claim using more than one **Card**. If more than one Section of cover responds to a claim, the **Cardholder** may elect which Section of cover applies (but may not recover under more than one Section in respect of the same loss).
- (12) The **Insurer** agrees that all summonses, notices or processes requiring to be served upon them for the purpose of instituting any legal proceedings against them shall be properly served if addressed to them and delivered to them care of:

General Representative for Luxembourg (on behalf of Lloyd's Insurance Company S.A.)
c/o: Arendt & Medemach S.A.
41A avenue J.F. Kennedy
L-2082 Luxembourg City
Luxembourg

Telephone: + 352 40 78 78 7711
Fax: + 352 40 78 04 792
Email: Pierre-Michael.deWaersegger@arendt.com

who, in this instance, has authority to accept service on their behalf.

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By giving the above authority, the **Insurer** does not renounce their right to any special delays or periods of time to which they may be entitled for the service of any such summonses, notices or processes by reason of their residence or domicile in Belgium.

This General Condition will not be read to conflict with or override the obligations of the parties to resolve their disputes as provided for in any other clause and, to the extent required, shall apply to give effect to that process.

- (13) All amounts shown in this **Evidence of Cover** are deemed to be expressed in euro unless clearly stated to the contrary.

COMPLAINTS NOTICE - LUXEMBOURG

Any complaint should be addressed to:

GenAssist TPA Limited
P.O. Box 21472
1599 Nicosia
Cyprus

Telephone: +357 22 452860
Email: Capitol@genassist.eu.

Your complaint will be acknowledged, in writing, within 5 (five) business days of the complaint being made.

A decision on your complaint will be provided to you, in writing, within 8 (eight) weeks of the complaint being made.

Should you remain dissatisfied with the final response or if you have not received a final response within 8 (eight) weeks of the complaint being made, you may be eligible to refer your complaint to the Consumers' Union in Luxembourg. The contact details are as follows:

Consumers' Union (ULC)
55, rue des Bruyères
L-1274 Howald
Luxembourg

Telephone: + 352 49 60 22 1
Fax: +352 49 49 57
Email: info@ulc.lu
Website: www.ulc.lu/fr/Organes/Detail.asp?T=2&D=descr&ID=6

If you have purchased your contract online you may also make a complaint via the EU's online dispute resolution (ODR) platform. The website for the ODR platform is www.ec.europa.eu/odr.

The complaints handling arrangements above are without prejudice to your right to commence a legal action or an alternative dispute resolution proceeding in accordance with your contractual rights.

DATA PROTECTION SHORT FORM PRIVACY NOTICE YOUR PRIVACY NOTICE

WHO WE ARE

We are Lloyd's Insurance Company S.A. (hereafter referred to as "Lloyd's Europe") found in the contract of insurance and / or in the certificate of insurance.

THE BASICS

We collect and use relevant information about you to provide you with the insurance cover or the insurance cover that benefits you, and to meet our legal obligations and the obligations of others in the insurance chain.

This information includes details such as your name, address and contact details and any other information that we collect about you in connection with the insurance cover, or the cover from which you benefit. This information may include special categories of personal data details such as information about your health and any criminal convictions you may have.

In certain circumstances, we need your consent to process certain categories of information about you (including special categories of personal data details as mentioned above). Where we need your consent, we will ask you for it separately. You do not have to give your consent and you may withdraw your consent at any time by sending an email to data.protection@lloyds.com (without however affecting the lawfulness of processing based on consent prior to its withdrawal). Nevertheless, if you do not give your consent, or you withdraw your consent, this may affect our ability to provide the insurance cover from which you benefit and may prevent us from providing cover for you or handling your claims.

The way insurance works means that your information may be shared and used by a number of third parties in the insurance sector (both inside and outside Belgium, and inside and outside the EU). For example, insurers, insurance agents or insurance brokers, reinsurers, loss adjusters, sub-contractors, regulators, law enforcement agencies, fraud and crime prevention and detection agencies and compulsory insurance databases. We will only disclose your personal information in connection with the insurance cover that is provided, and to the extent that it is needed or allowed by law.

We keep your personal details for no longer than is necessary in offering the insurance arranged or to comply with our legal or regulatory requirements.

OTHER PEOPLE'S DETAILS YOU PROVIDE TO US

Where you provide us (or your insurance agent or insurance broker) with details about other people, you must ensure that this short form privacy notice is provided to them.

WANT MORE DETAILS?

For more information about how we use your personal information please see our full privacy notice, which is available in the Privacy section of our website <https://www.lloydseurope.com> or in other formats on request.

COMPLAINTS, CONTACTING US AND THE REGULATOR, AND YOUR RIGHTS

You have rights in relation to the information we hold about you, including the right to access your information. If you wish to exercise your rights, discuss how we use your information or see a copy of our full privacy notice,

LLOYD'S



please contact us or go to the Privacy section of our website <https://www.lloydseurope.com> where we have full details.

You have the right to lodge a complaint with the competent data protection authority, but we encourage you to contact us before doing so.