



bung Elite

Travel Insurance

General terms and conditions Version date 01/07/2025 The document, the Schedule and any endorsement(s) attached form Your Certificate.

This document sets out the conditions of the Certificate between You and Us.

It should be kept in a safe place.

Please read the whole document carefully. It is arranged in different sections. It is important that **You** comply with **Your** duties under each section and under the insurance as a whole.

CERTIFICATE WORDING

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If you need urgent medical assistance

Please call: +31 20 808 0723

(If you need an ambulance or other local emergency service, you should first contact the local emergency services.)

Section 1: THE CERTIFICATE OF INSURANCE

- 1.1 This Certificate is a contract of insurance. This document contains the details of the cover, and the terms, conditions and exclusions relating to each Account holder, and is the basis upon which all claims will be settled.
- 1.2 In consideration of payment of the premium by the Policyholder, the Account holder is entitled to payment of Benefits and Services under this Certificate, during the Period of Insurance, within the geographical limits, subject to the terms, conditions and exclusions.
- 1.3 The Benefits are underwritten by certain Underwriters at Lloyd's. Lloyd's is authorised and regulated by the National Bank of Belgium (NBB) and regulated by the Financial Services and Markets Authority (FSMA)
- 1.4 The Services are either provided or arranged by International SOS. In certain cases, where International SOS arrange assistance services, the cost of such Services must be borne by the Account holder.
- 1.5 This Certificate shall be governed by and construed in accordance with the laws of The Netherlands, and the courts of The Netherlands shall have exclusive jurisdiction in any dispute arising hereunder unless otherwise agreed by Underwriters in writing.

Section 2: MEANING OF WORDS

The following words or expressions shown below appear in bold in this **Certificate** and have the following meanings wherever they appear:

<u>Accident</u> shall mean any sudden, unexpected, external and specific event which occurs at an identifiable point in time and place during a **Journey** which results in **Bodily Injury**.

<u>Account</u> shall mean a valid and activated bung Elite payment plan issued by the **Policyholder** in which the **Benefits** and **Services** of this **Certificate** have been incorporated.

<u>Account holder(s)</u> shall mean any person not yet 76 (seventy-six) years old who holds a valid cover Account issued by the **Policyholder** and his/her **Family**.

Act of Terrorism shall mean an act, including but not limited to the use of force or violence and/or 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 or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.

<u>Assault/ Assaulted shall mean any physical violence or threat of committed by a third party (a person other</u> than a **Relative** or travel companion) with the intention of depriving **you** of **your** items.

Baggage shall mean clothing, luggage and other personal goods belonging to the **Account holder** or for which the **Account holder** is responsible, and which are taken by the **Account holder** on a **Journey** or acquired by the **Account holder** during a **Journey**.

<u>Benefits</u> shall mean the benefits supplied by **Underwriters** under the terms and conditions of this **Certificate**, as set out in sections 7 to 12 inclusive.

Bodily Injury shall mean identifiable physical injury or death, which is caused by an Accident

<u>Card</u> shall mean a valid and activated physical or virtual payment card issued by the **Policyholder** in which the **Benefits** and **Services** of this **Certificate** have been incorporated.

<u>Certificate</u> shall mean this certificate of insurance.

<u>Claims Administrator</u> shall mean **Qover** who is authorised to manage **Account holders** requests and claims on behalf of the **Underwriter** of this **Certificate**.

<u>Close Business Associate</u> shall mean any person whose absence from business for one or more complete days at the same time as **Your Journey** prevents the proper continuation of that business.

<u>Common Carrier</u> shall mean any public transport by road, rail, sea or air with a licensed carrier operating a regular and/or charter passenger service on which **You** are booked to travel.

<u>Compulsory Inclusion</u> shall mean the automatic provision of **Benefits** and **Services** to the **Account holders** where the **Benefits** and **Services** are not offered on an optional basis.

Covered Keys shall mean the keys to your main home and vehicle in your Principal Country of Residence

<u>Covered Papers shall mean your passport</u>, national identity card, driving licence and car registration documents.

Default shall mean any breach of the obligations of either **Party** or any act, omission, negligent act or statement of either **Party**, its employees, agents or sub-contractors and in respect of which liability arises from the defaulting **Party** to the other.

Dependent Child/Children shall mean the children, stepchildren or legally adopted children of the Account holder

who are:

- i) unmarried, and;
- ii) living with such Account holder (unless living elsewhere whilst in full time education), and;
- iii) under 19 years of age (or strictly under 25 years of age if legally and financially dependent and in full time education).

Effective Date shall mean 01st July 2025

Expiry Date shall mean 30th June 2027

Family shall mean the Spouse and Dependent Children.

Handbag / Wallet shall mean Your handbag, satchel, briefcase, wallet, purse or card holder wallet

<u>Illness</u> shall mean any sudden and unexpected deterioration of health, that first manifests during a **Journey** and which is certified by a **Qualified Medical Practitioner** and agreed by an **International SOS Physician**.

International SOS shall mean the 24/7 assistance provider, International SOS Assistance (UK) Ltd, Building 4, Chiswick Park, 566 Chiswick High Road, London, W4 5YE, United Kingdom

<u>International SOS Physician</u> shall mean the physicians nominated by the **International SOS** assistance centres throughout the world.

Journey shall mean the first 90 days (with a maximum 180 travel days in any 12 months period) of any trip (for business or leisure) happening within the **Period of Insurance**. The **Journey** shall be deemed to have begun with the **Cardholder's** departure from the home where such **Cardholder** normally resides and shall have ended upon return to that home. Any journey solely within the country of residence is only covered where **You** are travelling at least 100 kilometres from home and have pre-booked transport or accommodation. Please note if **Your** trip is longer than the maximum duration, benefits will not apply to any part of that trip.

<u>Medical Expenses</u> shall mean all reasonable costs necessarily incurred outside the Account holder's Principal Country of Residence for hospital, surgical or other diagnostic or remedial treatment given or prescribed by a Qualified Medical Practitioner.

Money shall mean coins, bank notes, postal and money orders, travellers and other cheques, current postage stamp, letters of credit, admission and travel tickets, credit and pre-paid cards, coupons or vouchers, all held for private purpose.

<u>Part-charge</u> shall mean that You must pay in full either the accommodation, the transport or **Rental Vehicle** (or any deposits related to them) on the covered **Card**. For example, only paying for the hotel taxes or the flight seats does not meet the eligibility conditions.

Party shall mean a party to this contract of insurance.

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Period of Insurance shall mean the period between the Effective Date and the Expiry Date.

<u>Personal Possessions</u> shall mean Your Covered Keys, Covered Papers, Handbag/Wallet and Portable Electronics

<u>Personal Item(s)</u> shall mean_each of your suitcases, trunks and similar containers (including their contents) and articles worn or carried by You (including Your Valuables and Travel Documents) in Your rental vehicle.

Policyholder shall mean bung B.V, Netherlands

<u>Portable Electronics</u> shall mean Your mobile telephone, portable communication devices, and cameras carried on Your person or within Your Handbag/Wallet

Pre-existing Health Condition shall mean any **Illness**, defect, physical infirmity or condition, including sequela or complications thereof that in the opinion of a **Qualified Medical Practitioner** can reasonably be related thereto or for which the **Account holder** is receiving or has received medical treatment, advice or investigation prior to the **Journey** or for which the **Account holder** is receiving or has received medical treatment, advice or investigation from a doctor, dentist, chiropractor, physiotherapist or naturopath during the 2 years prior to **You** becoming an **Account holder** and/or prior to the booking or commencement of the **Journey**. This includes chronic or ongoing medical or dental conditions which **You** were aware of, or of which **You** could expect to be aware of that may lead to a claim under this **Certificate**.

<u>Principal Country of Residence</u> shall mean Netherlands, Germany, France, Spain, Ireland, Belgium or Italy in which the Account holder(s) has his/her principal place of residence.

<u>Qualified Medical Practitioner:</u> shall mean any medical practitioner who is registered or licensed to practice medicine or dentistry under the laws of any country in which they practice, other than the **Account holder** or **Relative**

Qover shall mean Qover SA, a Belgian untied insurance agent, operating in freedom of services, and is registered with the Financial Services and Markets Authority of Belgium under the code 0650.939.878 with registered address Rue du Commerce 31, 1000 Brussels.

<u>Relative</u> shall mean **Spouse** mother, mother-in-law, father, father-in-law, daughter, daughter-in-law, son, sonin-law, (including legally adopted daughter or son), brother, brother-in-law, sister, sister-in-law, grandfather, grandmother, grandson, granddaughter, or fiancé(e) of an **Account holder**.

<u>Rental Vehicle</u> shall mean a four-wheel passenger car owned by a licensed rental company or agency, which **You** have agreed to hire from them according to the terms of **Your** rental agreement.

<u>Medical Condition</u> shall mean a condition, which in the opinion of an **International SOS Physician** requires emergency medical treatment to avoid death or serious impairment to the **Account holder** or his **Close Business Associate's** health. In determining whether such a condition exists, the **International SOS Physician** may consider the **Account holder**'s geographical location, the nature of the medical emergency and the local availability of appropriate medical care or facilities.

<u>Services</u> shall mean the 24-hour assistance and other related emergency services to be provided by International SOS as described in section 6 of this Certificate.

Spouse shall mean either the **Account holder's** legal wife/husband or, if the **Account holder** is not married, the **Account holder's** common law or registered partner who is cohabiting with the **Account holder** at the same address.

<u>Travel Documents</u> Shall mean, any valid identity document issued by a government or international treaty organisation to facilitate the movement of individuals or small groups of people across international boundaries, following international agreements.

Underwriters/ We/ Us/Our shall mean certain Underwriters at Lloyd's Europe.

<u>Valuables</u> shall mean jewellery, gold, silver, items made of or containing precious metal or precious or semiprecious stone articles, watches, furs, audio, video, computer, television and telecommunications equipment (including mobile phones, Compact Discs, Digital Video Discs, tapes, films, cassettes, cartridges, batteries and headphones), electronic games, handheld consoles/computers and games, iPods/MP3/MP4 players and associated equipment, telescopes, binoculars, sports/activity equipment (excluding winter sports equipment) and photographic equipment only.

You / Your shall mean the Account holder.

Section 3: GEOGRAPHICAL LIMITS

3.1 The Services and Benefits described in this Certificate are provided on a worldwide basis.

Section 4: ELIGIBILITY

- 4.1 Only those Account holders who are not yet 76 (seventy-six) years old on the Effective Date or renewal date(s) shall be eligible for Benefits and/or Services under this insurance.
- **4.2** The **Account holder** is eligible for the **Benefits** and/or **Services** in accordance with the terms and conditions of this **Certificate** or any other eligibility criteria set by the **Policyholder** in writing with the prior agreement from **Underwriters** and/or **International SOS**.
- 4.3 The Spouse and Dependent child(ren) are covered only when travelling with the Account holder.
- 4.4 The Benefits and Services provided to the Account holders shall be on a Compulsory Inclusion basis.
- 4.5 The Account Holder must, before the start of the Journey, at least Part-charge the Journey to the covered Card and must not have any membership interruption from the time of the Journey booking until the end of the Journey.
- 4.6 Your travel meets the definition of Journey and does not exceed 90 consecutive days and 31 consecutive days for the cover provided in Section 12 Car Rental excess waiver. If Your Journey is longer than the maximum duration, Benefits will not apply to any part of that Journey.

Section 5: PERIOD OF INSURANCE

5.1 This Certificate shall commence on the Effective Date and shall be in force until the Expiry Date.

Any **Party** may immediately terminate this **Certificate** on written notice to the other **Party** in the event that:

- (i) the other Party shall be in Default of the performance or observance of any material covenants or provisions hereof and such Party shall have failed to remedy such Default or breach within 30 (thirty) days after receiving written notice of such Default or breach; or
- (ii) any material representation or warranty made by the other **Party** is false or untrue when made; or
- (iii) the other Party shall make a general assignment for the benefit of creditors or a resolution is passed or a petition is presented against the other Party for liquidation, winding-up or dissolution or for the appointment of a liquidator, receiver, trustee, judicial manager or similar official of all or a substantial part of its assets or if execution or any form of action is levied or taken against any of its assets.
- 5.2 In the event of termination or expiry of this **Certificate**, both **Parties** shall be relieved of all future liabilities as at the date of termination or **Expiry Date**, whichever is applicable.
- 5.3 All Account holders are entitled to the Benefits and Services from the date of activation of theirAccount provided that they have accepted the insurance terms and conditions.
- 5.4 The entitlement to **Benefits** and **Services** will cease automatically on the date of termination of the **Account holder's Account.**
- 5.5 An Account holder's eligibility for the Benefits and Services shall cease on the earliest of:
 - (I) the date the Account holder as shown is no longer eligible for the Benefits and Services pursuant to this Certificate; or
 - (ii) the Date of Termination or **Expiry Date**, whichever occurs first.

Section 6: MEDICAL AND TRAVEL ASSISTANCE SERVICES

6.1 Assistance Services

International SOS will provide various medical and travel assistance Services to the Account holder. Those Services provided directly by International SOS are covered under the terms of this Certificate, subject to the premium having been paid. Where a third party, such as a physician or courier, is utilised the provision of such Services is at the expense of the Account holder, unless such costs are covered under the terms of this Certificate.

6.2 International SOS Services

6.2.1 <u>Telephone assistance</u>

If contacted, **International SOS** will provide medical advice to the **Account holder** by telephone, including information on inoculation requirements for travel. **International SOS** will also provide

information on travel visas. It must be noted that any such advice is inevitably limited by the circumstances and **International SOS** cannot be held liable for errors.

6.2.2 Service Provider referral

If contacted, **International SOS** will provide to the **Account holder** contact details for medical or legal service providers, including physicians, dentists, lawyers, legal practitioners, interpreters, hospitals and other relevant persons or institutions. In such cases, whilst **International SOS** exercises care and diligence in selecting the providers, they do not provide the actual advice and are not responsible for the advice given or the outcome thereof. Further, unless the cost of the provision of the actual **Services** by third parties are covered by this **Certificate**, they must be borne separately by the **Account holder**.

6.2.3 Medical Monitoring

In the event of a **Account holder** requiring hospitalisation, **International SOS** will, if required, monitor the **Account holder's Medical Condition** during and after hospitalisation until the beneficiary regains a normal state of health, subject to any and all obligations in respect of confidentiality and relevant authorisation.

6.2.4 Guarantee of Payment

If covered under the terms of this **Certificate**, **International SOS** will guarantee or pay any required hospital admittance deposit on behalf of an **Account holder**.

6.3 Third Party Services

- 6.3.1 In the event of an emergency where, either the Account holder cannot be adequately assessed by telephone for possible evacuation, or the Account holder cannot be moved and local medical treatment is unavailable, International SOS will, send an appropriately Qualified Medical Practitioner to the Account holder. International SOS will not pay for the costs of such Services unless covered under the terms of this Certificate.
- 6.3.2 International SOS will arrange to have delivered to the Account holder essential medicine, drugs, medical supplies, or medical equipment that are necessary for an Account holder's care and/or treatment, but which are not available at the Account holder's location. The delivery of such medicine, drugs and medical supplies will be subject to the laws and regulations applicable locally. International SOS will not pay for the costs of such medicine, drugs or medical supplies and any delivery costs thereof unless covered under the terms of this Certificate.

Section 7: EMERGENCY MEDICAL, EVACUATION AND REPATRIATION EXPENSES

7.1 Medical Expenses

If an Account holder incurs Medical Expenses whilst on a Journey as the direct result of the Account holder sustaining, pregnancy complications Bodily Injury or suffering an Illness (including for COVID-

19), the **Underwriters** will make a payment to the **Account holder** in respect of such expenses up to the limit shown in Section 13 of this **Certificate**.

7.2 Emergency Evacuation and Repatriation Expenses.

- 7.2.1 In the event that an Account holder sustains, pregnancy complications, Bodily Injury or suffers an Illness whilst on a Journey, and the Account holder is in a Medical Condition, and in the opinion of International SOS such arrangements are necessary on medical grounds, International SOS will arrange for the transportation for moving the Account holder to the nearest hospital where appropriate medical care is available or International SOS will arrange for the repatriation of the Account holder to the Principal Country of Residence.
- **7.2.2** If required, **International SOS** will also arrange for the provision of appropriate communication and linguistic capabilities, mobile medical equipment and a medical escort.
- 7.2.3 International SOS reserves the right to decide whether the Account holder's Medical Condition is sufficiently serious to warrant an emergency medical evacuation. International SOS further reserves the right to decide the place to which the Account holder shall be evacuated to and the means or method by which such evacuation will be carried out having taken into account all the assessed facts and circumstances of which International SOS is aware at the relevant time.
- 7.2.4 International SOS reserves the right to decide the means or method by which such repatriation will be carried out having taken into account all the assessed facts and circumstances of which International SOS is aware at the relevant time.

7.3 Transportation of Mortal Remains

In the case of death of an **Account holder** whilst on a **Journey** outside the **Principal Country of Residence**, **International SOS** will arrange for transporting the **Account holder's** mortal remains from the place of death to any location as may be reasonably selected by the **Account holder's** legal personal representative.

7.4 Transportation to join an Account holder

International SOS will arrange an economy class return ticket for a person chosen by the Account holder to join the Account holder who has been or will be hospitalised outside the Principal Country of Residence as a result of Bodily Injury or Illness, subject to International SOS' prior approval and only when judged necessary by International SOS on medical and compassionate grounds.

7.5 Return of Dependent Children

If **Dependent Children** are left unattended as a result of an **Account holder's Bodily Injury** or **Illness** whilst on a **Journey**, **International SOS** will arrange the transportation for such **Dependent Children** by **Common Carrier** to their normal place of residence. Qualified attendants will be provided when deemed appropriate by **International SOS**.

7.6 Specific Exclusions Applying to Section 7

In addition to the General Exclusions, the following treatment, items, conditions, activities and their related or consequential expenses are specifically excluded from the cover provided by this section:

- 7.6.1 Any costs You incur outside the Principal Country of Residence after the date International SOS tells You should return home or arrange for You to return home. (Our liability to pay further costs under this section after that date will be limited to what We would have paid if Your repatriation had taken place)
- 7.6.2 Dental expenses unless incurred as a result of an Illness or Bodily Injury;
- 7.6.3 Optical expenses, unless incurred as a result of an Illness or Bodily Injury;
- 7.6.4 Treatment provided other than by a Qualified Medical Practitioner;
- 7.6.5 Medical and Dental expenses incurred within the Principal Country of Residence;
- **7.6.6** Expenses incurred which are non-medical in nature such as but not limited to telephone calls (unless costs to contact **International SOS** during an emergency abroad), newspapers, internet charges;
- 7.6.7 Services rendered without the authorisation and/or intervention of International SOS;
- 7.6.8 Elective cosmetic surgery;
- 7.6.9 Expenses incurred for treatment not supported by a medical report;
- 7.6.10 Expenses for treatment that an International SOS Physician considers are not medically necessary whilst on a Journey and can be treated on the Account holder's return to their Principal Country of Residence;
- **7.6.11** Any claim arising from pregnancy, unless unexpected complications which first arise after departing on Your Journey.

Section 8: PERSONAL LIABILITY

8.1 What is covered

- 8.1.1 If whilst on a Journey the Account holder is involved in an incident which results in him or her becoming legally liable to pay damages or costs in respect of Illness/ disease, death, Bodily Injury and/or accidental loss of or damage to material property belonging to any third party then the Underwriters will pay to the Account holder and/or the third party against all sums which they shall become legally liable to pay to a third party claimant up to the limit specified in Section 13 of this Certificate.
- **8.1.2** The limit shown in Section 13 of this **Certificate** includes the **Account holder's** costs and expenses incurred with the prior written approval of **Underwriters.**

8.2 Special Conditions:

- **8.2.1** The liability of the **Underwriters** for all sums payable by the **Account holder** under this section shall not exceed the limits shown in Section 13;
- 8.2.2 The Account holder shall give immediate notice to the Underwriters of any occurrence for which there may be liability under this section and shall provide the Underwriters with such particulars and information as the Underwriters may require and shall forward to the Underwriters immediately on receipt any letter, writ, summons and process and shall advise the Underwriters in writing immediately the Account holder has knowledge of any impeding prosecution, inquest or inquiry in connection with the said occurrence;
- 8.2.3 No admission of liability or offer, promise or payment shall be made without the prior written consent of the Underwriters. The Underwriters shall be entitled at their discretion to take over settlement of any claim and to prosecute at their own expense and for their benefit any claim for compensation or damage against any other person. The Account holder shall give any and all information and assistance required;
- 8.2.4 The Underwriters may at any time and at their sole discretion pay to the Account holder the maximum sum payable under this section in respect of any claim. The Underwriters shall then be exempt from all future liability under this section.
- 8.2.5 In the event of Your death, Your legal representative(s) will have the protection of the Benefit provided that such representative(s) comply(ies) with the terms and conditions outlined in this Certificate.

8.3 Specific Exclusions Applying to Section 8

In addition to the General Exclusions, the following conditions, activities and their related or consequential expenses are specifically excluded from the cover provided by this Section:

- 8.3.1 Bodily Injury to employees of the Account holder;
- 8.3.2 The Account holder's liability arising out of:
 - a) the use of vehicles, aircraft or watercraft (other than manually propelled such as rowing boats, punts or canoes);
 - b) property belonging to or held in trust by or in the custody of, or control of the Account holder, except for temporary holiday accommodation occupied (but not owned) by You;
 - c) any wilful or malicious act;
 - d) the ownership or use of firearms;
 - e) the carrying on of any trade, profession or business;
- 8.3.3 The Account holder's liability to other members of the Family; and
- 8.3.4 Liability which has been assumed by the Account holder under contract or agreement unless the liability would have attached in the absence of such contract or agreement;

Section 9: BAGGAGE, MONEY AND TRAVEL DOCUMENTS

9.1 Baggage

- 9.1.1 If, whilst on a Journey, an Account holder sustains accidental loss of, theft of or damage to Baggage and Valuables, the Underwriters will pay the Account holder in respect of such loss, theft or damage up to the limits shown in Section 13 of this Certificate.
- 9.1.2 In order to be reimbursed by the Underwriters, the Account holder must provide a detailed description of the property along with its date of purchase and value. Bills, invoices or other proof are required. Stolen or damaged property will be valued for the full replacement cost of Your items, with no depreciation or deductions for wear and tear at the time of the loss, theft or damage or We may replace, reinstate or repair the lost or damaged Baggage or Valuables.

9.2 Money

- 9.2.1 If, whilst on a Journey, an Account holder sustains accidental loss, theft, or damage to Money, the Underwriters will pay the Account holder in respect of such loss, theft or damage up to the limits shown in Section 13 of this Certificate.
- **9.2.2** In order to be reimbursed by the **Underwriters**, the **Account holder** must provide a detailed description of the **Money** lost.

9.3 Travel Documents

- 9.3.1 If, whilst on a Journey, an Account holder sustains loss or theft of the Travel Documents, the Underwriters will pay the Account holder in respect of such loss or theft for reasonable additional travel and accommodation expenses incurred necessarily abroad to obtain replacement of the Travel documents as well as the pro-rata cost of the lost or stolen document up to the limits shown in Section 13 of this Certificate.
- **9.3.2** In order to be reimbursed by the **Underwriters**, the **Account holder** must provide a detailed description the of the **Travel documents** lost and all receipts, bills or invoices for the expenses incurred.

9.4 Specific Exclusions Applying to Section 9

In addition to the General Exclusions, the following items, conditions, activities and their related or consequential expenses are excluded from the cover provided by this Section:

- 9.4.1 Claims in respect of accessories for vehicles or boats.
- 9.4.2 Loss or damage due to:
 - a) moths, vermin, atmospheric or climatic condition or gradual deterioration;
 - b) mechanical or electrical failure;
 - c) any process of cleaning, repairing, restoring or alteration;
- 9.4.3 Theft not reported to either the police within 24 (twenty four) hours of discovery and a written

police report obtained or in case of loss if **You** do not obtain from the airline, shipping line or their handling agent within any timescales stated in their terms and conditions and a 'Property Irregularity Report';

- 9.4.4 Loss or damage due to confiscation or detention by customs or any other authority;
- 9.4.5 Loss or theft of or damage to Baggage, Valuables or Money left unattended:
 - a) unless locked in **Your** accommodation;
 - b) in a motor vehicle/ trailer/ caravan unless secured in a locked compartment.
- 9.4.6 Breakage of sports equipment in use or loss of or damage to bicycles or hired equipment;
- 9.4.7 Loss of, theft of or damage to contact, corneal or micro-corneal lenses;
- 9.4.8 The first EUR 50 per event being the Excess as stated in Section 13;
- 9.4.9 Personal goods borrowed, hired or rented by the Account holder;
- **9.4.10** In respect of **Money**, devaluation of currency or shortages due to errors or omissions during monetary transaction;
- **9.4.11** Loss or theft of or damage for **Money or Valuables** from **Baggage** which is checked in with an airline or other travel company;
- **9.4.12** Baggage, Valuables, Money or Travel documents that are stolen whilst being transported in a motor vehicle, trailer or caravan, unless there is a trace of forced burglary and that a police report is provided.

Section 10: CANCELLATION AND CURTAILMENT

10.1 What is covered

If an **Account holder** incurs expenses as the direct and necessary result of the cancellation, curtailment or rearrangement of any part of the original itinerary for the **Account holder's Journey** is the direct consequence of:

- 10.1.1 the Account holder dying, sustaining pregnancy complication, Bodily Injury or suffering illness;
- 10.1.2 the death, Bodily Injury or Illness of a Relative or travel companion;
- 10.1.3 compulsory quarantine (personal and regional), jury service, subpoena or hijacking involving theAccount holder or travel companion;
- 10.1.4 If Your outward journey on scheduled Common Carrier is delayed at the final departure point for more than 24 hours from the scheduled time of departure due to strike or industrial action; or adverse weather conditions; or mechanical breakdown of or a technical fault occurring in the scheduled Common Carrier on which You are booked to travel;
- 10.1.5 the Account holder, travel companion or person with whom the Account holder is staying with, has

its leave being cancelled by the Armed Services, Police, Fire, Nursing or Ambulance Services or employees of a Government Department;

- **10.1.6** The **Account holder** receives a positive PCR test result for COVID-19 within 14 days prior to **Your** departure, or whilst on a **Journey**;
- **10.1.7** Your redundancy where You are in permanent employment, and have passed Your probationary period, with Your employer;
- 10.1.8 The vehicle which You intended to use for Your trip is stolen, or damaged and is unroadworthy, within seven days of the original departure date, and repairs are unable to be completed by the day of departure, only the costs of an equivalent hire vehicle will be covered, and <u>no cancellation costs</u> will be paid;
- 10.1.9 The emergency services requesting You to remain at or subsequently return home due to serious damage to Your home or business (where the Account holder is the owner, manager or principal of the business) caused by a third party that is not related to You;
- 10.1.10 The Travel Advice Unit of your local government or other regulatory authority in a country in which You are travelling advising against all travel or all but essential travel to the area You are travelling to/in, but not including where advice is issued due to a pandemic or regional quarantine, providing the advice came into force after You purchased this insurance or booked the trip (whichever is the later) and was within 21 days of Your departure date.

then the **Underwriters** will pay the **Account holder** for the unused portion of prepaid excursions, travel and accommodation expenses as included in the **Journey** as per the limits shown in Section 13.

Underwriters will also pay the **Account holder** for any additional accommodation expenses, as a direct result of an **Account holder's** self-isolation or any quarantine requirements or restrictions, whilst on a **Journey**, as per the limits shown in Section 13.

10.2 Specific Exclusions Applying To Section 10

In addition to the General Exclusions, the following treatment, items, conditions, activities and their related or consequential expenses are specifically excluded from the cover provided by this Section:

- 10.2.1 Cases of minor Illness or Bodily Injury of the Account holder, which in the opinion of the International SOS Physician can be adequately treated locally, and which do not prevent the Account holder from continuing their travels or work;
- **10.2.2** Death, injury or illness of any pet or animal.
- **10.2.3** Any global or national quarantine requirements or restrictions in movement of people including border closures or stay at home restrictions This exclusion does not apply to individual losses where coverage is afforded under Section 10.1
- 10.2.4 Cost of any PCR or other testing for COVID-19
- 10.2.5 Food and Drink consumed whilst in self-isolation or quarantine

- **10.2.6** Any **Journey** booked after receipt of a terminal prognosis of the **Account holder**, **Relative**, any person with whom **You** are travelling, or any person with whom **You** have arranged to stay;
- **10.2.7** Any claim arising from pregnancy, unless unexpected complications which first arise after departing on Your Journey.

Section 11: INCONVENIENCE

11.1 Travel Delay

11.1.1 In the event of:

- (i) industrial action;
- (ii) adverse weather conditions;
- (iii) mechanical breakdown of or technical fault of the **Account holder's Common Carrier** on which he is booked to travel.

which results in the delayed departure of the **Account holder's Common Carrier** for at least 4 (four) hours on the outward or return **Journey** from the time shown in the carrier's travel itinerary as supplied to the **Account holder**, the **Underwriters** will arrange a payment to the **Account holder**.

- **11.1.2** The payment to the **Account holder** under Section 11.1 is for reasonable expenses up to the limits as shown in Section 13 of this **Certificate**, provided always that the **Account holder** shall have checked-in according to the itinerary given to him or her by the tour operator or carrier and shall have obtained written confirmation from the **Common Carrier** or their handling agents that the delay was due to an event described in this section. Such confirmation must state the actual period of the delay.
- **11.1.3** The delay period shall be calculated from the scheduled departure time of the **Common Carrier** shown in the itinerary.

11.2 Baggage Delay

- 11.2.1 In the event of an Account holder's Baggage being temporarily lost or misplaced on an outward part of a Journey by the airline, shipping line or their handling agents, for at least 6 (six) hours, the Underwriters will reimburse the Account holder up to the limits as shown in Section 13 of this Certificate for the purchase of immediate necessities. Written confirmation (Property Irregularity Report) of such delay must be obtained from the airline, shipping line or their handling agents stating the actual period of the delay.
- **11.2.2** If the baggage is permanently lost, the amount will be deducted from the final amount to be paid under Section 9 Baggage.

11.3 Specific Exclusions Applying to Section 11

In addition to the General Exclusions, the following conditions, activities and their related or consequential expenses are specifically excluded from the cover provided by this Section:

11.3.1 In respect of travel and baggage delay, the payment in respect of the first 4 (four) or 6 (six) hours of

delay; being the Excess as stated in Section 13;

- **11.3.2** Delay resulting from the failure of the **Account holder** to allow reasonable time to reach the point of departure given the circumstances known at the time;
- 11.3.3 Strike or industrial action or air traffic control delay which had commenced or for which the start date had been announced before You made Your travel arrangements for Your trip, and/or You becoming a valid Account holder.
- **11.3.4** Withdrawal from service (temporary or otherwise) of public transport on the recommendation of the Aviation Authority or a Port Authority or any similar body in any country.
- **11.3.5** In respect of **Baggage** delay, temporary loss/misplacement where **You** do not obtain a written report from the **Common Carrier** or their handling agent within any timescales stated in their terms and conditions and a 'Property Irregularity Report' obtained from such carrier
- **11.3.6** In respect of travel delay when **You** do not obtain a written report from the **Common carrier** (or their handling agents) of the number of hours of delay and the reason for the delay.
- 11.3.7 Reimbursement where itemised receipts are not provided.
- 11.3.8 Any claim due to confiscation or detention by customs or any other authority
- **11.3.9** Any costs or charges for which any carrier or provider must, has or will reimburse **You** and all amounts paid in compensation by the carrier.

Section 12: CAR RENTAL EXCESS WAIVER

12.1 What is covered

We will pay up to the limit shown in Section 13 if the licensed rental agency or company holds You responsible for costs arising from:

- 12.1.1 material damage to the Rental Vehicle during the period of hire resulting from damage, fire, vandalism, or theft of the Rental Vehicle, including its tyres or glass;
- 12.1.2 administration fees charged by the rental company for processing your damage costs
- 12.1.3 replacement of the Car hire keys if these are lost, stolen, or damaged during the rental agreement. This will also include, where necessary, the costs to replace locks or for a locksmith to break into the Rental Vehicle, You will need to contact the Car hire company immediately and follow their instructions.
- 12.1.4 misfuelling of the Rental Vehicle.
- **12.1.5** any claim from the rental company for subsequent loss of revenue whilst the **Rental Vehicle** is unavailable for hire as a result of such damage or loss.

In addition, We will pay up to the limit shown in Section 13 for costs arising from:



12.1.6 Your Personal Items being damaged following attempted theft or stolen from the locked boot, covered luggage area or glove box of the **Rental Vehicle**, during **Your** rental agreement.

12.2 SPECIAL CONDITIONS

No cover will apply to any driver who:

- 12.2.1 does not hold a valid driving license for the class of rental vehicle being driven;
- **12.2.2** is under 21 years of age;
- 12.2.3 violates the conditions of the rental agreement;
- **12.2.4** is not named under the rental agreement;

12.3 Specific exclusions applying to Section 12

No cover under this section will apply in respect of the following types of rental vehicle:

- **12.3.1** mopeds and motorbikes; commercial vehicles, trucks, motor homes, and vehicles not licensed for road use including but not limited to trailers or caravans;
- **12.3.2** rental vehicles being used for reward, motor racing, rallies, speed, endurance tests, or practicing for such events;
- 12.3.3 The driver will not be covered when renting more than one passenger car at the same time;
- 12.3.4 Rental agreement with a duration exceeding 31 consecutive days;
- **12.3.5** Revolving or lease type contracts are not covered;
- 12.3.6 Any incidents if the rental vehicle is driven off-road;

Section 13: SUMMARY OF BENEFITS, LIMITS OF LIABILITYAND EXCESSES

All amounts shown are individual limits per insured member per event.

Section	Benefit	Benefit Limit per Account holder per event in EUR	Excess per Account holder per event in EUR / Time
6	Medical and Travel Assistance Services	Benefit limit not applicable to this section	Not applicable
7	Emergency Medical, Evacuation and Repatriation Expenses Emergency dental treatment	up to 2,500,000	50
		up to 200	
8	Personal Liability	up to 1,000,000	Nil
9	Baggage, Money, and Travel documents		
	Loss of Baggage Loss of Money Document Replacement	up to 1,000	50
10	Cancellation	up to 3,000	50
11	Inconvenience Benefits Travel delay	up to 250	4 (four) hours waiting period
	Baggage delay	up to 340	6 (four) hours waiting period
12	Car Rental Excess Waiver	up to 3,000	Nil

Section 14: GENERAL CONDITIONS

- 14.1 The Account holder must take reasonable care to prevent loss, theft, damage, expense, liability,Bodily Injury or Illness, and to protect, save and/or recover Baggage and Money.
- 14.2 International SOS shall use its best endeavours to provide the Benefits and Services described in this Certificate but any help and intervention depends upon, and is subject to local availability and has to remain within the scope of national and international law and regulations and intervention depends on International SOS obtaining the necessary authorisations issued by the various authorities concerned. International SOS shall not be required to provide Benefits and Services to the Account holders, who in the sole opinion of International SOS are located in areas which represent war risks, political or other conditions such as to make such Services impossible or reasonably impracticable.
- 14.3 Written notice of any event or proceedings which may give rise to a claim shall be given to Underwriters within 30 (thirty) days of the occurrence or as soon as reasonably practicable. All certificates, information, consents and evidence required by Underwriters shall be provided at the expense of the Account holder or their legal representative. A claim form must be completed by the Account holder and submitted to Underwriters within 90 (ninety) days of such event. This time limit may be extended subject to the prior approval of Underwriters where supporting accounts are not available in time. All documents submitted in respect of expenditure incurred must be originals and notphotocopies.
- 14.4 Written notice of any event or proceedings which may give rise to a claim shall be given to Underwriters within 30 (thirty) days of the occurrence or as soon as reasonably practicable. All certificates, information, consents and evidence required by Underwriters shall be provided at the expense of the Account holder or their legal representative. A claim form must be completed by the Account holder and submitted to Underwriters within 90 (ninety) days of such event. This time limit may be extended subject to the prior approval of Underwriters where supporting accounts are not available in time. All documents submitted in respect of expenditure incurred must be originals and not photocopies.
- 14.5 If the Account holder or anyone acting on his/her behalf makes a fraudulent claim under thisCertificate the Underwriters:
 - (a) are not liable to pay the claim and any future claim;
 - (b) may recover from the **Account holder** any sums paid to the **Account holder** in respect of the fraudulent claim; and
 - (c) may by notice to the **Account holder** treat the Certificate as having been terminated with effect from the fraudulent act.
- 14.6 If the Benefits and Services of this Certificate are covered in whole or in part by any other insurance and/or national insurance programme and/or any other source, the Account holder shall only be entitled to claim those costs which cannot be recovered by the Account holder from such other sources.
- 14.7 Any portion of an Account holder's travel ticket, which is unused following the provision of

Qover

evacuation/repatriation Services or cancellation Benefits, is to be supplied to the Claims Administrator.

14.8 Underwriters may at any time and at their own expense and without prejudice to this Certificate take proceedings in the name of the Account holder to obtain compensation or secure a payment from any third party in respect of any event giving rise to the provision of Benefits and Services.

14.9 Sport and activities

- (a) **You** are covered for the following activities for MEDICAL EXPENSES AND EMERGENCY ASSISTANCE and PERSONAL LIABILITY.
- (b) Sports and activities are excluded if **Your** participation in them is the sole or main reason for **Your Journey** (excluding golf, skiing and snowboarding)
- (C) Any sports and activities marked with * are excluded under PERSONAL LIABILITY.

 Abseiling* 	 Horse Trekking* 	 Skidoo/snowmobiling*
• Archery*	 Hot air ballooning* 	 Skiing (on piste or off piste
Badminton	Ice Skating (on recognised ski rinks)	with a guide)
• Baseball	• Jet Biking*	 Snowblading*
Basketball	• Jet Skiing*	 Snowboarding (on piste or off piste with a guide)
Bowling	Kitesurfing	Snowshoeing
Camel Riding	Monoskiing	• Squash
 Canoeing (up to grade/class 3)* 	 Mountain bicycling on tarmac* 	Surfing
 Clay pigeon shooting* 	Netball	Table Tennis
Cricket	Orienteering	• Tennis
 Cross country skiing* 	Paintball*	 Tobogganing*
 Elephant Riding* 	Pony Trekking	Trampolining
 Fell running* 	Racquetball	Trekking (up to 4000 metres
		without use of climbing
		equipment)
 Fencing* 	Road Cycling	Volleyball
• Fishing	 Roller skating 	 War games*
Football	Rounders	• Water polo
 Glacier Skiing* 	Running	Water Skiing
• Go- Karting*	• Sailing (within 20 Nautical Miles of the coastline)	Wind Surfing
• Golf	 Sailing (outside 20 Nautical Miles of the coastline)* 	 Yachting (within 20 Nautical Miles of the coastline)
• Hockey	Scuba Diving - unqualified, above 18 metres	• Yachting (outside 20 Nautical Miles of the coastline)*
 Horse Riding* 	 Scuba Diving - qualified, up to your qualification to a maximum of 50 metres †(see note below) 	

⁺ Scuba diving – **You** are only covered for scuba diving up to the depth of **Your** qualification. **You** must hold the relevant qualification for **Your** dive and be diving under the direction of an accredited dive marshal, instructor, or guide and within the guidelines of the relevant diving or training agency or organisation.

IMPORTANT: You are not covered when participating in any training or qualification course.

Section 15: GENERAL EXCLUSIONS APPLYING TO ALL SECTIONS

This **Certificate** does not cover:

- **15.1** Any claim which is more specifically covered elsewhere, as more fully set forth in General Condition 14.5.
- 15.2 Claims for events occurring after the Journey;
- **15.3** Any claim in respect of **Account holders** aged 76 (seventy-six) years or older at the start of a **Journey**.
- **15.4** Any Pre-existing Health Condition;
- **15.5** Any **Journey** booked or undertaken against medical advice;
- 15.6 Any Journey specifically undertaken with the intention of obtaining medical treatment;
- 15.7 Any claim arising from or related to wilfully self-inflicted Bodily Injury or Illness, insanity, alcohol, drug or substance abuse or self-exposure to needless peril (except in an attempt to save human life) or suicide;
- **15.8** Any claim resulting from the failure of the **Account holder** to exercise all reasonable care to protect themselves and their property;
- **15.9** The commission of, or the attempt to commit, an unlawful act;
- 15.10 Any claim arising from or related to involving the use of or release or the threat thereof of any nuclear weapon or device or chemical or biological agent, including but not limited to claims in any way caused or contributed to by an Act of Terrorism or war regardless of any contributory causes(s); This exclusion does not apply to Section 7: Emergency medical, evacuation and repatriation expenses
- **15.11** Any claim arising from or related to loss or destruction of, or damage to, any property whatsoever or any other loss or expense whatsoever, caused by or contributed to by or arising from:
 - (a) ionizing radiations or contaminations by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - (b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
 - (C) nuclear reaction, nuclear radiation or radioactive contamination
- 15.12 Any claim arising from or related to:
 - **15.12.1** war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power;
 - or

15.12.2 any Act of Terrorism.

This exclusion does not apply to Section 7: Emergency medical, evacuation and repatriation expenses

This exclusion also excludes loss, damage, cost or expense of whatsoever nature caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to 15.1 and/ or 15.2 above.

If the **Underwriters** allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the **Account holder**.

In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

- **15.13** The **Account holder** working overseas exercising any form of hazardous work, being work with an increased risk of death, injury or illness, in connection with any business, trade or profession;
- **15.14** Any claim arising from or related to the **Account holder** engaging in any form of aerial flight except as a fare-paying passenger on a regular scheduled airline or licensed charter aircraft over an established route;
- **15.15** Any claim arising from or related to **Bodily Injury** occurring while the **Account holder** is engaged in any hazardous activity, pastime or pursuit such as caving, mountaineering or rock climbing necessitating the use of guides or ropes, potholing, skydiving, parachuting, bungee-jumping, hang-gliding, deep sea diving utilizing hard helmet with air hose attachments, martial arts, rallying, racing of any kind other than on foot, and any organized sports undertaken on a professional or sponsored basis;
- **15.16** Any claim arising from or related to the **Account holder** engaging in active service in the armed forces of any nation;
- 15.17 Any claim arising from or related to any form of Financial Guarantee, Surety or Credit Indemnity.
- **15.18** Any claim arising from or related to the **Account holder** travelling to a country where **Your** local government authority has advised against non-essential travel.

Section 16: REQUESTING EMERGENCY or TRAVEL ASSISTANCE

16.1 Emergency Medical and Travel assistance Services are available 24 hours a day from International SOS.

In the event that the Account holder requires these Services, please call +31 20 808 0723

Section 17: HOW TO MAKE A CLAIM

17.1 In the event of an event occurring that may give rise to a claim under this Certificate, the Account holder, or his representative, should advise his claim to the Claim Administrator by:

- completing a new claim in the Make a Claim section of the Bunq mobile app
- completing Qover's online claim form at https://bunq.qover.com
- emailing for ongoing claims at <u>claims@claims.qover.com</u>
- call for ongoing claims at +31 20 808 0723 during Belgium office hours of 09.00 to 17.00hrs.
- **17.2** The **Account holder** must first check his/her policy wording and the relevant section(s), terms, conditions and exclusions, to ensure that what **You** are intending to claim for is covered.

17.3 What to provide in case of claim:

You will need to provide some documentation to support **Your** claim, where possible **You** should obtain and provide the below documentation to support **Your** claim.

The **Claim Administrator** may request more information or documentation than **You** initially provide if required to substantiate **Your** claim.

Your claim could be refused if **You** do not provide the required information. Please keep copies of all documents **You** submit to the **Claim Administrator**.

For all claims

- **Your** original booking invoice(s) and travel documents showing the dates of travel and booking date.
- Original receipts and accounts for all out-of-pocket expenses **You** have to pay.
- Original bills or invoices **You** are asked to pay.
- Details of any other insurance that may also cover the incident.
- Any documentation You have to substantiate Your claim.
- For all claims relating to Illness or Bodily Injury a medical certificate will need to be completed by the treating Qualified Medical Practitioner treating You, a Relative, or any person with whom You are travelling or staying with. For any claims due to a death, We will require a medical certificate from the Qualified Medical Practitioner treating You, a Relative, or any person with whom You are travelling or staying with and a copy of their death certificate.
- Original receipts or proof of ownership for stolen, lost or damaged item(s).

For Emergency Medical Expenses and Assistance claims

- In case of any medical emergency, **You** must contact **International SOS** as soon as possible.
- For outpatient treatment **You** should pay for the treatment. Please keep all original receipts and obtain a medical report from the **hospital** confirming the **illness** or **Bodily Injury**, any treatment and admission and discharge dates if applicable.
- A medical report from the **Qualified Medical Practitioner** confirming the treatment and medical expenses.
- If there are any outstanding expenses, please send a copy of the outstanding bill.

Please also mark on it that it remains outstanding.

- If **You** incur any additional expenses after **Our** prior authorisation, please provide these receipts.

For Personal Liability claims

- Detailed explanation of the circumstances surrounding the incident, including any photographs and video evidence (where applicable).
- Every writ, summons, or other correspondence received from a third party.
- Full details of any witnesses, providing written statements where possible.

For Baggage, Personal Money and Travel Documents claims

- If lost or stolen a police report confirming, **You** reported the incident to the police within 24 hours of noticing the item(s) missing.
- If lost or damaged by the carrier, please obtain a PIR (Property Irregularity Report) and letter from the airline confirming the item(s) lost.

Please also keep all luggage tags where possible.

- If **Money** was lost or stolen a police report confirming what happened and what was lost, and any bank statements/bureau de change receipt(s) as proof of ownership.
- A damage report and repair estimate for damaged item(s).
- Keep any damaged items beyond repair as **We** may need to inspect them.

Travel Documents claims

- Police report or embassy report confirming **You** reported to the local authorities within 24 hours of the event.
- Original receipts for any additional accommodation or travel expenses incurred.

For Cancellation or Curtailment claims

Cancellation

- Original cancellation invoice(s) detailing all cancellation charges incurred and any refunds given.
- To submit a claim for cancellation after 24 hours' delay **You** must obtain a written report from the carrier confirming the length and reason for the delay.
- If **Your** claim relates to other covered circumstances, **We** will detail what documents **You** would need to provide in the claim forms.

Curtailment

- Original receipt or booking invoice for new flight.
- Original booking invoice for any unused pre-paid excursions confirming date and amount paid.

Baggage Delay

- Property Irregularity Report (PIR) from the carrier or their handling agents.
- Letter from airline confirming reason and length of delay and when item(s) were returned to **You**.
- Original itemised receipts for any emergency purchases made.

Delayed Departure claims

- Written confirmation from carrier (or their handling agents) confirming length and reason for delay.
- Original receipts for purchases of refreshments and meals, or additional accommodation if necessary.
- If after 24 hours' delay on your initial outbound journey **You** choose to cancel, a cancellation invoice and letter from carrier confirming length and reason for delay.

For Car Rental Excess Waiver

- Copy of Your driving license
- Copy of your **Car Hire** rental agreement.
- Copy of the **Car Hire** accident form.
- Copy of the police report (if applicable).
- Written confirmation from rental company on the excess **You** have to pay.
- **Car Hire** loss report from the renting company.

SECTION 18: COMPLAINTS PROCEDURE

We aim to provide a high-class service at all times, however if the service is found to be unsatisfactory, the following procedure is available to resolve the problem:

In the first instance the Account holder should write with details of the complaint to Qover, by:

filling in the form for new complaints at https://bunq.qover.com/complaints

If for any reason **You** are unable to use the online complaints form, **You** can also make a complaint to Qover by:

- <u>letter</u> to Mediation service of QOVER SA/NV, Rue du commerce 31, 1000 Brussels Belgium.
- <u>phone</u> on +31 20 808 0723
- <u>email</u> to mediation@qover.com.

You will receive a written confirmation within 3 (three) working days after receipt of your complaint, You will receive written confirmation.

You will receive a definitive answer to Your complaint in writing within 1 (one) month after receiving Your complaint.



If you are not happy with the outcome of **Your** complaint, **You** can also refer the situation to the Complaints Department at Lloyd's, who may, in certain circumstances, be able to review the matter.

Their address is:

Head of Complaints management Lloyd's Insurance Company S.A. Bastion Tower Marsveldplein 5 1050 Brussels Belgium +32 (0)2 227 39 40

LloydsEurope.Complaints@lloyds.com

In the event that the Complaints Department is unable to resolve the complaint, it may be possible for it to be referred it to the Financial Services Complaints Institute:

Stichting Klachteninstituut Financiële Dienstverlening (KIFID): PO Box 93257, 2509 AG The Hague or via www.kifid.nl.

However, if you choose to submit the complaint to the KIFID for binding advice, you will no longer be able to submit your complaint to the judgement of a court of law.

The above complaints handling arrangements are without prejudice to Your right to initiate legal proceedings.

Qover will record all communications, including phone calls, to improve the quality of the services, for training or fraud detection purposes.

SECTION 21: OTHER PROVISIONS

Data Privacy Notice

For the purposes of this Section, "**We/Us/Our**" shall be defined as certain **Underwriters** at Lloyd's, the coverholder and any agents.

The security of data is very important to **Us**, and **We** will handle it with regard to all appropriate security measures. **We** will collect and process data (including personal information) about any person insured under this **Certificate** for its administration, the handling of claims and the provision of customer services and may share it with related entities and with trusted service providers and agents such as lawyers, as well as other parties such as anti-fraud databases, subject to proper instruction and control. **Our** handling of data is consistent with the core necessary personal data uses and disclosures set out in the London Insurance Market Core Uses Information Notice [at http://www.lmalloyds.com/GDPR], which the **Account holder** should review.

All data may be used by **Us** for generic risk assessment and modelling purposes but will not be used or passed to any other party for marketing products or services without the **Account holder's** express consent. All data provided by the **Account holder** about other people to be insured, such as family, friends or other associates, must be with their permission. It is the **Account holder's** responsibility to inform them about **Our** use of their data.

Data will not be retained for longer than necessary and will be deleted within seven years after expiry of this **Certificate** unless it is further required for legal or regulatory reasons. The **Account holder** has a number of rights in relation to their data, including the right to request a copy of the information (for which there may be a small fee), to correct any inaccuracies and in certain circumstances to have it deleted. Data transferred outside the European Economic Area will have equivalent protection.

If further information is required as to how data is processed, or as to the exercise of any rights under any data privacy laws, the **Account holder** should contact the party identified in Section 18.

If the **Account holder** is not satisfied with the way in which any personal data has been managed, it may complain to the Information Commissioner's Office at:

The Data Protection Authority,

Drukpersstraat 35, 1000 Brussels

Tel: +32 (0)2 274 48 00, or

Tel: +32 (0)2 274 48 35

Email contact@apd-gba.be

Qover's data protection statement

Qover processes Your data in accordance with national and European regulations and guidelines.

You can find all information regarding the processing of Your personal data in our Privacy Policy which is available on our website: https://www.qover.com/terms-and-policies.

If **You** have any questions or queries about how Qover use **Your** data, or require a paper copy of the statement, **You** can contact us via **privacy@qover.com**.

Contracts (Rights of Third Parties) Act 1999

A person who is not a party to this **Certificate** has no right under the Contract (Rights of Third Parties) Act 1999 to enforce any term of this **Certificate**, but this does not affect any right or remedy of a third party which exists or is available apart from that act.

Sanction Limitation and Exclusion Clause

It is a condition of this (re)insurance, and the (re)insured agrees, that the provision of any cover, the payment of any claim and the provision of any benefit hereunder shall be suspended, to the extent that the provision of such cover, payment of such claim or provision of such benefit by the (re)insurer would expose that (re)insurer to any sanction, prohibition or restriction under any:

- a) United Nations' resolution(s); or
- b) the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

Such suspension shall continue until such time as the (re)insurer would no longer be exposed to any such sanction, prohibition or restriction.

LMA320005 October 2023

Please note that where **We** deal with **You** through a retail agent, in respect of claims that **You** refer to **Us**, Qover act as an agent for the Insurers and not as agent for **You**.

Translation

In case of a discrepancy between this and the English version of this contract, the English version shall prevail.

LLOYD'S