

APPENDIX 2: EVIDENCE OF COVER

Evidence of Cover

Benefits for the following Pliant Cardholders

- Visa Infinite
- Visa Premium Platinum

Date:
Authorised Signatory

Signed:

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 1 TO 26 (EVIDENCE OF COVER) ARE ISSUED FOR INFORMATION ONLY. IT DOES NOT CONSTITUTE A LEGAL CONTRACT OF INSURANCE. THIS EVIDENCE IS FURNISHED IN ACCORDANCE WITH, AND IN ALL RESPECTS IS SUBJECT TO, THE TERMS OF THE MASTER POLICY. THIS EVIDENCE REPLACES ANY OTHER EVIDENCE 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 Pliant Gmbh, Registration number: HRB 217281 B bearing the Unique Market Reference: B6142LBS25053467A

The **Master Policy** sets out the terms, conditions, limitations and exclusions of the insurance contract between Pliant Gmbh and the **Insurer**. The **Master Policy** is solely between Pliant Gmbh 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 an **Insured Person** 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 3,4 and 5).

The cover consists of Nine (9) 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 20 to 21), Claims Conditions (see pages 22 to 23) and the General Conditions (see pages 23 to 24).

The applicable Sections of cover, **Limits of Liability** and **Excesses** and are as stated in the tables below (subject to any sub-limits of liability, which are stated in the Sections themselves).

LIMITS OF LIABILITY AND EXCESSES

Section	VISA Infinite and Premium Platinum Cards	Excess
1. Medical Assistance and Expenses	EUR 5,000,000	EUR 100
1a Hospital Benefit	Eur 150 per day max 4,500	Nil
2. Baggage	EUR 3,000	EUR 75
3. Third Party Liability	EUR 500,000	EUR 150
4. Cancellation	EUR 6,000	EUR 75
5. Travel Inconvenience		
A) Delayed Flight	A) EUR 750	A) Nil
B) Delayed Baggage	B) EUR 750 more than six (6) hours Eur1,200 more than 48hrs	B) Nil
6. Missed Departure	EUR 1,200	Nil
7. Travel Accident Cover	EUR 100,000 but sub-limited to EUR 40,000 for the death of an Insured Person over the age of 70	
8. Collision Damage Waiver	EUR 25,000 per year	Nil
9. Sports and Activities Cover	EUR 5,000,000	EUR 100

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.

"Accidental Damage" shall mean the partial or total destruction of an item by an **Accident**.

"Account" shall mean the **Cardholder's** credit card account on which the Visa Infinite or Premium Platinum **Card** is issued.

"Pliant Card" shall mean shall mean a Visa Infinite or Visa Platinum branded credit card issued through the Pliant application

"Assistance Company" shall mean the 24 hour medical service company employed by the insurer to deliver assistance services to the **cardholders**

"Baggage" shall mean luggage, belongings and personal possessions which the **Insured Person** takes in suitcases or in trunks on the **Trip**, or buys whilst away on an **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 a recognised sport).

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

"Card" shall mean a Visa Infinite or Premium Platinum credit card issued to a **Cardholder**.

"Cardholder" shall mean any individual who holds a valid Visa Infinite or Visa Platinum **Card**.

"Claims Handler" shall mean Crawford & Company of Address: Am Seestern 18, 40547, Düsseldorf, Germany; Email: creditcardclaims@broadspire.eu .

"Close Relative" shall mean an **Insured Person'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 a **Close Relative**.

"Country of Residence" shall mean the **Insured Person'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 an **Insured Person** in an emergency.

"Evidence of Cover" shall mean pages 1 to 26 and any endorsements or amendments.

"Excess" shall mean the excess stated in the table on pages 17 and 18 in relation to cover under section 9, which is the amount the **Insured Person** shall pay before the cover afforded by the **Master Policy** responds.

"Home" shall mean the **Insured Person's** normal place of residence

"Insured Person" shall mean the **Cardholder**.

"Insurer" shall mean Lloyd's Insurance Company S.A.

"Legal Representative" shall mean a solicitor, firm of solicitors or lawyer appointed by the **Insurer** to act on an **Insured Person's** behalf.

"Limit of Liability" shall mean the maximum amount of the **Insurer's** liability, which sum is stated in the table on page 2. 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 **Pliant Card** with Unique Market Reference B6142LBS25053467A.

"Master Policyholder" shall mean Pliant GmbH

"Medical Expenses" shall mean reasonable costs necessarily incurred outside an **Insured Person'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 an **Insured Person**, a **Close Relative** or an **Insured Person's** employee.

"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 an **Insured Person** from engaging in or performing employed work.

"Pre-Existing Medical Condition" shall mean a condition in respect of which an **Insured Person**:

- (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 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.

"Trip" shall mean a return journey outside the **Insured Person's Country of Residence**, for which accommodation or travel arrangements have been paid for in advance through Pliant **Card**. The **Trip**: must (a) 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. Each **Trip** must not exceed thirty

(30) consecutive days, with a maximum of ninety (90) days during each twelve (12) month period.

"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.

"Unattended" shall mean when the **Insured Person** is not in full view of and not in a position to prevent unauthorised interference with the **Insured Person** 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 1
MEDICAL ASSISTANCE AND EXPENSES**

COVER

If an **Insured Person** suffers an injury or illness during a **Trip** the **Insurer** shall pay up to the **Limit of Liability** 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 10 nights) towards meals and accommodation costs for one **Close Relative** to accompany the **Insured Person** whilst receiving in-patient treatment. Cover shall cease, when the **Insured Person** returns to their **Country of Residence**.
- (4) the reasonable travel expenses and up to EUR 150 per night (maximum 3 nights) towards meals and accommodation costs for a friend or **Close Relative** to collect and bring **Home an Insured Person's Children**, if the **Insured Person** 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 your treating **Medical Practitioner**) for an **Insured Person** 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 **Insured Person** 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 an **Insured Person**, 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 an **Insured Person** 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 an **Insured Person** dies.

The **Limit of Liability** for this Section 1 is the total limit for a consecutive twelve (12) month period.

**Section 1A
HOSPITAL BENEFIT**

If an **Insured Person** is admitted to a Hospital outside their **Country of Residence**, as an in-patient due to their accidental **Bodily Injury** or **Sickness**, which occurs during a **Trip**, the **Insurer** will pay to the **Insured Person** the benefit stated in the Schedule of benefits for each complete day that the **Insured Person** is hospitalised.

ADDITIONAL EXCLUSIONS TO SECTION 1 and 1a

The following additional exclusions apply only to this Section 1 (MEDICAL ASSISTANCE AND EXPENSES/HOSPITAL BENEFIT). This Section is 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 **Insured Person's Country of Residence**.
- (3) any medical, dental treatment, funeral and burial expenses incurred within an **Insured Person'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 **Insured Person** 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 an **Insured Person** 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 an **Insured Person**, 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 **Insured Person** 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 an **Insured Person** 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** as stated in the **Limit of Liability** table, which shall apply to each claim by an **Insured Person** making a claim under this Section 1.

SECTION 2 BAGGAGE

COVER

The Insurer agrees, after deducting an amount for wear and tear, age and/or condition and loss of value, to pay up to the **Limit of Liability** for the value or cost of repairs, whichever is the lesser, of any Baggage which is accidentally lost, stolen or damaged, such property owned by, or having been taken on, or purchased on a **Trip** by the **Insured Person**. The sum insured stated on the **Limit of Liability** is limited to €750 in respect of any one item, Pair or Set and to €750 in total in respect of Valuables.

Conditions applicable to Section 2 (in addition to General Conditions)

1. In the event of loss or damage to an article forming part of a pair or set, the Insurer will pay the **Insured Person** for the value of the lost, stolen or damaged item and not for the value of the Pair or Set of which the item forms part, after deducting an amount for wear and tear, age and/or condition and loss of value.
2. Claims will not be considered unless substantiated by an original sales receipt or an original valuation for any item, Pair or Set. In respect of Valuables, claims will not be considered unless an original sales receipt or an original valuation or acceptable evidence of ownership is provided.
3. Should the **Insured Person** purchase particularly valuable items, whilst on an Insured **Trip**, that exceed the Jewellery and Valuables Limit as stated in the **Limit of Liability**, such items should be insured under a separately arranged insurance policy, because this Insurance will not cover their full replacement value if lost, stolen or damaged.
4. Whilst in the care, custody and control of an airline, shipping line or other Common Carrier (or their baggage-handling agents), cover is restricted to checked-in Baggage. Consequent upon the Baggage, that was checked-in at the departure zone or point of exit, being lost, stolen or damaged, the Insurer shall only be liable for any one item of Baggage per any one **Insured Person**. For the purposes of this Insurance, a singular item of a lost, stolen or damaged article of Baggage, which is shared amongst more than one person, shall be deemed to belong to and apply to one **Insured Person** only.
5. Should the **Insured Person** be a victim of a theft, it must be reported within 12 hours to the police in the country where the **Insured Person** is located at the time of loss whilst on an **Trip** and a written police report must be obtained. Cover is not provided for loss, theft or damage where the **Insured Person** fails to exercise due diligence, which means the performance of all vigilant activity, attentiveness, care and personal control that would, in similar circumstances, be taken by a reasonable and prudent person in order to guard and protect their personal property from loss or theft.
6. The **Insured Person** shall take all reasonable or prudent care in avoiding any theft, loss 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.
7. Payment of any claim will be based on the value of the property at the time it was lost, stolen or damaged. A reasonable amount may be deducted for wear and tear or loss of value through depreciation, resulting from ordinary use, age and exposure.

ADDITIONAL EXCLUSIONS TO SECTION 2

The following additional exclusions apply only to this Section 2 (BAGGAGE COVER). This Section is also subject to the General Exclusions.

The insurer will not be liable for:

1. 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. the **excess** as stated in the **Limit of Liability** table, which shall apply to each claim by each **Insured Person** making a claim under this Section 2
3. 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.

4. loss, theft, accidental breakage or damage to musical instruments.
5. loss due to legal confiscation or detention by customs or other authority.
6. lost, stolen, damaged or unattended cellular or mobile telephones and their accessories.
7. loss, theft or damage to lap top computers and core components (including ancillary equipment).
8. loss, theft or damage to stamps, deeds, books, study, or work materials, manuscripts or securities of any kind.
9. loss, theft, 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, damage of the Baggage belonging to the **Insured Person** whilst on a **Trip**
10. loss, theft or damage to goods, business samples, tools and/or motor accessories owned by the **Insured Person** and goods intended for resale in connection with the **Insured Person's** trade, profession or business.
11. delay, loss, theft or damage and/or breakage in respect of Valuables packed in Baggage and/or suitcases.
12. 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.
13. for loss, theft or damage and/or breakage to: (a): contact or corneal or micro-corneal lenses, or spectacles or optical glasses and sunglasses, or arising from the scratching of any lenses (including glass in watch faces, cameras, binoculars or telescopes); (b): dentures, bridgework, hearing aids, prosthetics and artificial Limbs.
14. for loss or damage due to staining of any kind or any process of cleaning, repairing or restoring, or loss or damage caused by leaking powder or fluid or liquid or any type of food and oils carried within the **Insured Person** Baggage, or leakage from Baggage belonging another passenger whilst in the custody, care and control of an airline, sea vessel or other Common Carrier or their baggage-handling agent.
15. for 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.
16. for any item, Pair or Set worth more than the single article limit for which the **Insured Person** does not have an original sales receipt or an original valuation estimate.
17. for loss, theft or damage of the **Insured Person's** Baggage, and/or Valuables, whilst in buses or coaches operated by the airline, shipping line, Common Carrier, tour operator, travel agent or hotel.
18. in respect of Baggage and/or Valuables that the **Insured Person** 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.
19. in respect of Baggage, and/or Valuables carried on a vehicle roof rack.
20. any loss involving theft or suspected theft not reported within 12 hours to the police in the country where the **Insured Person** is staying and/or where a written police report has not been obtained.
21. any claim arising from loss or theft from the place of accommodation of the **Insured Person**, unless in a securely locked room where there is evidence of forced or violent entry, which is confirmed by a written police report.

- 22. any loss, theft or damage to property shipped as freight or under a cargo bill of lading.
- 23. for loss, theft or damage to sporting and marine equipment or clothing that is borrowed, hired, used or rented by the **Insured Person**.
- 24. in respect of Baggage, and/or Valuables not in the custody, care or control of the **Insured Person**, 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.
- 25. in respect of Baggage, and/or Valuables lost, stolen or damaged whilst in transport with the **Insured Person** on any type of train or tram, bus or coach and mini-cab or taxi.
- 26. for loss, theft or damage to any perishable goods or any type of food, oils or liquids or pharmaceutical medicines (including bottles and their contents), confectionery, spirits, alcohol, liquor, cigars, cigarettes and tobacco.
- 27. any amount or expenses that the **Insured Person** can get back from any liable tour operator, airline, shipping line, Common Carrier, hotel or other provider of services. their agents does not subrogate unless on the specific instructions of the Insurer.

SECTION 3 THIRD PARTY LIABILITY COVER

COVER

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

- (1) **an Insured Person'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 defense of a claim for damages covered by (1) above.

ADDITIONAL CONDITIONS TO SECTION 3

The following Additional Conditions applies only to this Section 3 (THIRD PARTY LIABILITY COVER). This Section 3 is also subject to the Claims Conditions and the General Conditions.

- (1) The **Limit of Liability** for this Section 3 shall apply in respect of all damages, claims and legal costs arising directly or indirectly from one source or original cause.
- (2) The **Insured Person** or their **Legal Representatives** shall give the **Insurer** written notice immediately if an **Insured Person** has received notice of any prosecution or inquest in connection with any circumstances which may give rise to liability under this Section 3 (THIRD PARTY LIABILITY COVER).
- (3) No admission, offer, promise, payment or indemnity shall be made by or on behalf of an **Insured Person** without the **Insurer's** prior written consent.
- (4) Every claim notice, letter, writ or process or other document served on a shall be forwarded to the **Insurer** immediately upon receipt.
- (5) The **Insurer** shall be entitled to take over and conduct in **an Insured Person's** name the defence or settlement of any claim or to prosecute in an **Insured Person'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 **Insured Person** in connection with any claim or series of claims the **Limit of Liability** for this Section 3 (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.

ADDITIONAL EXCLUSIONS TO SECTION 3

The following Additional Exclusions apply only to Section 3 (THIRD PARTY LIABILITY COVER),. Sections 3 is 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 an Insured Person or any person acting on behalf of an Insured Person.
- (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 **Insured Person** when the bodily injury, illness or disease arises out of and in the course of their employment to the **Insured Person**.
- (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 an Insured Person other than temporary accommodation occupied by an **Insured Person** 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 an **Insured Person** 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) the **Excess**, which shall apply to each claim by each **Insured Person** making a claim under Section 3

SECTION 2

TRIP CANCELLATION AND ABANDONMENT COVER

COVER

The **Insurer** shall pay up to the **Limit of Liability** for this Section 4 (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 **Insured Person** cancels, postpones, changes or abandons their **Trip** prior to departure due to any of the following unforeseen circumstances:

- (1) the **Insured Person**, a **Close Relative** or person travelling with an **Insured Person** or a person that the **Insured Person** is visiting for the main purpose of the **Trip** having an **Accident**, being taken ill or dying.
- (2) the **Insured Person's** redundancy, which qualifies for redundancy payments under current applicable legislation.

- (3) the **Insured Person** 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 an **Insured Person's** main residence or business premises if the damage exceeds EUR 50,000.
- (5) theft at an **Insured Person's** main residence or business premises that requires their presence by the police.
- (6) the departure of the scheduled public transport on which an **Insured Person** 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 **Insured Person** 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 4

The following Additional Exclusions apply only to this Section 4 (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 an **Insured Person** 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 **Insured Person** 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 **Insured Person** making a claim under this Section 2.

SECTION 5 TRAVEL INCONVENIENCE

COVER

(A) DELAYED FLIGHT COVER

The **Insurer** shall pay up to the **Limit of Liability** for reasonable and necessary additional travel, refreshment and accommodation costs if, during a **Trip**:

- (1) an **Insured Person** is delayed in reaching their travel destination or returning to their **Country of Residence** or if the **Insured Person** 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 **Insured Person'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 an **Insured Person** is booked to travel is delayed at the final departure point from or to an **Insured Person's Country of Residence** for at least four (4) 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**, and no alternative is made available within four (4) hours of the scheduled departure time

(B) DELAYED LUGGAGE COVER

The **Insurer** shall pay up to the **Limit of Liability** for the emergency replacement of essential clothing, medication and toiletries, if the **Insured Person'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 (6) hours, (additional cover provided if delay extends to forty eight (48) 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 an **Insured Person's** is declared permanently lost by the public transport operator, any payment made under Section 5 will be deducted from any claim made under Section 2 (BAGGAGE)

ADDITIONAL EXCLUSIONS TO SECTION 5

The following additional exclusions apply only to this Section 5 (TRAVEL INCONVENIENCE). This Section is 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 an **Insured Person** 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 an **Insured Person's** return flight.

SECTION 6 MISSED DEPARTURE

COVER

The Insurer will pay up to the **Limit of Liability** for reasonable additional travel expenses incurred whilst at the final international departure point to leave or return to the Country of Residence whilst on an **Trip** for the rearrangement of an alternative flight if the **Insured Person** 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 **Insured Person** suffering an Accident or breakdown in a private vehicle, which required the assistance of a breakdown service.

ADDITIONAL EXCLUSIONS TO SECTION 6

The following additional exclusions apply only to this Section 6 (MISSED DEPARTURE COVER). This Section is also subject to the General Exclusions.

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

1. (a): the withdrawal from service, temporary or otherwise, of an aircraft, Common Carrier or sea vessel, or 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; (b): 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).
2. 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.
3. the financial failure or financial difficulties of the transport operator.
4. the failure of the **Insured Person** to ensure adequate time has been allowed in the scheduled travel itinerary for transfers via all modes of transport.
5. denied boarding by a Common Carrier.

SECTION 7 TRAVEL ACCIDENT COVER

COVER

The **Insurer** shall pay the **Limit of Liability**, if an **Insured Person** 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** per **Insured Person** 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** for the death of an **Insured Person** over the age of over seventy (70) at the time of the incident giving rise to the claim is EUR 40,000. Otherwise, the **Limit of Liability** is as stated in the table on page 2.

ADDITIONAL EXCLUSIONS TO SECTION 7

The following additional exclusions apply only to this Section 7 (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 **Insured Person** is aged seventy-five (70) years or over.

SECTION 8 CAR RENTAL BENEFITS - COLLISION DAMAGE WAIVER COVER

COVER

If an **Insured Person** 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 8 (CAR RENTAL BENEFITS - COLLISION DAMAGE WAIVER COVER) to refund the excess charged by the rental company, provided that:

- (1) the **Insured Person** is named as a driver on the car rental agreement and there are not more than five (3) named drivers in total;
- (2) the full cost of the rental is charged to the **Pliant Card** by the **Insured Person**;
- (3) the **Insured Person** 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 8 (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 **Insured Person** 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 **Insured Person** should decline to purchase the rental companies CDW cover.

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

ADDITIONAL EXCLUSIONS TO SECTION 8

The following Additional Exclusions apply only to this Section 8 (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 twenty eight (28) 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 **Insured Person** admits liability, negotiates, makes any promise or agrees any settlement.
- (12) any fines or punitive damages.

SECTION 9 SPORTS AND ACTIVITIES COVER

COVER

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

The Insurer shall pay up to the **Limit of Liability** for:

- (1) the costs of emergency medical, surgical and hospital treatment for **Bodily Injury** to an **Insured Person** 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 17 and 18.
- (2) the costs of emergency medical, surgical and hospital treatment for **Bodily Injury** to an **Insured Person** 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 an **Insured Person** 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) 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 **Insured Person** whilst in hospital due to an **Accident** in respect of which the **Insured Person** has cover under this Section 9. Cover shall cease when the **Insured Person** returns to their **Country of Residence**.

ADDITIONAL EXCLUSIONS TO SECTION 9

The following additional exclusions apply only to this Section 9 (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 **Insured Person'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 **Insured Person** receives after they return to their **Home** or **Country of Residence**.

- (7) any claim arising out of the **Insured Person'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 **Insured Person** 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 **Insured Person** making a claim in respect of each **Accident** relating to a sport or activity as stated in the table on pages 17 and 18.

SPORTS AND ACTIVITIES

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

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

GENERAL EXCLUSIONS

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

- (1) the **Excess**.
- (2) any claims by an **Insured Person** domiciled in North Korea or Syria.
- (3) any costs, expenses or claims following a failure by the **Insured Person** 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 9 (SPORTS AND ACTIVITIES COVER).
- (5) any work-related accidents or accidents covered under any employers' liability insurance or workers' compensation programme.
- (6) any **Insured Person'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 an **Insured Person's** negligence or failure to follow the laws and regulations of the country where the **Insured Person** 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 industrial action which has commenced or has been announced prior to booking a **Trip**.
- (13) 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.
- (14) any **Trip** in, to or through The Russia Federation, Belarus, Ukraine, Afghanistan, Syria, Liberia or Sudan.
- (15) any confiscation or destruction of an **Insured Person's** personal belongings by any government, customs or public authority.
- (16) any liabilities, costs or expenses which are recoverable from any other source.
- (17) any travelling or attempting to travel without appropriate and valid travel documentation including, but not limited to, passports and visas.
- (18) any failure to take, properly or at all, any vaccinations or medication advised for a **Trip**.
- (19) any **War**, strike, riot, civil commotion or labour disturbance.
- (20) any **Terrorism**. This exclusion shall not apply to the cover afforded by Section 1 (MEDICAL ASSISTANCE AND EXPENSES) and Section 7 (TRAVEL ACCIDENT COVER) unless the disturbances were already taking place at the beginning of the **Trip**.
- (21) any ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
- (22) any radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- (23) any exposure to the **Utilisation of Nuclear, Chemical or Biological Weapons of Mass Destruction**.
- (24) any participation by an **Insured Person** in any criminal act, civil commotion or riot of any kind.
- (25) any **Insured Person** or travelling companion travelling against the advice of a **Medical Practitioner** or travelling for the purpose of obtaining medical treatment or medical advice.
- (26) any complication of pregnancy and childbirth if the same complication had occurred in a previous pregnancy.
- (27) 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.

- (28) any driving of a vehicle, unless an applicable current driving licence is held permitting the use of such vehicle in the **Insured Person's Country of Residence** and the country visited.
- (29) any 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.
- (30) any sexually transmitted diseases.
- (31) any addiction or any taking a drug or drugs for the treatment of any addiction.
- (32) any phobias, anxiety, depression or stress.
- (33) any **Insured Person** engaging in active service in any of the Armed Forces of any nation.
- (34) any bankruptcy, liquidation or failure of a tour operator, travel agent or transport company or of anyone with whom an **Insured Person** has made travel or accommodation arrangements.
- (35) any loss, destruction or damage directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.
- (36) any search and rescue costs.
- (37) any claim arising whilst the **Insured Person** has been told to self-isolate or any claim relating to the **Insured Person** being unable to travel due to not having the correct vaccinations or test certificates.

The **Insurer** shall not be liable to indemnify any **Insured Person** 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.

MEDICAL CLAIMS

This is not private medical insurance. If the **Insured Person** is admitted to hospital as an inpatient, someone must contact the **Assistance Company** on the **Insured Person'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 **Insured Person'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 **Insured Person** 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
and they should be contacted on + 44 203 582 9736.

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

Medical Claims as an Out-Patient and all other claims

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

CLAIMS CONDITIONS APPLICABLE TO ALL SECTIONS OF COVER

- (1) All claims and potential claims must be reported to the **claims handler** within thirty (30) days of the incident or event giving rise to the claim.
- (2) The **Insurer** will only pay amounts, if they are not covered by insurance, state benefits or other agreements. The **Insured Person** 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 **Insured Person** will need to transfer to the **Insurer**, at the **Insured Person'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 an **Insured Person** 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 an **Insured Person** 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 an **Insured Person** 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 an **Insured Person's** own expense.
- (8) The **Insured Person** must get and act on advice from a **Medical Practitioner** and have any medical examination that the **Insurer** asks and pays for. The **Insured Person** must give the **Insurer** (at their expense) any documents, information and evidence needed. If the **Insured Person** dies, the **Insurer** will be entitled to ask for, at their expense, a post-mortem examination.
- (9) An **Insured Person** shall provide, when requested by the **Insurer** or their representatives, all authorisations necessary to obtain their medical records.
- (10) The **Insured Person** shall, in a timely fashion, provide assistance and co-operate with the **Insurer** or 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 **Insured Person** 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 Germany and the courts of Berlin 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 Pliant GmbH at their last known address.
- (3) The **Insurer** may cancel this cover, without giving reason, by giving **Pliant GmbH** one hundred and twenty (120) 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 an **Insured Person** 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 **Insured Person** shall take all reasonable steps to avoid or minimise any loss, damage, liability 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 **Insured Person** 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 **Pliant Card** 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) All amounts shown in this **Evidence of Cover** are deemed to be expressed in euro unless clearly stated to the contrary.

COMPLAINTS NOTICE

Any complaint should be addressed to:

Crawford & Company
Am Seestern 18, 40547, Düsseldorf, Germany
complaints.newline@crawlco.de

Your complaint will be acknowledged, in writing, promptly, and no longer than 5 (five) business days of the complaint being made.

A decision on your complaint will be provided to you, in writing, without any unnecessary delay, and no longer than 6 (six) weeks of the complaint being made.

When an answer cannot be provided within the expected time limits, you will be informed in an appropriate manner about the causes of the delay and indicate when the investigations will be likely concluded.

Should you remain dissatisfied with the final response or if you have not received a final response within 6 (six) weeks of the complaint being made, you may refer your complaint to Lloyd's Insurance Company S.A..

The contact details are as follows:

Head of Complaints Management
Lloyd's Insurance Company S.A.
Bastion Tower
Marsveldplein 5
1050 Brussels
Belgium
Tel: +32 (0)2 227 39 40
E-mail: lloydseurope.complaints@lloyds.com

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.

LBS0029B
01/07/2025

DATA PROTECTION NOTICE

Who we are

We are Lloyd's Insurance Company S.A. (hereafter referred to as "Lloyd's Europe") an insurance company authorised and regulated by the National Bank of Belgium (NBB) and regulated by the Financial Services and Markets Authority (FSMA). Its registered office is at Place du Champ de Mars 5, Bastion Tower, 14th floor, 1050 Ixelles, Belgium. Its company/VAT number is BE 0682.594.839, RPR/RPM Brussels. LIC is a wholly owned subsidiary of the Society of Lloyd's, 1 Lime Street, London, EC3M 3HA, United Kingdom (Society of Lloyd's).

What personal information we process about you

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.

Why we collect your personal information and the lawful basis for processing

We collect and use your personal data to provide you with the insurance cover. The legal basis is the contract performance with you as the data subject and the compliance with legal obligations, amongst other insurance and tax law obligations.

For processing sensitive health personal data, the general legal basis is the consent, unless there is a local statutory right to do so as a legal basis.

For processing child personal data, the legal basis is the consent given or authorised by the holder of parental responsibility over the child.

Finally, we can also process your personal data for fraud prevention and detection with legitimate interest as the legal basis.

Who we are sharing your personal data with

The way insurance works means that your information may be shared and used by several third parties in the insurance sector (inside and outside the European Economic Area-EEA). 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.

From time to time we may need to share your personal information with third parties outside EEA and we will always take steps to ensure that any international transfer of information is carefully managed to protect your rights and interests:

- We will only transfer your personal information to countries which are recognised as providing an adequate level of legal protection or where we can be satisfied those alternative arrangements are in place to protect your privacy rights.
- Transfers to service providers and other third parties will always be protected by contractual commitments and where appropriate further assurances.
- Any requests for information we receive from law enforcement or regulators will be carefully checked before personal information is disclosed.