



# Lloyd's Insurance

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Effected through  
Aspire Insurance Advisers Limited  
Building 4, Chiswick Park  
566 Chiswick High Road  
London  
W4 5YE  
United Kingdom

**This is to Certify** that in accordance with the authorisation granted under the Binding Authority (the number of which is specified in the Schedule) to the undersigned by certain **Underwriters** at Lloyd's, whose definitive numbers and the proportions underwritten by them are shown in the security section of this **Certificate**, and in consideration of the payment of the premium specified herein, the said **Underwriters** are hereby bound, severally and not jointly, their Executors and Administrators, to reinsure in accordance with the terms and conditions contained herein or endorsed hereon.

If the **Policyholder** shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this **Certificate** shall become void and all claim hereunder shall be forfeited.

In Witness whereof this **Certificate** has been signed at the place stated and on the date specified in the Schedule by Aspire Insurance Advisers Limited.



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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### **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 **Cardholder**, and is the basis upon which all claims will be settled.
- 1.2 In consideration of payment of the premium by the **Policyholder**, the **Cardholder** 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 by the Prudential Regulation Authority (PRA) and regulated by the PRA and the Financial Conduct Authority, reference number 202761. The Financial Conduct Authority registered address is 25 The North Colonnade, Canary Wharf, London E14 5HS, United Kingdom. 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 **Cardholder**.
- 1.5 This **Certificate** shall be governed by and construed in accordance with the laws of England and Wales, and the courts of England and Wales 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

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

**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.

**Baggage** shall mean accompanied personal goods belonging to the **Cardholder** or for which the **Cardholder** is responsible and which are taken by the **Cardholder** on a **Journey** or acquired by the **Cardholder** during a **Journey**. **Baggage** shall include **Jewellery and Valuables**.

**Benefits** shall mean the benefits supplied by **Underwriters** under the terms and conditions of this **Certificate**, as set out in sections 7 to 15 inclusive.

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

**Card** shall mean a card issued pursuant to the **Policyholder's** card program in which the **Benefits** and **Services** of this **Certificate** have been incorporated.

**Cardholder/s** shall mean any person not yet 76 (seventy six) years old who is a holder of a valid Platinum Debit **Card** issued by the **Policyholder** bearing Bank Identification Number (BIN) 406619, 489185 489184 and 490870, and will include any **Family** or any **Colleague**, up to a maximum of three people, who are all travelling with him/ her on a **Journey** from his/her Principal Country of Residence with pre-assigned ticketing.

**Certificate** shall mean this certificate of insurance.

**Colleague** shall mean any business associate, client, guest, friend or other person (other than **Family**) as the **Cardholder** wishes, travelling with the **Cardholder** on a **Journey**.

**Common Carrier** shall mean any public transport by road, rail, sea or air with a licensed carrier operating a regular and/or charter passenger service.

**Compulsory Inclusion** shall mean the automatic provision of **Benefits** and **Services** to the **Cardholders** where the **Benefits** and **Services** are not offered on an optional basis.

**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 Children** shall mean the children, step-children and legally adopted children of the **Cardholder** who are:

- i) unmarried, and;
- ii) living with such **Cardholder** (unless living elsewhere whilst in full time education), and;
- iii) under 19 years of age (or under 24 years of age if in full time education)

**Domestic Common Carrier** shall mean any domestic public transport by road, rail, sea or air with a licensed carrier operating a regular and/or charter passenger service.

**Effective Date** shall mean 1st June 2019.

**Expiry Date** shall mean 31st May 2020.

**Family** shall mean the **Spouse** and **Dependent Children** of the holder of the **Card**.

**Hi-jack** shall mean the unlawful seizure or wrongful exercise of control of an aircraft or conveyance, or the crew thereof.

**Illness** 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 **International SOS Assistance (UK) Ltd**, Building 4, Chiswick Park, 566 Chiswick High Road, London, W4 5YE, United Kingdom

**International SOS Physician** shall mean the physicians nominated by the **International SOS** assistance centres throughout the world.

**Jewellery and Valuables** shall mean items composed of gold, silver or other precious metals or semi-precious stones, furs, curios, works of fine art and photographic equipment only.

**Journey** shall mean the first 90 days of any trip falling entirely within the Period of Insurance, where at least 50% of the total value of tickets for travel on a **Domestic Common Carrier** or **Common Carrier** have been paid by using such **Cardholder's** Platinum Debit **Card** issued by the client. 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.

**Loss of Limb** shall mean permanent loss by physical separation of a hand at or above the wrist or of a foot at or above the ankle and includes permanent total and irrecoverable loss of use of hand, arm, foot or leg.

**Medical Expenses** shall mean all reasonable costs necessarily incurred outside the **Cardholder'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, signed travellers and other cheques, letters of credit, travel tickets, credit cards, petrol coupons and other coupons.

**OSG** shall mean OSG Travel Claims Services, P.O. Box 1086, Belfast, BT1 9ES, United Kingdom

**Party** shall mean a party to this contract of insurance

**Permanent Total Disablement**

Where the Cardholder is gainfully employed

Shall mean disablement which medical evidence confirms, will prevent the **Cardholder** from engaging in any gainful occupation for at least 12 (twelve) months and will in all probability entirely prevent the **Cardholder** from engaging in any gainful occupation whatsoever for the remainder of his/her life.

Where the Cardholder is not gainfully employed

Shall mean disablement which lasts for 12 (twelve) months and which medical evidence confirms will in all probability entirely prevent the **Cardholder** from engaging in any and every occupation whatsoever for the remainder of his/her life.

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

**Policyholder** shall mean Investec Bank (Mauritius) Ltd

**Pre-existing Health Disorder or Condition** shall mean any **Illness**, defect, physical infirmity or condition, including sequela or complications thereof that in the opinion of a qualified medical practitioner appointed by **International SOS** can reasonably be related thereto or for which the **Cardholder** is receiving or has received medical treatment, advice or investigation prior to the **Journey** or for which the **Cardholder** is receiving or has received medical treatment, advice or investigation from a doctor, dentist, chiropractor, physiotherapist or naturopath prior to 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**.

**Principal Country of Residence** shall mean that country in which the **Cardholders** has his/her Principal place of residence. Immediate **Family** assumes the nationality of the **Cardholder** for the purposes of this insurance. In the event of dual nationality, the **Cardholder** assumes the nationality of their Principal Country of Residence for the purposes and for the duration of this insurance.

**Relative** shall mean spouse or common law partner, mother, mother-in-law, father, father-in-law, daughter, daughter-in-law, son, son-in-law, (including legally adopted daughter or son), brother, brother-in-law, sister, sister-in-law, grandfather, grandmother, grandson, granddaughter or fiancé(e) of a **Cardholder**.

**Serious Medical Condition** 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 **Cardholder's** health. In determining whether such a condition exists, the **International SOS Physician** may consider the **Cardholder's** geographical location, the nature of the medical emergency and the local availability of appropriate medical care or facilities.

**Services** 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 **Cardholder's** legal wife/husband or, if the **Cardholder** is not married, the **Cardholder's** common law partner who has cohabited with the **Cardholder** at the same address for a continuous period of at least 1(one) year prior to the **Journey**.

**Underwriters/We/Us** shall mean certain **Underwriters** at Lloyd's of London

**Valuables** shall mean jewellery, gold, silver, precious metal or precious or semiprecious stone articles, watches, furs, audio, video, computer, television and telecommunications equipment (including Compact Discs, Digital Video Discs, tapes, films, cassettes, cartridges, batteries and headphones), computer 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.

### 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 **Cardholders** who are not yet 76 (seventy six) years old on the **Effective Date** or renewal date shall be eligible for **Benefits** and/or **Services** under this insurance.

4.2 The **Cardholder** 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 Client in writing with the prior agreement from **Underwriters** and/or **International SOS**.

4.3 The **Benefits** and **Services** provided to the **Cardholders** shall be on a **Compulsory Inclusion** basis.

### Section 5: PERIOD OF INSURANCE

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

5.2 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.

5.3 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.

5.4 All **Cardholders** are entitled to the **Benefits** and **Services** from the date of activation of their **Card** account or the date the **Cardholder** has been notified to **Underwriters**, whichever comes later and subject to the appropriate premium having being paid to **Underwriters**.

5.5 The entitlement to **Benefits** and **Services** will cease automatically on the date **Underwriters** receive written notification of the deletion of the **Cardholder** or the termination of the **Cardholder's** Platinum Debit card account or the termination of the Platinum Debit card account, whichever comes first.

5.6 A **Cardholder's** eligibility for the **Benefits** and **Services** shall cease on the earliest of:

- (i) the date the **Cardholder** 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 **Cardholder**. 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 **Cardholder**, unless such costs are covered under the terms of this **Certificate**.

## 6.2 **International SOS Services**

### 6.2.1 Telephone assistance.

If contacted **International SOS** will provide medical advice to the **Cardholder** 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 **Cardholder** 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, does not provide the actual advice and is 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 **Cardholder**.

### 6.2.3 Medical Monitoring

In the event of a **Cardholder** requiring hospitalisation, **International SOS** will, if required, monitor the **Cardholder'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 **Cardholder** support

In the event that **International SOS** is contacted to report a lost or stolen **Card** or for account queries, **International SOS** shall contact the **Policyholder's** customers service line as soon as practicable.

### 6.2.5 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 a **Cardholder**.

## 6.3 Third Party Services

### 6.3.1 In the event of an emergency where, either the **Cardholder** cannot be adequately assessed by telephone for possible evacuation, or the **Cardholder** cannot be moved and local medical treatment is unavailable, **International SOS** will, send an appropriately qualified medical practitioner to the **Cardholder**. **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 **Cardholder** essential medicine, drugs, medical supplies or medical equipment that are necessary for a **Cardholder's** care and/or treatment but which are not available at the **Cardholder'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 a **Cardholder** incurs **Medical Expenses** whilst on a **Journey** as the direct result of the **Cardholder** sustaining **Bodily Injury** or suffering an **Illness**, the **Underwriters** will make a payment to the **Cardholder** in respect of such expenses up to the limit shown in Section 15 of this **Certificate**.

### 7.2 Emergency Evacuation and Repatriation Expenses

7.2.1 In the event that a **Cardholder** sustains **Bodily Injury** or suffers an **Illness** whilst on a **Journey**, and the **Cardholder** is in a **Serious 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 **Cardholder** to the nearest hospital where appropriate medical care is available or **International SOS** will arrange for the repatriation of the **Cardholder** 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 **Cardholder'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 **Cardholder** 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 a **Cardholder** whilst on a **Journey** outside the **Principal Country of Residence**, **International SOS** will arrange for transporting the **Cardholder's** mortal remains from the place of death to any location as may be reasonably selected by the **Cardholder's** legal personal representative.

### 7.4 Transportation to join a **Cardholder**

7.4.1 **International SOS** will arrange an economy class return ticket for a person chosen by the **Cardholder** to join the **Cardholder** who has been or will be hospitalised outside the **Principal Country of Residence** as a result of **Bodily Injury** or **Illness** for a period in excess of 7 (seven) consecutive days, 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**

7.5.1 If **Dependent Children** are left unattended as a result of a **Cardholder'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**.

### Specific Exclusions Applying To Section 7

7.6 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:

- (i) Expenses incurred after 12 (twelve) months from the date of the Accident or first manifestation of **Illness**;
- (ii) Dental expenses unless incurred as a result of an **Illness** or **Bodily Injury**;
- (iii) Optical expenses
- (iv) Treatment provided other than by a qualified medical practitioner;
- (v) Expenses incurred within the **Principal Country of Residence**;
- (vi) Expenses incurred which are non-medical in nature such as telephone calls, newspapers;
- (vii) **Services** rendered without the authorisation and/or intervention of **International SOS**;



- (viii) Expenses which would have still been payable if the event giving rise to the intervention of **International SOS**, had not occurred;
- (ix) Elective cosmetic surgery;
- (x) Expenses incurred for treatment not verified by a medical report;
- (xi) Expenses for treatment that an **International SOS Physician** considers are not medically necessary whilst on a **Journey** and can be treated on the **Cardholder's** return to their **Principal Country of Residence**;
- (xii) Expenses incurred where the Cardholder in the opinion of the **International SOS Physician** is physically able to return to his/her **Principal Country of Residence** seated as a normal passenger and without medical escort; and
- (xiii) The first USD 100 (one hundred) per event per Cardholder; being the Excess as stated in Section 15.

## **Section 8: PERSONAL ACCIDENT COVER**

### **8.1 FULL TRIP (that is at all times during the Journey)**

- 8.1.1 If a **Cardholder** sustains **Bodily Injury** during a **Journey** and independently of any other cause such **Bodily Injury** results in the death, total and irrecoverable loss of sight in one or both eyes or **Loss of Limb** or **Permanent Total Disablement** of the **Cardholder** within 12 (twelve) months of the date of the **Accident**, the **Underwriters** will pay to the **Cardholder**, or such person as may be selected by the **Cardholder's** legal personal representative(s), the sum detailed in Section 15 of this **Certificate**.
- 8.1.2 In respect of the cover provided under Section 8.1.1 the **Journey** shall be deemed to have begun with the **Cardholders** departure from home where such **Cardholder** normally resides and shall end upon return to that home.

#### Specific Exclusions Applying To Section 8

- 8.2 In addition to the General Exclusions, the following treatment, items, conditions, activities and their related or consequential expenses are excluded from the cover provided by this section:
  - (i) **Bodily Injury** which would have still been payable if the event giving rise to the intervention of **International SOS** had not occurred;
  - (ii) More than one claim under this Section 8 in connection with the same **Accident**;
  - (iii) Medical or surgical treatment except where **Bodily Injury** renders such treatment as necessary; and
  - (iv) **Bodily Injury** sustained other than whilst the **Cardholder** is on a **Journey**;

## **Section 9: HOSPITAL DAILY BENEFIT**

- 9.1 If a **Cardholder** sustains **Bodily Injury** or **Illness** during a **Journey** which results in the in-patient hospitalisation of the **Cardholder**, the **Underwriters** will pay to the **Cardholder** or such person as may be selected by the **Cardholder's** legal personal representative(s), the sum detailed in Section 15 of this **Certificate**, per day, up to a maximum of 30 (thirty) days.

#### Specific Exclusions Applying To Section 9

- 9.2 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:
  - (i) **Services** rendered without the authorisation and/or intervention of **International SOS**;
  - (ii) Cases of minor **Illness** or **Bodily Injury**, which in the opinion of the **International SOS Physician** can be adequately treated locally, and which do not prevent the **Cardholder** from continuing their travels or work;
  - (iii) Payment of benefit where a **Cardholder** is suffering from sickness or disease not directly resulting from a valid claim for **Bodily Injury** or **Illness**;

- (iv) Payment of benefit in respect of the first 48 (forty eight) hours of hospitalisation unless the period of hospitalisation exceeds 48 (forty eight) hours; being the Excess as stated in Section 15.
- (v) Elective cosmetic surgery;
- (vi) Payment of benefit arising after 12 (twelve) months from the date of the **Accident** or first manifestation of **Illness**;
- (vii) Payment of benefit in respect of hospitalisation within the **Principal Country of Residence**;
- (viii) Payment of benefit in respect of hospitalisation where treatment is not verified by a medical report.

## **Section 10: PERSONAL LIABILITY**

- 10.1 If whilst on a **Journey** the **Cardholder** is involved in an incident which results in him or her becoming legally liable to pay damages or costs in respect of **Bodily Injury** and/or accidental loss of or damage to material property belonging to any third party then the **Underwriters** will pay to the **Cardholder** against all sums which they shall become legally liable to pay to a third party claimant up to the limit specified in Section 15 of this **Certificate**.
- 10.2 The limit shown in Section 15 of this **Certificate** includes the **Cardholder's** costs and expenses incurred with the prior written approval of **Underwriters**.
- 10.3 Special Conditions:-
- (i) The liability of the **Underwriters** for all sums payable by the **Cardholder** under this section shall not exceed the limits shown in Section 15 of this **Certificate**;
  - (ii) The **Cardholder** 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 **Cardholder** has knowledge of any impending prosecution, inquest or inquiry in connection with the said occurrence;
  - (iii) 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 **Cardholder** shall give any and all information and assistance required;
  - (iv) The **Underwriters** may at any time and at their sole discretion pay to the **Cardholder** 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.

### Specific Exclusions Applying to Section 10

- 10.4 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:
- (i) **Bodily Injury** to employees of the **Cardholder**;
  - (ii) The **Cardholder's** liability arising out of:
    - a) the use of vehicles, aircraft or watercraft (other than manually propelled rowing boats, punts or canoes);
    - b) property belonging to or held in trust by or in the custody of, or control of the **Cardholder**;
    - c) any wilful or malicious act;
    - d) the ownership or use of firearms;
    - e) the carrying on of any trade, profession or business;
  - (iii) The **Cardholder's** liability to other members of the **Family**; and

- (iv) Liability which has been assumed by the **Cardholder** under contract or agreement unless the liability would have attached in the absence of such contract or agreement;

## **Section 11: BAGGAGE AND MONEY**

### Loss of Baggage

- 11.1 If, whilst on a **Journey**, a **Cardholder** sustains accidental loss of, theft of or damage to **Baggage**, the **Underwriters** will pay the **Cardholder** in respect of such loss, theft or damage up to the limits shown in Section 15 of this **Certificate**.
- 11.2 In order to be reimbursed by the **Underwriters**, the **Cardholder** 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 allowing for wear and tear at the time of the loss, theft or damage.

### Loss of Money

- 11.3 If, whilst on a **Journey**, a **Cardholder** sustains accidental loss, theft, or damage to **Money**, the **Underwriters** will pay the **Cardholder** in respect of such loss, theft or damage up to the limits shown in Section 15 of this **Certificate**.
- 11.4 In order to be reimbursed by the **Underwriters**, the **Cardholder** must provide a detailed description of the **Money** lost.

### Specific Exclusions Applying To Section 11

- 11.5 In addition to the General Exclusions, the following treatment, items, conditions, activities and their related or consequential expenses are excluded from the cover provided by this Section:
- (i) More than USD 250 (two hundred and fifty) in respect of any one article;
  - (ii) More than USD 300 (three hundred) in respect of **Valuables** in total;
  - (iii) Claims in respect of accessories for vehicles or boats.
  - (iv) Loss or damage due to:-
    - a) moths, vermin, wear and tear, depreciation, atmospheric or climatic condition or gradual deterioration;
    - b) mechanical or electrical failure;
    - c) any process of cleaning, repairing, restoring or alteration;
  - (v) More than a reasonable proportion of the total value of the set where the lost or damaged article is part of a pair or set;
  - (vi) Loss or theft not reported to either the police within 24 (twenty four) hours of discovery and a written report obtained or airline, shipping line or their handling agent within any timescales stated in their terms and conditions and a 'Property Irregularity Report' obtained from such carrier.;
  - (vii) Loss or damage due to confiscation or detention by customs or any other authority;
  - (viii) Loss or theft of or damage to **Baggage** or **Money** left unattended:
    - a) unless locked in **Your** accommodation;
    - b) in a motor vehicle/ trailer/ caravan during the hours of darkness, even if protected by an alarm or secured in a locked compartment;
    - c) in a motor vehicle/ trailer/ caravan during the hours of daylight unless secured in a locked compartment.
  - (ix) Breakage of sports equipment in use or loss of or damage to bicycles or hired equipment;
  - (x) Loss of, theft of or damage to contact, corneal or micro-corneal lenses;
  - (xi) The first USD 50 per event being the Excess as stated in Section 15;
  - (xii) Loss of personal goods borrowed, hired or rented by the **Cardholder**; and

- (xiii) (In respect of **Money**) Devaluation of currency or shortages due to errors or omissions during monetary transaction;
- (xiv) Loss or theft of or damage for **Money** from **Baggage** which is checked in with an airline or other travel company;
- (xv) **Baggage** or **Money** that are lost, stolen or damaged or lost whilst being transported in a motor vehicle, trailer or caravan.
- (xvi) Loss or theft of or damage to essential documents.

## **Section 12: CANCELLATION**

12.1 If, a **Cardholder** incurs expenses as the direct and necessary result of the cancellation, curtailment or re-arrangement of any part of the original itinerary for the **Cardholder's Journey** is the direct consequence of:

- (i) the **Cardholder** sustaining **Bodily Injury** or suffering Illness;
- (ii) the death, **Bodily Injury** or Illness of a **Relative**;
- (iii) compulsory quarantine, jury service, subpoena or hijacking involving the **Cardholder**;
- (iv) cancellation or curtailment of scheduled public transport services consequent upon strike, riot or civil commotion, mechanical breakdown or adverse weather conditions;
- (v) the **Cardholder's** leave being cancelled by the Armed Services

then the **Underwriters** will be responsible for paying the **Cardholder** for the unused portion of prepaid travel and accommodation expenses as included in the **Journey** as per the limits shown in Section 15 of this **Certificate**.

### Specific Exclusions Applying To Section 12

12.2 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:

- (i) Expenses which would have still been payable if the event giving rise to the intervention of **International SOS**, had not occurred;
- (ii) Cases of minor Illness or **Bodily Injury** of the **Cardholder**, which in the opinion of the **International SOS Physician** can be adequately treated locally, and which do not prevent the **Cardholder** from continuing their travels or work;
- (iii) Death, injury or illness of any pet or animal.

## **ABANDONMENT**

12.3 Cover is provided for Cardholders who decide to abandon their Journey before they leave their Principal Country of Residence after a delay of more than 24 hours, or if the airline confirms in writing that the flight is cancelled or delayed by more than 24 hours from its original departure time.

Abandonment cover includes the cost of the flights and any associated accommodation expenses as per the limits shown in Section 15 of this Certificate. No cover exists for costs which Cardholders are able to reclaim from their airline or other source.

In all situations Cardholders shall be required to provide evidence of cancelled or delayed flights. If a flight is cancelled, most airlines will offer either a full refund or an alternative flight

## **Section 13: INCONVENIENCE**

### **Travel Delay**

13.1 In the event of:

- (i) industrial action;
- (ii) adverse weather conditions

- (iii) mechanical breakdown or derangement of the **Cardholder's** aircraft or sea vessel;  
or
- (iv) the grounding of the aircraft on which the **Cardholder** is due to travel as a result of mechanical or structural defect;

which results in the delayed departure of the **Cardholder's** flight or sailing 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 **Cardholder**, the **Underwriters** will arrange a payment to the **Cardholder**.

- 13.2 The payment to the Cardholder under Section 13.1 is up to the limits as shown in Section 14 of this **Certificate**, per hour's delay, up to a maximum of 12 (twelve) hours, provided always that the **Cardholder** 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 airline or shipping line or their handling agents that the flight or sailing was delayed by an event described in this section. Such confirmation must state the actual period of the delay.
- 13.3 The delay period shall be calculated from the scheduled departure time of the flight or sailing shown in the itinerary.

#### **Baggage Delay**

- 13.4 In the event of a **Cardholder's Baggage** being temporarily lost or misplaced on an outward part of a **Journey** by the airline, shipping line or their handling agents, the **Underwriters** will reimburse the **Cardholder** up to the limits as shown in Section 15 of this **Certificate** (for the purchase of immediate necessities / per hour's delay to a maximum of 12 (twelve) hours). Written confirmation of such delay must be obtained from the airline, shipping line or their handling agents stating the actual period of the delay.

#### **Document Replacement**

- 13.5 In the event of a **Cardholder** forgetting, losing or misplacing (either permanently or temporarily) any essential documents needed whilst on a **Journey**, the **Underwriters** will arrange the payment of all reasonable costs necessarily incurred for replacing essential documents (including such items as personal computer discs and presentation slides) up to the limits shown in Section 15 of this **Certificate**.
- 13.6 All such costs must be approved by the Administrator on behalf of the **Underwriters** prior to their being incurred. Replacement costs shall not be payable for any loss consequent or resulting from the loss of said documents beyond the physical cost of replacing said documents. The intrinsic value of any savings bond, bankers bill of value (cheques, traveller's cheques and the like) or similar documents, if such is lost by a **Cardholder**, shall not be replaced.

#### **Hi-Jack**

- 13.7 Should the **Cardholder's** means of transport be subject to a **Hi-jack** during a covered trip, the **Underwriters** will pay up to the limits shown in Section 15 of this **Certificate** for each day of detention for a maximum of 21 (twenty one) days.

#### **Legal Expenses**

- 13.7 The **Claims Administrator** will, with the **Underwriters** written consent, provide cover for legal expenses incurred up to the limits as shown in Section 15 of this **Certificate** arising from the pursuit of a claim against a third party who has caused **Bodily Injury** to or **Illness** of the **Cardholder** whilst on a **Journey**.

#### **Missed Connection**

- 13.9 We will pay the **Cardholder** up to the limits shown in Section 15 of this **Certificate** for the reasonable extra costs of travel and accommodation incurred in order for the **Cardholder** to continue with a pre-booked journey in accordance with the **Cardholder's** itinerary should the **Cardholder** miss a flight connection due to:
  - 13.9.1 The airline with which the **Cardholder** is booked to travel being unable to deliver the **Cardholder** in sufficient time to the connecting airport to meet their connecting flight due to poor weather conditions (but not including weather conditions defined as natural catastrophe), a strike, industrial action or mechanical breakdown.
- 13.10 The **Cardholder** must attempt to recover delay costs or missed connection costs from the airline. Evidence of this will be sought if a claim is being made against this Section of the **Certificate**. The claims handler may also pursue the airline for these missed connections costs should you be unable to make a full or partial recovery.

Missed Departure

- 13.11 We will pay the **Cardholder** up to the limits shown in Section 15 of this **Certificate** for reasonable additional accommodation (room only) and travel expenses necessarily incurred in reaching the **Cardholders** destination or returning to their Principal Country of Residence if the **Cardholder** fails to arrive at the departure point in time to board the Public Transport on which the **Cardholder** is booked to travel on the initial international journey of the Trip as a result of:
- a) the failure of other Public Transport or
  - b) an accident to or breakdown of the vehicle in which the **Cardholder** is travelling or
  - c) an accident or breakdown occurring ahead of the **Cardholder** on a motorway or dual carriageway which causes an unexpected delay to the vehicle in which the **Cardholder** are travelling or
  - d) strike, industrial action or adverse weather conditions.

Specific Exclusions Applying To Section 13

- 13.8 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:
- (i) Payment in respect of the first 4 (four) hours of delay (excluding payment for Hi-jack); being the Excess as stated in Section 15.
  - (ii) Payment in respect of more than 2 (two) **Cardholders** travelling on the same journey
  - (iii) Delay resulting from the failure of the **Cardholder** to provide the necessary correct documentation;
  - (iv) Delay resulting from the failure of the **Cardholder** to allow reasonable time to reach the point of departure given the circumstances known at the time;
  - (v) Delay arising as a result of any official Government suspension or cancellation of a service;
  - (vi) In respect of **Baggage** delay or loss of documents, loss, temporary loss/misplacement not reported to either the police within 24 (twenty four) hours of discovery and a written report obtained or airline, shipping line or their handling agent within any timescales stated in their terms and conditions and a 'Property Irregularity Report' obtained from such carrier.
  - (vii) In respect of **Hi-jack**, claims arising from the **Cardholder** being individually selected as a victim as a result of their or their **Family** or business activities causing a reasonable expectation of increased risk;
  - (viii) In respect of Legal expenses, any costs or expenses incurred in pursuing claims against a travel agent, tour operator, insurer, insurance agent or carrier, but this exclusion only applies to the travel agent, tour operator, insurer, insurance agent or carrier contracted as part of the original **Journey** and not any third party's carrier booked directly by the **Cardholder** during the **Journey**;
  - (ix) In respect of Legal expenses, any claim where in the opinion of the **Underwriters** there is insufficient prospect of success in obtaining a reasonable benefit;
  - (x) In respect of Legal expenses, claims against any employer or whilst carrying on any business, trade or profession;
  - (xi) In respect of Legal expenses benefits rendered without the authorisation and/or intervention of **International SOS**; and
  - (xii) In respect of Legal expenses, claims for professional negligence, fines, penalties, or punitive damages.

**Section 14: WINTER SPORTS BENEFIT**

**Ski Pack**

- 14.1 If a Cardholder is unable to ski through Illness or Bodily Injury, the Underwriters will reimburse the Cardholder for the cost of the Cardholder's Ski Pack up to the limit shown in Section 15.

**Ski area closure**

- 14.2 If a Cardholder is unable to Ski due to adverse weather conditions at their pre-booked ski area, the Underwriters will reimburse the Account Holder for the extra transport and ski lift pass costs if they have to travel to another ski area, up to the limit shown in Section 15.

If a Cardholder is unable to travel to another ski area or it is not possible to Ski, underwriters will pay the Account Holder the amount shown in Section 15.

Specific conditions applying to ski area closure cover:

Written confirmation must be obtained from the appropriate authority to confirm that the ski area was closed and/or it was not possible to travel to another resort.

Cover for ski area closure is only available for Journeys that commence within 105 days from 15<sup>th</sup> December in any given year.

**Winter sports equipment**

- 14.3 Underwriters will reimburse the Cardholder if winter sports equipment owned by them is lost, stolen or damaged whilst they are on a Journey up to the limit as set out in Section 15. An allowance will be made for wear and tear or depreciation depending on the age of the winter sports equipment at the time of loss or theft. Cover for winter sports equipment is in addition to the cover provided under Section 11 – Loss of Baggage.

**Avalanche cover**

- 14.4 We will cover the Cardholder for the necessary and reasonable travel and accommodation expenses up to the limit as set out in Section 15 that they pay or agree to pay overseas if they are prevented from arriving at or leaving your booked ski resort for more than 12 hours from the scheduled arrival or departure time because of an avalanche. The Cardholder must get written confirmation from the appropriate authority stating the reason for the delay and how long the delay lasted.

**Specific exclusions applying to Winter Sports Benefit**

- 14.5 The Underwriters will not pay for accidental injury, Illness or death caused directly or indirectly by participation in the following winter sports: ski-racing, ski-jumping, snowboarding without a leash, off-piste skiing unless accompanied by a qualified guide or instructor, heliskiing, ice hockey, bobsleighting, the use of skeletons, toboggans or luges, freestyle skiing, or competitive skiing.

Underwriters will not pay for winter sports equipment you have left unattended in a public place unless the claim relates to skis, poles or snowboards and you have taken all reasonable care to protect them by leaving them in a ski rack between 8am and 6pm.

Underwriters will not pay if you do not report the loss to the police, airline, shipping line or their handling agent within 24 hours of discovering the loss and you do not have a written report to substantiate your claim.

**Section 15: SUMMARY OF BENEFITS, LIMITS OF LIABILITY AND EXCESSES**

Section	Benefit	Benefit Limit per Cardholder per event in USD	Excess per Cardholder per event in USD / Time
6	Medical and Travel Assistance <b>Services</b>	Benefit limit not applicable to this section	Not applicable
7	Emergency Medical, Evacuation and Repatriation Expenses Medical expenses Evacuation and Repatriation expenses/ Transportation of Mortal Remains/ Return of Dependent Children	500,000 1,000,000	100 100
8	Personal <b>Accident</b> Full Trip	150,000 For children aged 16 and under death benefit is limited to 3,000	Not applicable
9	Hospital Daily Benefit	100 per day	48 hours
10	Personal Liability	1,000,000	Not applicable
11	<b>Baggage and Money</b> Loss of <b>Baggage</b> Loss of <b>Money</b>	3,000 1,500	50 50
12	Cancellation Abandonment	5,000 3,000	Not applicable
13	Inconvenience <b>Benefits</b> Travel delay Baggage delay Document replacement Hijack Legal Expenses Missed Connection Missed Departure	60 per hour; max 12 hours 100 per hour; max 12 hours 4,000 150 per day; max 21 days 8,500 3,000 3,000	4 (four) hours 4 (four) hours Not applicable Not applicable Not applicable Not applicable 100
14	Winter Sports Ski Pack Piste Closure Winter Sport Equipment Avalanche Cover	500 500 2,500 Owned / 750 Hired 50 per day; max 500	Not applicable Not applicable Not applicable Not applicable

Compensation payable in respect of Personal Accident

- |  |                    |
|--|--------------------|
| 1. Death   | 100% of sums above |
| 2. Total and irrecoverable loss of sight of one or both eyes | 100% of sums above |
| 3. Loss of one or two Limbs                                  | 100% of sums above |
| 4. <b>Permanent Total Disablement</b> (other than above)     | 100% of sums above |

Benefit shall not be payable under more than one of the items above in respect of the consequences of one **Accident**.



**Section 16: GENERAL CONDITIONS**

- 16.1 The **Cardholder** 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**.
- 16.2 **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 **Cardholders**, 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.
- 16.3 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 **Cardholder** or their legal representative. A claim form must be completed by the **Cardholder** 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.
- 16.4 If the **Cardholder** or anyone acting on his/her behalf makes a fraudulent claim under this **Certificate** the **Underwriters**:
- (a) are not liable to pay the claim and any future claim;
  - (b) may recover from the **Cardholder** any sums paid to the **Cardholder** in respect of the fraudulent claim; and
  - (c) may by notice to the **Cardholder** treat the **Certificate** as having been terminated with effect from the fraudulent act.
- 16.5 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 **Cardholder** shall only be entitled to claim those costs, which cannot be recovered by the **Cardholder** from such other sources.
- 16.6 Any portion of a Cardholder's travel ticket, which is unused following the provision of evacuation /repatriation **Services** or cancellation **Benefits**, is to be surrendered to the **Claims Administrator**.
- 16.7 **Underwriters** may at any time and at their own expense and without prejudice to this **Certificate** take proceedings in the name of the **Cardholder** 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**.

**Section 17: GENERAL EXCLUSIONS APPLYING TO ALL SECTIONS**

This **Certificate** does not cover:

- 17.1 Any claim which is more specifically covered elsewhere, as more fully set forth in General Condition 16.5.
- 17.2 Claims for events occurring after the **Journey**;
- 17.3 Any claim in respect of **Cardholders** aged 76 (seventy six) years or older at the start of a **Journey**.
- 17.4 Any **Pre-existing Health Disorder** or **Condition**;
- 17.5 Any **Journey** booked or undertaken against medical advice;
- 17.6 Any **Journey** specifically undertaken with the intention of obtaining medical treatment;
- 17.7 Any **Journey** booked after receipt of a terminal prognosis to the **Cardholder** or **Relative**;
- 17.8 Any claim arising from or related to psychiatric disorders infirmities or conditions for which treatment has previously been received;
- 17.9 Any claim arising from pregnancy, unless unexpected complications arise, and in no circumstances where the pregnancy has entered the 7th month at the start of a **Journey**;

- 17.10 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;
- 17.11 Any claim resulting from the failure of the **Cardholder** to exercise all reasonable care to protect themselves and their property;
- 17.12 The commission of, or the attempt to commit, an unlawful act;
- 17.13 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);
- 17.14 Any claim arising from or related to;
- 17.14.1 loss or destruction of, or damage to, any property whatsoever or any other loss or expense whatsoever.
- 17.14.2 any legal liability of whatsoever nature.
- 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
- 17.15 Any claim arising from or related to:
- 17.15.1 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
- 17.15.2 any **Act of Terrorism**.
- 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 17.15.1 and/ or 17.15.2 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 **Cardholder**.
- In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
- 17.16 **Services** provided by any party other than **International SOS** for which no charge would be made if this **Certificate** were not in place;
- 17.17 Claims notified more than 90 (ninety) days after the date an event, as more fully set forth in General Condition 16.3;
- 17.18 The **Cardholder** 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;
- 17.19 Any claim arising from or related to the **Cardholder** 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;
- 17.20 Any claim arising from or related to **Bodily Injury** occurring while the **Cardholder** 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, ballooning, 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;
- 17.21 Any claim arising from or related to the **Cardholder** engaging in any winter sports;

- 17.22 Any claim arising from or related to the **Cardholder** engaging in active service in the armed forces of any nation;
- 17.23 Any claim arising from or related to HIV (Human Immunodeficiency Virus) or AIDS (Acquired Immune Deficiency Syndrome) or any similar syndrome whatever it is called unless contracted during a medical investigation, test or course of treatment (unless related to drug abuse or sexually transmitted diseases).
- 17.24 Any claim arising from or related to any form of Financial Guarantee, Surety or Credit Indemnity.
- 17.25 Any claim arising from or related to the **Cardholder** travelling to a country where the Foreign and Commonwealth Office has advised against non-essential travel
- 17.26 Any claim arising from or related to the cessation of trading of the tour operator, agent or other transport provider.

**Section 18: PREMIUM**

**Section 18: INTERMEDIARY**

- 18.1 The intermediary for this contract is Aspire Insurance Advisers Ltd, Building 4, Chiswick Park, 566 Chiswick High Road, London, W4 5YE, United Kingdom, to whom all correspondence should be addressed.

**Section 19: SECURITY**

- 19.1 LSW 1001 (Insurance)

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

Tokio Marine Kiln	510	HMA014B18AA	47.6191%
Liberty	4472	1169430118KP	23.8095%
MS Amlin	2001	KPB0488318WK	14.2857%
Canopus	4444	A10855CAA	14.2857%

**Section 20: REQUESTING EMERGENCY or TRAVEL ASSISTANCE**

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

In the event that the **Cardholder** requires these **Services**, please call +44 208 762 8146

**Section 21: HOW TO MAKE A CLAIM**

- 21.1 In the event of an event occurring that may give rise to a claim under this **Certificate**, the **Cardholder**, or his representative, should call OSG Travel Claims Services (+353 1 261

2002) during office hours of 09.00 to 17.00hrs. Outside normal UK working hours, the **Cardholder** should contact OSG by email [travel@osg.ie](mailto:travel@osg.ie) and request a claim form or call back during office hours as stated above.

In the event a claimant wishes to correspond using an email facility after initially registering a claim via telephone communication, they may correspond using email: [travel@osg.ie](mailto:travel@osg.ie)

- 21.2 The **Cardholder** 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. Original invoices, receipts, official reports, tickets, agreements, credit or debit card slips, or other documentary evidence will be required to be submitted in support of any claim.
- 21.3 Upon contacting OSG to report a claim, the **Cardholder** should request a claim form, which should be returned to the address given within 28 (twenty eight) days, along with all required supporting documentation. Claimants are advised to retain copies of all documents for their own reference.

## **SECTION 22: COMPLAINTS PROCEDURE**

OSG Travel Claims Services 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 **Cardholder** should write with details of the complaint to: The Complaints Officer, OSG Travel Claims Services, P.O. Box 1086, Belfast, BT1 9ES, United Kingdom

The **Cardholder** 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:

Complaints  
Fidentia House  
Walter Burke Way  
Chatham Maritime  
Chatham  
Kent  
ME4 4RN

Tel No. : 020 7327 5693

Fax No.: 020 7327 5225

E-mail: [Complaints@Lloyds.com](mailto: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 to the Financial Ombudsman Service. Further details will be provided at the appropriate stage of the complaints process.

## **SECTION 23: 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 **Cardholder** 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 **Cardholder's** express consent. All data provided by the **Cardholder** about other people to be insured, such as family, friends or other associates, must be with their permission. It is the **Cardholder'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 **Cardholder** 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 **Cardholder** should contact the party identified in Section 18.

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

Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire, SK9 5AF, United Kingdom.

Tel: 0303 123 1113 (local rate) or 01625 545 745 (national rate)

Email: casework@ico.org.uk

**Contracts (Rights of 3rd 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**

No insurer shall be deemed to provide cover and no insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that 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.

LMA3100

15 September 2010

**E.U. DISCLOSURE CLAUSE (UK)**

Notice to the Proposer/Assured

The Parties are free to choose the law applicable to this Insurance contract. Unless specifically agreed to the contrary this Insurance shall be subject to English Law. Any enquiry or complaint should be addressed in the first instance to **Your** Broker.

If **You** are not satisfied with the way a complaint has been dealt with **You** may ask the Complaints and Advisory Department at Lloyd's to review **Your** case without prejudice to **Your** rights in law.

The address is:     Complaints and Advisory Department Lloyd's,  
                          One Lime Street  
                          LONDON,  
                          EC3M 7HA  
                          Telephone: +44 207 623 7100

**LSW 1002**

**EUROPEAN SERVICE OF SUIT AND JURISDICTION CLAUSE**

It is agreed that this Insurance shall be governed exclusively by the law and practice of {Response}, and any disputes arising under, out of or in connection with this Insurance shall be exclusively subject to the jurisdiction of any competent court in England and Wales

The Underwriters hereon agree that all summonses, notices or processes requiring to be served upon them for the purpose of instituting any legal proceedings against them in connection with this Insurance shall be properly served if addressed to them and delivered to them care of

Mr Shiamdass Appannah

Lloyd's General Representative in Mauritius

Morc Boucan Road

Phoenix

Mauritius

Tel: +23052596407

E-mail: shiamdass.appannah@lloyds.com

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

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

04/93

LSW487

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