
The logo consists of the word "LLOYD'S" in white, uppercase, sans-serif font, centered within a solid black rectangular box.

Lloyd's Insurance Company S.A. Certificate

This contract of insurance is insured by Lloyd's Insurance Company S.A.

This Certificate is issued by the Coverholder identified within this Certificate in accordance with the authorisation granted to the Coverholder under the Coverholder Appointment Agreement with the Unique Market Reference stated within this Certificate.

Lloyd's Insurance Company S.A. is a Belgian limited liability company (*société anonyme / naamloze vennootschap*) with its registered office at 14th Floor, Bastion Tower, Place du Champs de Mars 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.

Website address: www.lloyds.com/brussels E-mail: enquiries.lloydsbrussels@lloyds.com

Bank details: Citibank Europe plc Belgium Branch, Boulevard General Jacques 263G, Brussels 1050, Belgium - BE46570135225536.

LBS0002J (01/01/ 2019) - Lloyd's Insurance Company S.A. Generic Certificate Jacket

SCHEDULE [DECLARATIONS PAGE]

This Certificate comprises a Certificate Jacket, the Schedule [Declarations Page], Wording and all other provisions, conditions and warranties attached, and any endorsements issued.

Coverholder Appointment Agreement Unique Market Reference (UMR) B1715F33118822

Policy or **Certificate** Number: 001019O – 2023

1. Name and address of the Insured:

Bank of America Europe DAC
Two Park Place
Hatch Street
Dublin 2
Ireland

2. Effective from: 01 January 2023 to 31 December 2023

both days at 00:00 GMT both days inclusive

3. This contract of insurance is insured by 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 14th Floor, Bastion Tower, Place du Champs de Mars 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.

Website address: www.lloyds.com/brussels E-mail: enquiries.lloydsbrussels@lloyds.com Bank details: Citibank Europe plc Belgium Branch, Boulevard General Jacques 263G, Brussels 1050, Belgium - BE46570135225536.

4. Lloyd's Insurance Company S.A.'s General Representative:

Eamonn Egan
Country Manager for Ireland
E-mail: eamonn.egan@lloyds.com or lloydsireland@lloyds.com

Lloyd's Ireland Representative Limited
7/8 Wilton Terrace
Dublin 2
D02 KC57
Ireland
Tel: + 353 (0) 16441000

5. Coverholder:

Aspire Insurance Advisers Europe SRL
Esplanade 1/B7
1020 Brussels
Belgium

Company Number: 0746642157

The Coverholder acts as an agent of Lloyd's Insurance Company S.A. in performing its duties under the Coverholder Appointment Agreement with the Unique Market Reference stated within this Certificate.

6. Insurance cover provided:

Type of Insurance:	Business Card Liability Waiver
Sum(s) Insured / Limit(s) of Liability:	Standard Cards: GBP 10,000 per cardholder and GBP 75,000 per company Executive Cards: GBP 15,000 per cardholder and GBP 100,000 per company Executive Explorer Cards: GBP 15,000 per cardholder and GBP 100,000 per company
Excess(es) / Deductible(s):	n/a

7. Wording and additional Forms attached hereto and any special conditions:

As detailed within

8. Law applicable to this contract (being which territory's law will be used to determine a dispute relating to this contract):

Republic of Ireland

9. Jurisdiction applicable to this contract (being the territory in which any dispute relating to this contract will be heard):

Republic of Ireland

10. Service of Suit (being any summons, notice or process to be served upon Lloyd's Insurance Company S.A. for the purpose of instituting any legal proceedings against it in connection with this contract) may be made upon:

Lloyd's Ireland Representative Limited
7/8 Wilton Terrace
Dublin 2
D02 KC57
Ireland

11. In the event that you wish to make a claim under this contract, please notify the following:

Broadspire, by Crawford & Company
Jan Olieslagerslaan 41
B-1800 Vilvoorde, Belgium
Email creditcardclaims@broadspire.eu
Tel.: +32 (0) 2 257 03 58

12. In the event that you wish to make a complaint, please refer to the complaint handling arrangements below:

In the first instance the **Cardholder** should write with details of the complaint to:

The Complaints Officer, Broadspire, by Crawford & Company, Jan Olieslagerslaan 41, B-4100 Vilvoorde, Brussels, Belgium

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:

Service Manager
Complaints team
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

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 Services & Markets Authority. Further details will be provided at the appropriate stage of the complaints process.

13. In the event that you have any other enquiries, please contact the Coverholder.

Dated 05 January 2023

Signed by **David Goodley**



Coverholder: Aspire Insurance Advisers Europe SRL

This Certificate is only valid if it bears the signature of the Coverholder, on behalf of Lloyd's Insurance Company S.A.

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

CONTENTS

Section 1	The Certificate of Insurance
Section 2	Schedule of benefits
Section 3	Meaning of words
Section 4	Geographical limits
Section 5	Eligibility
Section 6	Period of insurance
Section 7	Description of Cover
Section 8	Exclusions
Section 9	Terms & Conditions
Section 10	Additional Provisions
Section 11	Intermediary
Section 12	Security
Section 13	How to make a Claim
Section 14	Complaints Procedure
Section 15	Other Provisions

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 & 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 Insured, the **Cardholder** is entitled to indemnified **Benefits** and **Services** under this Certificate, during the Period of Insurance, within the geographical limits, subject to the terms, conditions & exclusions.
- 1.3 The **Benefits** are underwritten by certain Underwriters at Lloyd's. Lloyd's is authorised and regulated by the National Bank of Belgium (NBB) and regulated by the Financial Services and Markets Authority (FSMA).
- 1.4 This Certificate shall be governed and construed in accordance with the laws of England and Wales and the courts of England and Wales shall have jurisdiction in any dispute arising hereunder unless otherwise agreed by **Underwriters** in writing.
- 1.5 The parties to this contract understand the English language and, regardless of the domicile of the **Cardholder**, accept that all terms and conditions are stated in English.

Section 2: SCHEDULE OF BENEFITS

2.1 Summary of Benefits, Limits of Indemnity and Excesses

Coverage shall be provided as described herein pursuant to any limitations, exceptions and exclusions which follow:

Corporate Card

Up to GBP 10,000 per **Cardholder** and GBP 75,000 per company per year;

Executive Card

Up to GBP 15,000 per **Cardholder** and GBP 100,000 per company per year;

Executive Explorer Card

Up to GBP 15,000 per **Cardholder** and GBP 100,000 per company per year;

3: MEANING OF WORDS

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

Cardholder shall mean any person authorised by the Company to use Visa Visa/ MasterCard/ Business/Corporate/ Purchasing/ CTA/ Virtual **Card** for Company business only who are either

- A) under a contract of/for service or apprenticeship with the Company or
- B) undergoing training under any government approved training scheme under the control of the Company in connection with the business subject always to the **Cardholder** having reached the age of eighteen

The term **Cardholder** shall include a director of the Company if such person

- i) is also employed by the Company under a contract of service and
- ii) controls no more than 5% of the issued share capital of the Company or of any subsidiary of the Company.

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.

Cash shall include but not be limited to, legal tender of any stamps, gambling instruments including lottery tickets, scratch cards and chips, any charges incurred flowing from the acquisition of **Cash**.

Effective Date shall mean 01 January 2023

Expiry Date shall mean 31 December 2023

Policyholder shall mean Bank of America Europe DAC

Termination Date shall mean the date on which:

- 1) the **Cardholder** gives notice to the Company
- 2) the date the Company gives notice to the **Cardholder**
- 3) or the date the Authorised **Card** is withdrawn by the Company from the **Cardholder** whichever is the sooner.

Theft shall mean any act of Fraud or dishonesty by any **Cardholder** committed in connection with the Authorised **Card** issued to them with clear intent of obtaining an improper financial gain for themselves or for any other person or organisation intended by the **Cardholder** to receive such gain

Underwriters shall mean certain **Underwriters** at Lloyd's of London

Waiver Date shall mean the discovery date of the loss by the Company.

Waiver Request Letter shall mean a letter composed by the Company outlining the details of the loss (full details explained under Minimum Standards of Control) which is then sent by letter or fax to the Bank.

Section 4: GEOGRAPHICAL LIMITS

4.1 The Services & Benefits described in this Certificate are provided on a worldwide basis.

Section 5: ELIGIBILITY

5.1 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 Insured in writing with the prior agreement from **Underwriters** and/or Aspire.

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

Section 6: PERIOD OF INSURANCE

- 6.1 This Certificate shall commence on the **Effective Date** and shall be in force until the **Expiry Date**.
- 6.2 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 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.
- 6.3 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, whichever is applicable.
- 6.4 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 been paid to **Underwriters**.
- 6.5 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 Card** account, whichever comes first.
- 6.6 A **Cardholder's** eligibility for the Benefits and Services shall cease on the earliest of:
- (i) the date the **Cardholder** 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 7: DESCRIPTION OF COVER

- 7.1 The **Underwriters** will provide indemnity for
 Visa / MasterCard Member Banks (hereinafter called "the Bank") and at the request of the Bank any Company (meaning a corporation partnership sole proprietorship or any other entity with which the Bank has a signed agreement to issue is a Visa/ MasterCard/ Business/ Corporate/ Purchasing/ CTA/ Virtual **Card** for losses for which the Bank is entitled to indemnity subject to the terms exceptions and conditions of the Policy as far as they apply.
- 7.2 *The **Underwriters** will provide indemnity for:*
- 7.1.1 against loss of Waivable Charges due to the Bank or for which they are legally responsible caused by any act of **Theft** committed during the Period of Insurance by any **Cardholder**
 - 7.1.2 for auditors fees incurred with the **Underwriters** consent solely to substantiate the amount of the Claim *Provided that*
 - i) the **Underwriters** total liability in respect of any One Claim caused by any one **Cardholder** shall not exceed the Limit of Indemnity applicable to that **Cardholder** where One Claim shall mean all acts of **Theft** within the Period of Insurance committed by one **Cardholder** or two or more **Cardholders** acting in collusion (meaning all circumstances where two or more **Cardholders** are concerned or implicated together or materially assist each other in committing the act of **Theft**)
 - ii) in the event that One Claim is caused by two or more **Cardholders** acting in collusion the **Underwriters** total liability shall not exceed $a \times b$ where a = the number of **Cardholders** involved and b = the Limit of Indemnity applicable to each **Cardholder**
 - iii) the **Underwriters** total liability in any one Period of Insurance shall in any case not exceed the aggregate Limit of Indemnity per Company
 - iv) any underlying policy shall be maintained in force and this Policy shall apply only to the extent to which an indemnity for damages and claimants costs and expenses is not provided under such underlying policy by virtue of any limitation of cover or Limits of Indemnity

- v) the Limit of Indemnity under this Policy shall be reduced by an amount equal to the Indemnity provided by any underlying policy
- vi) the **Underwriters** may at any time pay the Limit of Indemnity (less any sums already paid) or any lesser amount for which the claims arising out of such an event can be settled the **Underwriters** will then relinquish control of such claims and be under no further liability in respect thereof except for costs and expenses for which the **Underwriters** may be responsible in respect of matters prior to the date of such payment

7.3 For the purpose of this Policy:

7.3.1 Waivable Charges shall mean all amounts charged to the Company's Visa Business/ Corporate/ Purchasing account with the Bank which are not of either direct or indirect benefit to the Company and

- A) where the Company has paid the bill but been unable to obtain reimbursement from the **Cardholder** or
- B) where the Bank has billed the **Cardholder** direct, and the Company has reimbursed the **Cardholder** but the **Cardholder** has not paid the Bank or
- C) where the Company has received direct or indirect benefit but is contractually required to pay twice as a result of B) above.

It is understood and agreed that there can be no circumstance where **Underwriters** can pay a claim twice

Provided that such unauthorised charges

- i) are billed up to 75 days preceding the **Waiver Date** and notified by the Company to the Bank by means of a **Waiver Request Letter** on or within 14 days of the **Waiver Date**
- ii) are incurred but are not yet billed as of the **Waiver Date** or up to 14 days after the date on which the Bank received a request to cancel that **Cardholders Card** whichever occurs first
- iii) are discovered not later than 75 days after the termination of
 - A) this Policy,
 - or
 - B) the insurance in respect of the Company employing the **Cardholder** concerned with the loss whichever occurs first

7.3.2 **Theft** shall mean any act of fraud or dishonesty by any **Cardholder** committed in connection with the authorised **Card** issued to them with clear intent of obtaining an improper financial gain for themselves or for any other person or organisation intended by the **Cardholder** to receive such gain

7.4 Claims Conditions:

7.4.1 If any claim shall be in any respect fraudulent or if fraudulent means or devices are used by the Bank or Company or anyone acting on their behalf to obtain any benefit under this Policy or if any loss is occasioned by the wilful act or with the connivance of the Bank or Company all benefit under this Policy shall be forfeited

7.4.2 Upon knowledge of or discovery of loss or of any occurrence which may give rise to a claim for loss the Bank or Company whichever is appropriate shall

- A) give notice thereof as soon as practicable to **Underwriters**
- B) file detailed proof of loss with **Underwriters** within 136 days after the discovery of the loss

Upon the **Underwriters** request the Bank or Company whichever is appropriate shall submit to examination by the **Underwriters** and produce for the **Underwriters** examination all pertinent records and all at such reasonable time and place as the **Underwriters** shall designate and shall cooperate with the **Underwriters** in all matters pertaining to loss or claims with respect thereto

7.4.3 In the event of any payment under this Policy the **Underwriters** shall be subrogated to all the Banks (or Company's) rights of recovery therefor against any person or organisation and the Bank (or Company) shall execute and deliver instruments to secure such rights The Bank (or Company) shall do nothing after loss to prejudice such rights. The bank or company must

cooperate with any efforts to recover funds including communication/ co-operation with any law enforcement body.

- 7.4.4 If at any time any claim arises under this Policy there be any other insurance or indemnity or guarantee covering the same loss the **Underwriters** shall not be liable except in respect of an excess of the amount which is payable under such other insurance or indemnity or guarantee
- 7.4.5 If any difference shall arise as to the amount to be paid under this Policy such difference shall be referred to arbitration, form of which to be agreed by all parties.
- 7.4.6 The insurance provided under this Policy shall not apply in respect of any loss caused by a **Cardholder** if the Company possesses knowledge of any act or acts of fraud or dishonesty committed by such **Cardholder**
- 7.4.7 For a valid claim to arise it is a condition of this Policy that the Company shall as soon as any act of **Theft** is discovered make every effort to retrieve the Visa Business/ Corporate/ Purchasing **Card** from the **Cardholder** and destroy the Visa Business/ Corporate/ Purchasing **Card**
- 7.4.8 Immediately following the discovery by the Company of any act of **Theft** by a **Cardholder** it shall be the duty of the Company to inform the Bank immediately and to have the **Card** placed upon the suspended **Card** list the **Underwriters** shall bear no liability for future acts of **Theft** by the **Cardholder** following the said discovery of fraudulent activity.
- 7.4.9 A) Any money of the **Cardholder** in the Company's hands upon discovery of any loss and money which but for the **Cardholders Theft** would have been due to the **Cardholder** from the Company shall be deducted from the amount of the loss before a claim is made under this Policy
- B) Any further monies which are recovered less any costs incurred in recovery shall accrue
- i) in the event that the Company's claim has exceeded the Limit of Indemnity firstly to the benefit of the Company to reduce or extinguish the amount of the Company's loss
- ii) thereafter to the **Underwriters** benefit to the extent of the claim paid or payable
- iii) and finally any surplus thereafter shall be returned to the Company

7.5 Obligation of the Company

The Company may require the Bank to waive their liability for Waivable Charges only if they meet all the following requirements:

- 1) The Company has two (2) or more Cards in good standing on or after establishing a **Card** account with a Member Bank or as otherwise agreed. This obligation is waived in respect of Visa Purchasing Liability.
- 2) The Company send a "Waiver Request" by letter or fax to the Bank. The Waiver Request must state:
 - A) That the Company request the waiver of covered Charges.
 - B) The **Cardholder's** name, **Card** number and last known business and home address.
 - C) In cases where the Bank invoices the **Cardholder** directly, that the Company has contacted the **Cardholder** in writing and directed him to immediately pay all outstanding Charges to the Bank:
And
 - D) Whether the **Card** was retrieved from the **Cardholder**.
- 3) The Company has delivered to the **Cardholder** or sent by first class mail a written notice stating that the **Cardholder's Card** has been cancelled, that he should immediately discontinue all use of that **Card**, that he must immediately pay any outstanding amounts owed to the Bank, and that he must immediately return that **Card** to the Company.
- 4) The Company has used and will continue to use its best endeavours to retrieve the **Card** from the **Cardholder** and to return it, cut in half, to the Bank.
- 5) The Company shall promptly give written notice to the Bank if any **Cardholder's** employment has been terminated or in cases where the Bank invoices the **Cardholder**, if the Company knows or should know that a **Cardholder** is receiving reimbursement for Charges but is not paying the Bank for those Charges.

Section 8: EXCLUSIONS

8.1 The **Underwriters** shall not be liable for

- 1) loss of interest or consequential loss of any kind
- 2) loss caused by any act of any **Cardholder** committed prior to the commencement date for that **Cardholder**
- 3) charges incurred to Purchasing goods or services for the Company or for persons other than the **Cardholder** pursuant to the instructions of the Company or acquiescence thereto by the Company if those goods or services are of the type which are regularly purchased by or for the Company
- 4) charges incurred by a **Cardholder** after the discovery date of the loss by the Company or charges incurred beyond 14 days after the Bank receives a request to cancel the **Cardholder's** Visa Business/Corporate/Purchasing **Card** whichever is the earlier
- 5) **Cash** advances, after Notification of **Termination Date**.
- 6) **Cash** advances which exceed USD 300 per day or a maximum of USD 1,000 in all prior to notification of **Termination Date**.

8.4 Financial Guarantee Exclusion

This policy does not cover any form of Financial Guarantee, Surety or Credit Indemnity.

8.5 Radioactive Contamination Exclusion

This Insurance does not cover:

- i) loss or destruction of, or damage to, any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss
- ii) any legal liability of whatsoever nature directly or indirectly 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

8.6 War and Terrorism Exclusion Endorsement

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss;

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
2. any act of terrorism.

For the purpose of this endorsement an act of terrorism means 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.

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to 1 and/or 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 Insured.

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

08/10/01

NMA2918

Section 9: TERMS AND CONDITIONS

The coverage provided by this Policy is subject to the following terms and conditions:

9.1 Notification of Claims

If any covered loss occurs, notice must be provided to **Underwriters** within 45 days of the date that the incident occurred. Failure to give notice within 45 days from the date of the incident will result in a denial of the claim. The **Cardholder** shall take all reasonable measures to protect, save and/or recover the property.

9.2 Claims Forms

Underwriters or their authorised agent, upon receipt of a notice of claim, will furnish to the **Cardholder** the necessary forms for filing proof of loss.

9.3 Proof of Loss

Written proof of loss including any required information necessary to support a claim must be furnished to **Underwriters** or its authorised agent at its said location within ninety (90) days after the date of the incident. The Policy will only pay claims that are completely substantiated in the manner requested within twelve (12) months after the incident date. For "Covered Purchase" claims, the **Cardholder** must complete the claim form and attach all requested documentation, including a legible copy of the credit **Card** charge slip and/or store receipt and police report or other proof of loss.

9.4 Time of Payment of Claims

Benefits payable under this Policy for any loss will be paid immediately upon receipt of the written proof of such loss and all required information necessary to support the claim. **Underwriters** may in any claim for damage recoverable hereunder, require the **Cardholder** to send the damaged item to an address designated by **Underwriters** at the **Cardholder's** expenses

9.6 Misrepresentation and Fraud

Coverage as to a **Cardholder** shall be void if, whether before or after a loss, the **Cardholder** has concealed or misrepresented any material fact or circumstances concerning this insurance or the subject thereof, or the interest of the **Cardholder** therein, or if the **Cardholder** commits fraud or false swearing in connection with any of the foregoing.

9.7 Underwriters Right to Recover From Others

If **Underwriters** make payment, they are entitled to recover such amounts from other parties or persons. Any party or person to or from whom **Underwriters** make payment must transfer to us his or her rights of recovery against any other party or person. The party or person transferring such must do everything necessary to secure these rights and must do nothing that would jeopardise them.

9.8 Legal Actions

No Action at law or in equity shall be brought to recover on this Policy prior to the expiration of 60 days after written proof of loss has been furnished in accordance with the requirements of this Policy.

9.9 Conformity with State Statutes

Any provision of this Policy which, on its **Effective Date**, is in conflict with the statutes of the state in which this Policy was delivered or issued for delivery is hereby amended to conform to the minimum requirements of such statutes.

9.10 Entire Contract Change

This Policy, including any endorsements and attached papers, constitutes the entire contract of insurance. No change in this Policy shall be valid until approved by **Underwriters** and unless such approval is endorsed and attached hereto. No agent has authority to change this Policy or to waive any of its provisions

Section 10: ADDITIONAL PROVISIONS

- 10.1 Policy Period: This Policy shall become effective upon the Policy **Effective Date** shown on the first page of this Policy and will remain in force unless cancelled in accordance with 10.5.
- 10.2 Premium: The premiums due for this Policy shall be remitted to **Underwriters**. The premium rates are as stated in Section 2, Schedule(s) of Benefits.
- 10.3 Examination and Audit: **Underwriters** shall be permitted to examine the Insured's records relating to the Policy during normal business hours and upon reasonable advance notice at any time during the term of this Policy and within three years after expiration of this Policy or until final adjustment and settlement of all claims hereunder, whichever is later.
- 10.4 Assignment: This Policy is not assignable, but benefits may be assigned.
- 10.5 Cancellation: **Underwriters** may cancel this Policy at any time by written notice delivered to the Insured or mailed to the last address of the Insured as shown on the records of **Underwriters**, stating when, not less than thirty one (31) days thereafter, such cancellation shall be effective; the Insured may cancel this Policy at any time by written notice delivered or mailed to **Underwriters** effective on receipt or on such alternate date as may be specified in the notice.

In the event of such cancellation by either **Underwriters** or the Insured, **Underwriters** shall promptly return the unearned premium paid, if any, and the Insured shall promptly pay the earned premium which has not been paid. Such cancellation shall be without prejudice to any claim originating prior to the **Effective Date** of such cancellation.

The Insured may cancel this Policy during the Period of Insurance but after an initial period of 90 days by issuing notice by registered mail or facsimile to the Intermediary, who will in turn notify the **Underwriters**. Such notice must not take effect for at least 90 days.

Section 11: INTERMEDIARY

- 11.1 The intermediary for this contract is Aspire Insurance Advisers Europe SRL, Esplanade 1/B7, 1020 Brussels, Belgium. To whom all correspondence should be addressed.

Section 12: SECURITY

- 12.1 This insurance is placed under the unique market reference B1715F33118822 with certain **Underwriters** at Lloyd's, participating in the following proportions of the whole:

Syndicate Proportion

CNP 5380	IO8141HAA	100.00 %
----------	-----------	----------

Lloyd's insurers are authorised and regulated by the Financial Conduct Authority.

- 12.2 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.

SECTION 13: HOW TO MAKE A CLAIM

- 13.1 In the event of an event occurring that may give rise to a claim under this Certificate, the Bank or Company, or his representative, should call **+32 2 257 03 58** during office hours of 09.00 to 17.00hrs. Outside normal working hours, the cardholder should contact creditcardclaims@broadspire.eu 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: creditcardclaims@broadspire.eu

Bank or Company should notify us within 136 days of becoming aware of an incident or loss leading to a claim. Failure to give notice within 136 days from the date of the incident may result in a denial of the claim.

SECTION 14: COMPLAINTS PROCEDURE

Crawford and Company 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, Crawford and Company, Jan Olieslagerslaan 41, B-1800 Vilvoorde, Brussels, Belgium

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:

Service Manager
Complaints team
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

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 Services & Markets Authority. Further details will be provided at the appropriate stage of the complaints process.

Compensation

Canopus 5380 London are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the Scheme if an insurer is unable to meet its obligations to you under this contract. If you are entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this contract. Further information about the Scheme is available from the Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU. Telephone: **0800 678 1100** or **020 7741 4100**.

SECTION 15: 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 the Republic of Ireland, 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 the Republic of Ireland

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

Lloyd's Ireland Representative Limited
7/8 Wilton Terrace
Dublin 2
D02 KC57
Ireland

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**.