

VelosBlue Commercial Vessel Wording (2023)

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Section I: Definitions and Cancellation Rights

The words or phrases set out below have the definitions given below when used in the policy.

Agreed Value	This is the sum(s) noted as such in the Certificate of Insurance and this is the Agreed Value of the Vessel in the event of a Total Loss.
Vessel	The Vessel named in the Certificate of Insurance including her Machinery, gear, sails, masts, spars, rigging, trailer, tender/dinghies, equipment and accessories which are normally bought or sold with the Vessel. It does not include moorings, license, consumable stores or personal effects.
Cover Note	The document providing evidence that insurance has been Purchased.
Consumer Credit Agreement	The agreement between You (the debtor) and the creditor by which the creditor provides You with credit of any amount.
Excess	The amount(s) noted in the Cover Note to be deducted from each and every claim.
Machinery	Includes main or auxiliary engines, outdrives, electrical equipment, cables and fittings and hydraulic equipment, piping and fittings, boilers and shafts.
Period of Insurance	The period noted as such in the Cover Note or in any endorsement and noted for any subsequent renewal period.
Total Loss	When the Vessel is, following an insured loss, destroyed or the insured is irretrievably deprived of the Vessel.
We, Us, or Our	The insurer shown in Your documents.
Wheel Clamp	A device sold and marketed as a secure method of preventing theft by avoiding road wheels turning or such other device approved by Us.
You or Your	The insured person(s) named in your documents. This includes any person navigating the Vessel with Your permission. If there is more than one person named in the documents, this policy insures You jointly.

Cancellation Rights

You have a “cooling off” period of 14 days from either the inception of the policy or the time You receive this policy, whichever is the latter.

If the Policy does not provide You with the protection You want and You do not want to continue with the insurance, You may cancel the policy within this period and We will return the full premium, providing no claims have been made. We will not return any admin fee which has been charged.

If You choose not to cancel the policy within this period, then it will simply continue for the period specified in the Cover Note and be subject to all the terms and conditions set out in the policy.

If You wish to cancel the policy mid-term (after 14 days) then You should send a written notice to Us and We will cancel the insurance under the terms of the policy.

Please note that there will be no return premium in the event of a claim having been paid out or in negotiation.

See Section VIII Clause (3) & (4) for more detail.

Section II: Cover for the Vessel

Subject to the terms and conditions of this Policy your vessel is covered for

- (a) All risks of accidental, physical loss or damage to the vessel and property described in the Cover Note.
- (b) Loss of damage caused by latent defect in the Vessel (but excluding the cost or expenses of replacing the defective part), negligence and malicious acts, and theft are also covered unless such loss or damage results from any failure on the part of any insured to also take reasonable measures to maintain and safeguard the insured vessel and property described in the Cover Note. **(Please note the particular limitations relating to machinery damage in Section VII (j)).**
- (c) Salvage charges incurred in preventing a loss by any risk covered by this insurance and reasonable expenses incurred in averting or minimizing a loss by such risks. Our liability will not exceed twice the sum insured in the event of a claim for total loss.
- (d) A claim for constructive Total Loss shall be recoverable when the cost of recovery and/or repair of the Vessel, following an insured loss, exceeds the insured value.

All cover is subject to any exclusion in this policy wording and any conditions in the Cover Note. Please note particularly the exclusions in Section VII

Section III: Use of the Vessel

(a) Geographical limits

The Vessel is only covered within the cruising range defined in the Cover Note, The Vessel is also covered in transit by road within the United Kingdom & Ireland but excluding any liability to third parties.

(b) Conditions

The following conditions must be complied with strictly. If they are breached the policy will become void. No claims will be paid. No refunds of premiums will be made.

- (i) The Vessel must not be used as a houseboat or place of residence.
- (ii) The Vessel must fully comply with all law and regulations including, without limitation, any applicable Department of transport &/or MCA code of Practice and SOLAS requirements for the insured Vessel, any MCA license, any local regulation and any other licensing conditions applicable during the period of this insurance.
- (iii) The Vessel must not be used for trawling unless agreed by Underwriters.

Section IV: Cover for liabilities

- (a) The insurers will indemnify the insured in respect of all claims which the insured shall by reason of interest in the insured Vessel become legally liable to pay and shall pay including the attempted or actual raising, removal & destruction of the wreck of the Vessel. The indemnity payable in respect of any one accident, or series of accidents arising out of the same event, shall be limited to the sum specified in the Cover Note for that purpose.
- (b) When the liability of the insured has been contested with the consent in writing of the insurers, they will also pay the legal costs which the insured shall thereby incur & be compelled to pay.
- (c) The protection of this Section IV shall extend to any person navigating or in charge of the Vessel with the consent of the insured other than a person operating or employed by the operator of any shipyard, repair yard, slipway, marina, yacht club, sales agency, delivery contractor or similar organisation. This extension shall be subject to all terms & conditions of this insurance.

(d) This insurance does not cover:

- (i) Any claim or liability excluded under Sections III and VII
- (ii) Any liability to the insured or any owner of the Vessel
- (iii) Any liability admitted or agreed without the written consent of the insurers
- (iv) Any liability arising while the Vessel is used for, or in connection with, water-skiing, aquaplaning, or similar activity, unless expressly agreed in writing, in which case insurers' liability shall be limited to the sum specified in the Cover Note for that purpose.
- (v) Any liability arising while the Vessel is being used for the towing of water toys, unless expressly agreed in writing, in which case insurers' liability shall be limited to the sum specified in the Cover Note for that purpose. It is a condition precedent to liability that: Toys are of professional design and manufacture; Toys are operated exactly in accordance with the manufacturer's instructions regarding passengers (including size and weight) and speed of operation.
- (vi) Any liability arising whilst the Vessel is used for or in connection with paragliding
- (vii) Punitive or exemplary damages, or any multiplication of compensatory damages, however described
- (viii) Any liability to any crew while the Vessel is being used for commercial purposes, unless expressly agreed in writing. In addition and without restricting that exclusion, this policy does not cover any liability of the insured, or anyone else entitled to the protection of this policy, arising under any employers liability legislation or any other statutory or common law, general maritime law or any other law or regulation in respect of accidents to or illness of workmen or any other persons employed in any capacity whatsoever by the insured or others in, on, about, or in connection with the Vessel, or her catch, materials or repairs.
- (ix) Any liability arising out of the sales, supply or provision of any food and /or beverage, unless expressly agreed in writing by insurers.

- (x) Any liability incurred by the insured during the course of performing specialist operations including but not limited to dredging, dumping of spoil, cable or pipe laying, construction, installation or maintenance work, piling, core sampling, professional oil spillage, response training (but not excluding firefighting) to the extent that such loss, damage, liability or expense arises as a consequence of:
claims brought by any party for whose benefit the work has been performed, or by the third party for whom the work has been performed (or not) in respect of the specialist nature of the operations; or
the failure to perform such operations by the insured, or the fitness for purpose or quality of the insured's work products or services, including any defect in the insured's work products or services; or
any loss or damage to the contract works.
- (xi) Any liability in respect of any claim for medical costs, fees or related expense or any other liability whatsoever arising out of illness or injury or in any way related or caused by exposure to sun's rays either suddenly or cumulatively.
- (xii) Any liability arising out of the insured Vessel entering prohibited waters or engaging in unlawful fishing.
- (xiii) Any liability arising from waste dumping or incineration carried from, or on the insured Vessel.
- (xiv) Any liability in respect of all fines and penalties resulting from the failure, neglect or default of any insured (or any representative of the insured).
- (xv) Any liability arising out of any failure to work within the safe working load of any piece of gear or equipment.
- (xvi) Any liability to or of divers working from any insured Vessel(s).
- (xvii) Any liability arising from the use of compressors or high pressure air or gas equipment.
- (xviii) Any liability arising out of towage except for the purpose of saving life unless agreed in writing by insurers.
- (xix) Any liability arising out of seepage, pollution or contamination unless the insured establishes that such seepage pollution, or contamination was caused by an accident involving the insured Vessel(s) and, it was discovered by the insured

within 24 hours of the accident, and the accident was reported to the insurers as soon as reasonably practical.

- (xx) Any liability to any guest or passengers, fare paying or otherwise, whilst the Vessel is being used for commercial purposes, unless agreed in writing by insurers
 - (xxi) Any liability arising from or caused by the nets and gear of the Vessel or nets and gear of any other vessel how-so-ever arising; and any claim for loss of or damage to or liability arising from the cargo and/or catch whether or not on board the Vessel and how-so-ever arising.
- (e) Liability to crew is excluded under Clause (d) (viii). However, where the Cover Note contains the words "Cover is extended to include crew liability" then notwithstanding the provisions of Clause (d) (viii) the cover provided under Section IV of this policy is extended to include claims by crew members but:
- (i) There is no cover in respect of any claim by any crew member who is an employee of the insured or others in any capacity at all, in or about or in connection with the Vessel or her catch, materials or repairs.
 - (ii) There is no cover if, when the circumstances giving rise to the claim occurred, there was more crew on board than the number stated in the Cover Note.

This extension is subject to all other terms of the policy including all limits and exclusions.

Section V: Excess and Deductions

- (a) The excess specified in the Cover Note shall be deducted from all claims arising out of each and every incident, other than for total loss or constructive total loss of the Vessel, or total loss of items separately declared and valued in the Cover Note, or liability claims made under Section IV.
- (b) Prior to the deduction under Section V(a), and in addition, all claims for loss of/ or damage to protective covers, sails, canopies & outdrives may be subject to a new for old deduction at insurers discretion.
- (c) The maximum amount payable by insurers for loss or damage to outboard motors shall be the actual current market value of the outboard at the time of the loss or damage, or the sum insured for the outboard as shown in the Cover Note, whichever is less.

- (d) Insurers may, at their option, repair or replace with property of similar age, type and condition all or any part of the insured Vessel or property lost, damaged or destroyed instead of paying the amount of the loss or damage in money.

Section VI: Marina Benefits

If a claim occurs for loss or damage to the Vessel whilst moored on a pontoon berth or ashore at a marina, We shall not deduct any applicable Excess from the agreed claim settlement and for the purposes of the no claims bonus clause, if applicable, the Period of Insurance shall be considered a claim free year in respect of such a claim.

Section VII: Policy Exclusions

This clause is paramount and no claim shall be allowed in respect of:

- (a) loss, damage, liability or expense intentionally caused or incurred by, or with the consent of, any insured, or arising from unseaworthiness resulting from any act or omission of any insured.
- (b) the cost of making good any defect resulting from any repair, alteration or maintenance work carried out on the Vessel.
- (c) any loss or expenditure incurred in remedying a fault or error in design or construction or any cost or expense incurred by reason of betterment or alteration in design or construction.
- (d) wear and tear, gradual deterioration, lack of reasonable maintenance, mechanical breakdown, corrosion, electrolysis, weathering or damage caused by insect, vermin, damp and marine life.
- (e)
 - (i) theft of insured gear and equipment unless following violent forcible entry into the Vessel or place of storage, or removal of fixed gear or equipment from the exterior of the Vessel.
 - (ii) theft of the outboard motor unless secured to the Vessel by an anti-theft device in addition to its normal method of attachment or following violent forcible entry into the Vessel or place of storage.
 - (iii) theft of trailer and Vessel (when on trailer) unless the trailer is fitted with an appropriate wheel clamp when not actually being towed.
- (f) loss or damage to fishing, diving gear and equipment unless an amount is specified in the Cover Note and:

- (i) such loss or damage is caused by fire or lightning; or
 - (ii) forcible and violent entry into the Vessel or place of storage; or
 - (iii) such gear or equipment is totally lost following total loss of the Vessel insured in circumstances covered by this insurance.
- (g) loss, damage, expense or liability directly or indirectly arising from capture, seizure, arrest, restraint or detainment, war, terrorism, civil war, revolution, rebellion, insurrection, civil conflict or commotion.
- (h) loss, damage, liability or expense directly or indirectly caused by or contributed to, by, or arising from:
 - (i) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel.
 - (ii) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof.
 - (iii) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
 - (iv) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or similar peaceful purposes.
- (i) unrepaired damage in addition to a subsequent total loss sustained during the period covered by this insurance.
- (j) accidental loss or damage to Machinery (see definition on page 2):
 - (i) which is **five years old or more** unless the result of an external accidental cause covered under the policy. This exclusion does not apply to the shaft, propeller, rudder & P-bracket.
 - (ii) which is **less than five years old** unless the Vessel manufacturers warranties and servicing schedules have been fully complied with and you provide written evidence. This exclusion does not apply to shaft, propeller, rudder and P bracket.

- (k) loss, damage, liability or expense arising while the Vessel(s) is underway unless the insured or other competent person authorised by the insured is on board and in control of such Vessel
- (l) theft or loss of outboard motor or trailer unless the serial number is submitted prior to claim settlement
- (m) fire or explosion unless:
 - (i) the fire extinguishing equipment on board the Vessel is kept in good working order at all times, which must include regular maintenance and servicing by a reputable and fully qualified service company/agent in accordance with manufacturers' instructions.
 - (ii) the galley is equipped with a fire blanket.
 - (iii) fire extinguishers are fitted as per manufacturer's recommendations.
 - (iv) Vessels with a maximum designed speed of over 17 knots and fitted with inboard Machinery, are equipped with a suitable fire extinguishing system automatically operated, or remotely controlled from the steering position, or outside and next to the engine space or room.
- (n) This insurance excludes coverage for:
 - (1) any loss, damage, liability, cost, or expense directly arising from the transmission or alleged transmission of:
 - a) Coronavirus disease (COVID-19);
 - b) Severe Acute Respiratory Syndrome Coronavirus 2 (SARS-CoV-2); or
 - c) any mutation or variation of SARS-CoV-2; or from any fear or threat of a), b) or c) above;
 - (2) any liability, cost or expense to identify, clean up, detoxify, remove, monitor, or test for a), b) or c) above;
 - (3) any liability for or loss, cost or expense arising out of any loss of revenue, loss of hire, business interruption, loss of market, delay or any indirect financial loss, howsoever described, as a result of any of a), b) or c) above or the fear or the threat thereof.

This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith.

Section VIII: General Conditions

(1) Payment of Premium

If You have elected to pay Your policy annually, but failed to pay Your premium:

- (a) We may refuse Your claim or take the balance of any outstanding premium due to Us from any claim payment We make to You. This may mean that We fulfil Our obligations to any claim against Your policy by a third party, but seek full recovery of any sum made under Your policy directly from You. This may include the instruction of solicitors or other recovery agents; and
- (b) We may cancel Your policy by sending You seven days' written notice to Your last known address. This does not affect Our right to collect any outstanding premium from You.

(2) Disclosure of Information

You must tell Us if any of the information on which this insurance is based changes. Failure to do so may result in Your insurance no longer being valid and claims not met. If in doubt about any change You should disclose it. If Your policy is amended as a result of any change, We will be entitled to vary the premium and terms for the rest of the Period of Insurance. You should keep a record (including copies of letters) of all information supplied to Us in connection with this insurance.

If a claim is fraudulent or false in any way We will not make any payment and the policy will be void. There will be no refund of premium.

(3) Sale or Change of Interest

Unless We agree in writing, if during the Period of Insurance the ownership of the Vessel is sold or otherwise transferred, or in the case of a Vessel owned by a company limited by shares the ownership of more than 50% of the shares is sold or otherwise transferred in any one transaction or series of transactions to the same person, this policy will automatically be cancelled with effect from the date of the transfer and We shall return to You the premium paid in respect of the unexpired Period of Insurance, subject to a minimum of 25%, or EUR 50 (whichever is the greater) of the premium being retained by Us unless otherwise agreed in writing.

(4) Cancellation

This policy may be cancelled, or cover for specific risks may be cancelled:

- (a) by Us in writing at any time, without giving any reason, by giving 30 days from the date of the letter (7 days in respect of Civil disturbance and terrorism risks) sent by post or agreed method to either the address shown in the schedule or to Your agent; or

(b) by mutual agreement; or

(c) by You.

If the policy is cancelled by Us or by mutual agreement, providing no claim has been made during the current Period of Insurance, We shall return to You a pro-rata proportion of the premium paid in respect of the unexpired Period of Insurance.

If the policy is cancelled by You, providing no claim has been made during the current Period of Insurance, We shall return to You a pro-rata proportion of the premium paid in respect of the unexpired Period of Insurance subject to a minimum of EUR 50 or 25% of the premium, whichever is less, being retained by Us unless otherwise agreed in writing.

(5) Renewal

If You wish to renew the policy at the end of the Period of Insurance You must, before the renewal is agreed, disclose to Us any change which is a material fact. If You fail to do so We shall be entitled to cancel the renewed policy with effect from the date of its commencement.

(6) Assignment of the Policy

We shall not recognise any assignment of or interest in this insurance or any money which may become payable under this insurance, nor will any assignment be binding upon Us unless a dated notice of such notice of assignment or interest in the policy, signed by You and by any assignor in the case of subsequent assignment, is produced to Us and such notice of assignment is produced before payment of any claim or return of premium there under.

(7) Other Insurances

We shall not pay for any loss or damage or provide any indemnity if at the time when the loss or damage occurred the Vessel, the trailer, the Personal Effects or the liability of the insured person is or would, but for this insurance, be covered by any other insurance.

If, however, the Agreed/insured (whichever applies) Value of the property covered by this policy or the indemnity provided by this policy is greater than the Agreed or insured Value or indemnity provided by such other insurance We shall, subject to the terms of the policy, pay the difference.

(8) Sanction Limitation and Exclusion Clause

No (re)insurer shall be deemed to provide cover and no (re)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 (re)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.

(9) Marine Cyber Endorsement

1. Subject only to paragraph 3 below, in no case shall this insurance cover loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus, computer process or any other electronic system.
2. Subject to the conditions, limitations and exclusions of the policy to which this clause attaches, the indemnity otherwise recoverable hereunder shall not be prejudiced by the use or operation of any computer, computer system, computer software programme, computer process or any other electronic system, if such use or operation is not as a means for inflicting harm.
3. Where this clause is endorsed on policies covering risks of war, civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power, or terrorism or any person acting from a political motive, paragraph 1 shall not operate to exclude losses (which would otherwise be covered) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile.

(10) Coronavirus Exclusion (for use on marine and energy liability policies)

This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith.

This insurance excludes coverage for:

- 1) any loss, damage, liability, cost, or expense directly arising from the transmission or alleged transmission of:
 - a) Coronavirus disease (COVID-19);
 - b) Severe Acute Respiratory Syndrome Coronavirus 2 (SARS-CoV-2); or
 - c) any mutation or variation of SARS-CoV-2;
- or from any fear or threat of a), b) or c) above;
- 2) any liability, cost or expense to identify, clean up, detoxify, remove, monitor, or test for a), b) or c) above;
 - 3) any liability for or loss, cost or expense arising out of any loss of revenue, loss of hire, business interruption, loss of market, delay or any indirect financial loss, howsoever described, as a result of any of a), b) or c) above or the fear or the threat thereof.

All other terms, conditions and limitations of the insurance remain the same.

(11) Communicable Disease Endorsement

1. Notwithstanding any other provision of this policy to the contrary, this policy does not insure any loss, damage, claim, cost, expense or other sum, directly or indirectly arising out of, attributable to, or occurring concurrently or in any sequence with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.

2. For the purposes of this endorsement, loss, damage, claim, cost, expense or other sum, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test:’ 2.1. for a Communicable Disease, or

2.2. any property insured hereunder that is affected by such Communicable Disease

3. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where: 3.1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and

3.2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and

3.3. the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property insured hereunder.

4. This endorsement applies to all coverage extensions, additional coverages, exceptions to any exclusion and other coverage grant(s).

Section IX: Claims

In the event of any occurrence which might give rise to a claim under this insurance the insured must give immediate notice to insurers and following a sinking or partial immersion take necessary immediate appropriate first aid treatment.

A surveyor may be appointed to represent insurers.

In the event of fire, malicious damage or theft immediate notification must be given to the local police.

The insured must provide all reasonable assistance in pursuing any recovery from a third party. The insurers have the option of appointing solicitors who shall represent the insured in the defence of any third party claim covered by Section IV and, in any event, the insurers shall direct the progress of such defence.

Section X: Data Protection

Your privacy notice

Who we are

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

The basics

We collect and use relevant information about you to provide you with the insurance cover or the insurance cover that benefits you, and to meet our legal obligations and the obligations of others in the insurance chain. This information includes details such as your name, address and contact details and any other information that we collect about you in connection with the insurance cover, or the cover from which you benefit. This information may include special categories of personal data details such as information about your health and any criminal convictions you may have. In certain circumstances, we need your consent to process certain categories of information about you (including special categories of personal data details as mentioned above). Where we need your consent, we will ask you for it separately. You do not have to give your consent and you may withdraw your consent at any time by sending an e-mail to data.protection@lloyds.com (without however affecting the lawfulness of processing based on consent prior to its withdrawal).

Nevertheless, if you do not give your consent, or you withdraw your consent, this may affect our ability to provide the insurance cover from which you benefit and may prevent us from providing cover for you or handling your claims.

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

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

Other people's details you provide to us

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

Want more details?

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

Complaints, contacting us and the regulator, and your rights

You have rights in relation to the information we hold about you, including the right to access your information. If you wish to exercise your rights, discuss how we use your information or see a copy of our full privacy notice, please contact us or go to the Privacy section of our website <https://www.lloydsbrussels.com> where we have full details. Alternatively, you may contact the insurance agent or insurance broker that arranged your insurance.

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

Section XI: Complaints, Law and Jurisdiction

Any complaint should be addressed to:

Service Manager Operations Team Lloyd's Insurance Company S.A.
Bastion Tower
Marsveldplein 5
1050 Brussels
Belgium

Tel: +32 (0)2 227 39 40

E-mail: lloydsbrussels.complaints@lloyds.com

Your complaint will be acknowledged, in writing, within 3 (three) business days of the complaint being made. A decision on your complaint will be provided to you, in writing, within 1 (one) month of the complaint being received.

Should you remain dissatisfied with the final response or if you have not received a final response within 1 (one) month of the complaint being received, you may be eligible to refer your complaint to the Insurance

Ombudsman in Belgium. The contact details are as follows:

Insurance Ombudsman
de Meeussquare 35
1000 Brussels
Belgium

Tel: +32 (2) 547 58 71

Fax: +32 (2) 547 59 75

E-mail: info@ombudsman.as

Website: <http://www.ombudsman.as/fr>

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

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

APPLICABLE LAW AND JURISDICTION

Unless specifically agreed in writing this insurance shall be subject to English law and the English courts shall have exclusive jurisdiction.