



Policy Number: **B1714MR248725**

BTI
1714

MRC OPEN MARKET

INSURED: **Malta Motorsport Federation**

TYPE / RISK: **Personal Accident and Accident & Sickness Emergency Medical and Repatriation Expenses Insurance**

PERIOD OF INSURANCE: **From: 1st January 2024**
To: 31st December 2024

Both days inclusive, Local Standard Time
at the location of the interest (re)insured.

Tysers
Authorised Initial

L/U Date

RISK DETAILS

**UNIQUE MARKET
REFERENCE:**

B1714MR248725

**LONDON
BROKER:**

Tysers Belgium, UK Branch
71 Fenchurch St, London EC3M 4BS

TYPE:

Personal Accident and Out of Country Accidental Emergency Medical and Repatriation Expenses Insurance

INSURED:

Malta Motorsport Federation

**ADDRESS OF
INSURED:**

PO BOX 30
Valetta VT 1000
Malta

**PERIOD OF
INSURANCE:**

From: 1st January 2024
To: 31st December 2024

Both days inclusive, Local Standard Time at the location of the Insured.

INTEREST:

Personal Accident and Out of Country Accidental Emergency Medical and Repatriation Expenses in respect of Insured Person(s).

**INSURED
PERSON(S):**

Category A)
Competition License holders whilst signed on under the regulations for Competitors issued by the Insured or any International or National Event held in accordance with the International Sporting Codes of the Federation Internationale de L'Automobile (FIA) and Federation Internationale de Motorcyclisme (FIM).

Category B)
Officials on duty during affiliated activities at all venues, whilst 'signed-on' under the regulations, issued by the Insured, or any International or National Event held in accordance with the International Sporting Codes of the Federation Internationale de L'Automobile (FIA) and Federation Internationale de Motorcyclisme (FIM).

Cover shall also apply whilst an Insured Person is travelling directly to and from their normal place of residence

BENEFICIARY:

Insured Person(s) or the Insured Person(s) estate in the event of Accidental Death

**SCHEDULE OF
BENEFITS:**
Category A:

- | | | |
|-----|--|--|
| 1. | Accidental Death: | EUR 50,000 |
| 2. | Loss of two limbs or the sight of two eyes or loss of one limb and the sight of one eye: | EUR 30,000 |
| 3. | Catastrophic Permanent Total Disablement: | EUR 50,000 |
| 4. | Loss of one limb or the sight in one eye: | EUR 15,000 |
| 5. | Temporary Total Disablement | Not Covered |
| 6. | Incapacitation meaning bedridden and required fulltime care for more than 5 years due to accident: | EUR 100,000 |
| 7. | Loss of Speech and Hearing: | EUR 20,000 |
| 8. | Broken Bone: | EUR 250 per arm and leg
EUR 50 for all other broken bones
Up to EUR 500 any one Accident |
| 9. | Out of Country Accident & Sickness Emergency Medical and Repatriation Expenses: | EUR 15,000 in excess of EUR 2,500 |
| 10. | Burns Benefit: | |

If an Insured Person sustains Bodily Injury during the Operative Time which results in burns described in the table below but not in Permanent Total Disablement, the Underwriters will pay the Insured Person the appropriate benefit noted hereunder.

Full thickness burns which cover:		Benefit:
1.	35% or more of the body surface	€ 500.00
2.	25% to 34.99% of the body surface	€ 300.00
3.	15% to 24.99% of the body surface	€ 100.00

Category B:

- | | | |
|----|--|------------|
| 1. | Accidental Death: | EUR 50,000 |
| 2. | Loss of two limbs or the sight of two eyes or loss of one limb and the sight of one eye: | EUR 30,000 |
| 3. | Catastrophic Permanent Total Disablement: | EUR 50,000 |

4. Loss of one limb or the sight in one eye: EUR 15,000
5. Temporary Total Disablement Not Covered
6. Incapacitation meaning bedridden and required fulltime care for more than 5 years due to accident: EUR 100,000
7. Loss of Speech and Hearing: EUR 20,000
8. Broken Bone: EUR 250 per arm and leg
EUR 50 for all other broken bones
Up to EUR 500 any one Accident
9. Out of Country Accident & Sickness Emergency Medical and Repatriation Expenses: EUR 15,000 in excess of EUR 2,500
10. Burns Benefit:

If an Insured Person sustains Bodily Injury during the Operative Time which results in burns described in the table below but not in Permanent Total Disablement, the Underwriters will pay the Insured Person the appropriate benefit noted hereunder.

Full thickness burns which cover:	Benefit:
1. 35% or more of the body surface	€ 500.00
2. 25% to 34.99% of the body surface	€ 300.00
3. 15% to 24.99% of the body surface	€ 100.00

DEDUCTIBLES: EUR 2,500 each and every claim in respect of Out of Country Accidental Emergency Medical and Repatriation Expenses

SITUATION: Worldwide

CONDITIONS: This Insurance is subject to all terms, clauses and conditions, as per the Policy Wording as attached, as far as applicable.

- Special Cancellation Clause, as attached.
- Sanctions Clause LMA3100, as attached.
- a) Underwriters will not provide cover for any testing/training without supervision of marshals and officials. It must have MMF's full approval and be formally recorded in advance of it taking place.
- b) For cover to apply Overseas it must be an event approved by the Local National Governing Body if not then the cover wouldn't apply. Participants will need to notify MMF so that there is a record and audit trail.
- c) Participants holding provisional, national or international licence will be covered under this policy.
- d) Policy can only be purchased if you have a licence.

A list of all members must be provided to Tysers Belgium and held on file

Out of Country Accident & Sickness Emergency Medical
and Repatriation Expenses extension as attached.

It is hereby understood and agreed by and all (re)insurers subscribing to the
(re)insurance that any subjectivity that has been raised within a quote slip,
Market Reform Contract or quote sheet shall be void unless included within this
final Market Reform Contract.

NOTICES: None

**EXPRESS
WARRANTIES:** None other than may appear in the standard attached policy wording

**CONDITIONS
PRECEDENT:** None other than may appear in the standard attached policy wording

SUBJECTIVITIES: None

**CHOICE OF LAW
& JURISDICTION:** This (re)insurance shall be governed by and construed in accordance with the
law of Malta. Each party agrees to submit to the exclusive jurisdiction of the
courts of Malta.

PREMIUM: **Minimum & Deposit Premium:**

EUR 14,727.50 (100% for period)

Adjustable as soon as practicable after expiry at EUR 58.91 per Insured
Person.

Valid and applicable tax payable in addition.

M&D calculated on 250 Insured Persons..

**PREMIUM
PAYMENT TERMS:** LSW 3001 - 60 days / 30 days cancellation
Premium Payment Clause

Notwithstanding any provision to the contrary within this contract or any
endorsement hereto, in respect of non payment of premium only the following
clause will apply.

The (Re)Insured undertakes that premium will be paid in full to (Re)Insurers
within 60 days of inception of this contract (or, in respect of instalment
premiums, when due).

If the premium due under this contract has not been so paid to (Re)Insurers by
the 60th day from the inception of this contract (and, in respect of instalment
premiums, by the date they are due) (Re)Insurers shall have the right to cancel
this contract by notifying the (Re)Insured via the broker in writing. In the event
of cancellation, premium is due to (Re)Insurers on a pro rata basis for the
period that (Re)Insurers are on risk but the full contract premium shall be

payable to (Re)Insurers in the event of a loss or occurrence prior to the date of termination which gives rise to a valid claim under this contract.

It is agreed that (Re)Insurers shall give not less than 30 days prior notice of cancellation to the (Re)Insured via the broker. If premium due is paid in full to (Re)Insurers before the notice period expires, notice of cancellation shall automatically be revoked. If not, the contract shall automatically terminate at the end of the notice period.

If any provision of this clause is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability will not affect the other provisions of this clause which will remain in full force and effect.

LSW3001

30/9/08.

**TAXES PAYABLE
BY (RE)INSURED AND
ADMINISTERED BY
(RE)INSURERS:**

None

**TAXES PAYABLE BY
(RE)INSURERS AND
ADMINISTERED BY
(RE)INSURED OR
THEIR AGENT:**

None

**RECORDING,
TRANSMITTING
AND STORING
INFORMATION:**

Where Tysers maintains risk and claim data/information/documents Tysers may hold data/information/documents electronically. All parties to this Contract are aware that slip and underwriting documentation in relation hereto is scanned and physical media or hard copies will be destroyed by Tysers one year after expiry of this Contract, and if no instruction to the contrary is received in writing prior to the expiry of this Contract it is deemed that the foregoing procedure is accepted by all parties.

**(RE)INSURER
CONTRACT
DOCUMENTATION:**

This document details the contract terms entered into by the insurer(s), and constitutes the contract document. Any further documentation changing this contract, agreed in accordance with the contract change provisions set out in this contract, shall form the evidence of such change.

The Reinsured and Reinsurers agree all contract documentation shall be issued in English.

Standard Clauses specified herein which state their applicable registration number(s) and are not fully detailed within this agreement, are available from the Tysers on request.

**NOTICE OF
CANCELLATION
PROVISIONS:**

Where (re)insurers have the right to give notice of cancellation, in accordance with the provisions of the contract, then:

To the extent provided by the contract, the Slip Leader is authorised to issue such notice on behalf of all participating (re)insurers

Any (re)insurer may issue such notice in respect of its own participation.

The content and format of any such notice should be in accordance with the 'Notice of Cancellation' standard, as published by the London Market Group (LMG), or their successor body, on behalf of London Market Associations and participants. However failure to comply with this standard will not affect the validity of the notice given.

The notice shall be provided to Tysers Belgium by the following means:

By email to

compliance@tysersbelgium.com

Failure to comply with this delivery requirement will make the notice null and void. Satisfactory delivery of the notice will cause it to be effective irrespective of whether the broker has acknowledged receipt



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INFORMATION

The following information was provided to reinsurer(s) to support the assessment of the risk at the time of underwriting:

As kept on file and presented by broker to Underwriters.

Tysers
Authorised Initial

L/U Date

POLICY WORDING / CLAUSES

Words in bold print in the Insurance have special meaning, as defined in the Definitions of this Insurance

IMPORTANT NOTICE

If any Insured Person engages in any occupation sport or pastime or other activity of a hazardous nature you should disclose it.

The **Insured**, with a view to effecting an insurance as hereinafter provided with **us**, has presented a proposal upon which the **Insurer** has determined their terms and conditions.

In consideration of the payment of premium stated in the Schedule, the **Insurer** hereby agree with the **Insured**, to the extent and in the manner herein provided that if the **Insured Person** sustain **Bodily Injury** caused by an **Accident**, the **Insurer** will pay to the **Beneficiary** according to the Schedule of Benefits stated in the Schedule after the total claim shall be substantiated under this Insurance.

A benefit shall not be payable under more than one of the items of the Schedule of Benefits in respect of the consequences of any one **Accident**, except for any benefit payable hereunder in respect of **Hospitalisation** or **Broken Bone(s)** which may be payable in addition to other benefits scheduled;

The total sum payable under this Insurance in respect of any one or more claims shall not exceed in all the largest benefit under any one of the items contained in the Schedule of Benefits.

If item 1 of the Schedule of Benefits is not covered, then no claim shall be payable, other than for the weekly benefits, in respect of any **Accident** which would have given rise to a claim for death and that item been covered.

If Item 1 of the Schedule of Benefits is covered and an **Accident** causes your death within twelve months following the date of the **Accident** and prior to the definite settlement of the benefit for **Total Disablement** provided for under Items 2 to 7 of the Schedule of Benefits, there shall be paid only the benefit provided for the case under death.

Personal Accident and Out of Country Accidental Emergency Medical and Repatriation Expenses Insurance

Definitions

1. **Bodily Injury** means an identifiable physical injury which:
 - a. is caused by an **Accident**; and
 - b. solely and independently of any other cause, except **Illness** directly resulting from, or medical or surgical treatment rendered necessary by such injury, occasions your death or **Total Disablement** within twelve months from the date of the **Accident**.
2. **Accident** means a sudden, unexpected, unusual, specific event which occurs at an identifiable time and place during the Period of Insurance:

Accident shall also mean:

- a. exposure resulting from a mishap to a conveyance in which the **Insured Person** is traveling;
 - b. if the **Insured Person** disappears during the period of this Insurance and their body is not found within twelve months after the disappearance, and the **Insurer** is satisfied that the **Insured Person** sustained **Bodily Injury** and that such injury resulted in their death, we will pay benefit 1 under the Schedule of Benefits, where applicable under this Insurance, provided that the **Beneficiary** to whom such sum is paid shall sign an undertaking to refund such sum to the **Insurer** if the **Insured Person** is subsequently found to be living.
3. **Beneficiary** means the person or entity named in Schedule.
 4. **Illness** means sickness or disease which first manifests itself during the Period of Insurance and occasion **Total Disablement** within twelve months after first manifesting.

An **Illness** is deemed first manifested at the time of first medical diagnosis or first complaints or symptoms, whichever is earlier.
 5. **Insured** means the entity named in the Schedule.
 6. **Permanent Total Disablement** means the **Insured Person's** complete and total physical inability to participate in their Occupation as a result of a **Bodily Injury** first occurring during the Period of Insurance which lasts twelve months and which, at the end of that period, the **Insured Person** is deemed to be beyond hope of improvement by a **Qualified Medical Practitioner**
 7. **Loss at Limb** means permanent loss by physical separation of a hand and 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 or leg.
 8. **Insurer** means one of the following as stated in Schedule 1:

- a) Tokio Marine Europe S.A. – Specialty Group having its registered office at 26, Avenue de la Liberté L-1930, Luxembourg.
- b) Tokio Marine Europe S.A. - Specialty Group - Belgian Branch having its registered office at 26, Avenue de la Liberté L-1930, Luxembourg and local branch address of Avenue du Bourget / Bourgetlaan 42, 1130, Brussels, Belgium Tokio Marine Europe S.A.

9. **Insured Person** means the natural persons stated in the Schedule.

10. **Terrorism** means any act or acts of force and/or violence.

- a. for political, religious or other ends; and/or
- b. directed towards the over-throwing or influencing of the Government de jure or de facto; and/or

for the purpose of putting the public in any part of the public in fear by any person or persons acting alone or on behalf of or in connection with any organization.

11. **Hospitalisation** means admission to a Hospital as an in-patient for a period of 24 hours or more on the advice of, and under the constant supervision, of a **Qualified Medical Practitioner**.

12. **Hospital** shall mean an establishment which either

- exists primarily for the diagnosis, medical care and treatment of sick or injured people on an In-patient basis under the supervision of **Qualified Medical Practitioner(s)** one or more of whom is available for consultation at all times;
- provides (where appropriate) facilities for major surgery within the confines of the establishment or in facilities controlled by the establishment;
- provides full-time nursing service by and under the supervision of nursing staff.
- **'Hospital'** shall not include a special unit in a hospital or a place existing primarily: for the treatment of psychiatric disease or sub normality; for the care of the aged, drug addicts or alcoholics; as a health hydro or nature cure clinic, a nursing or convalescent home, extended care facility, rest home or hospice

12. **In-patient** means the **Insured Person** has gone through the full admission procedure and a clinical case record has been opened and your admission is necessary for the medical care and treatment of **Bodily Injury** and not merely for any form of nursing, convalescence, rehabilitation, rest or extended care.

13. **Qualified Medical Practitioner** means a qualified and/or certified member of the medical profession in the country of the **Insured** who is not family member, relative or partner of the **Insured Person** or of the **Beneficiary**.

14. **Broken Bone(s)** means a complete fracture of one or more of the bones as stated in the Schedule.

15. **Loss of Speech** means the total and permanent loss of speech.

16. **Loss of Hearing** means total and irrecoverable deafness confirmed by audiometer and sound threshold tests.



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17. **Total Disablement** means the **Insured Person's** complete and total physical inability to **Participate** in their Occupation as a result of a **Bodily injury** first occurring or **Sickness** first sustained during the Period of Insurance stated in the Schedule and not caused by death of the **Insured Person**.

A **Total Disablement** is deemed first sustained at the time it is first confirmed by a **Qualified Medical Practitioner**.

Exclusions

This Insurance excludes any claim that is any way caused or contributed to by:

1. War, whether was be declared or not, hostilities or any act of war or civil war;
2. nuclear reaction, nuclear radiation or nuclear contamination;
3. the **Insured Person** engaging in or taking part in armed forces service or operations;
4. the **Insured Person's** suicide or attempted suicide, intentional self-injury;
5. the **Insured Person** being in a state of insanity;
6. the **Insured Persons** willful exposure to needless peril other than in an attempt to save human life;
7. the **Insured Persons** deliberate exposure to exceptional danger (except in an attempt to save human life);
8. the **Insured Person's** own criminal act;
9. the **Insured Person** being:
 - a. Under the influence of alcohol, as defined by the motor vehicle laws of the country or state of their normal domicile;
 - b. Under the influence of drugs, unless prescribed for you by a **Qualified Medical Practitioner** but excluding any drugs prescribed for the treatment of drug addiction;
10. **Terrorism** including, without limitation, contemporaneous or ensuring **Bodily Injury** and/or Medical Expenses caused by fire and/or looting and/or theft.
In any claim and in any action, suit or other proceedings to enforce a claim under this Insurance the burden of providing that such claims do not fall within the terrorism exclusion set out above shall be upon the **Insured**;
11. **Illness** of any kind.

Conditions

1. Unless otherwise declared and agreed by the **Insurer**, no benefit will be payable for any condition for which you have sought advice, diagnosis, treatment or counseling or of which you were, or should reasonably have been, aware at inception of this Insurance or for which you had been treated at any time prior to inception of the Period of Insurance stated in the Schedule.
2. Notice must be given to us as soon as reasonably practicable of any **Accident** which causes or may cause a claim within the meaning of this Insurance, and you must as early as possible seek the attention of a **Qualified Medical Practitioner**. Notice must be given to us as soon as reasonably practicable in the event of the death of the **Insured Person** resulting or alleged to result from an **Accident**.

All medical records, notes and correspondence referring to the subject of a claim or a related pre-existing condition shall be made available on request to any medical adviser appointed by the **Insurer** or on the **Insurer's** behalf and that such medical adviser shall, for the purpose of reviewing the claim, be allowed so often as may be deemed necessary to make an examination of the **Insurer**.

3. Any fraud, concealment or deliberate mis-statement by the **Insured**, if unknown to the **Insured**, either in the proposal on which this Insurance is based or in relation to any other matter affecting this Insurance or in connection with the making of any claim hereunder shall render this Insurance null and void in so far as it related to the **Insured** in question but any such fraud, concealment or deliberate mis-statement by or known to the **Insured** shall render the whole Insurance null and void and all claims hereunder shall be forfeited.
4. This Insurance may be cancelled at any time at the request of the **Insured** in writing to the Broker who effected the Insurance.

This Insurance may also be cancelled by the **Insurer** by giving thirty (30) days' notice in writing to the **Insured** at his last known address.

Notice shall be deemed to be duly received in the course of post is sent by pro-paid letter post properly addressed.

Applicable Law

This insurance shall be subject to the Laws of Malta.

Jurisdiction

In the event of any such dispute relating to any terms, conditions, limitation or exclusions of this insurance, such dispute shall be dealt with according to Laws of Malta, and only Malta's court shall have jurisdiction. The premium for this insurance has been calculated accordingly, and no consideration has been paid in respect of any sums payable as a consequence of the jurisdiction or any other court.

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.

LMA3100

15 September 2010

Several Liability Notice:

The liability of an insurer under this contract is several and not joint with other insurers party to this contract. An insurer is liable only for the proportion of liability it has underwritten. An insurer is not jointly liable for the proportion of liability underwritten by any other insurer. Nor is an insurer otherwise responsible for any liability of any other insurer that may underwrite this contract.

The proportion of liability under this contract underwritten by an insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown in this contract.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is an insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members.

A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other insurer that may underwrite this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

Although reference is made at various points in this clause to "this contract" in the singular, where the circumstances so require this should be read as a reference to contracts in the plural.

07/03/08

LMA5096

Special Cancellation Clause

In the event that an (re)insurer:

- a) ceases underwriting or formally announces its intention to do so; or
- b) is the subject of an order or resolution for winding up or formally proposes a scheme of arrangement; or
- c) has its authority to carry on insurance business withdrawn or modified; or
- d) no longer meets the insured's requirements as the result of a downgrade in rating to lower than A- by Standard & Poor's or to a rating considered by the insured to be equivalent to such rating by any other recognized rating agency,

Then the insured may cancel that insurer's participation on this risk forthwith by giving notice and the premium earned by that insurer shall be pro rata to the time on risk.

In the event that:

- i) such Reinsurer had made any payment arising out of a claim or loss under this policy; or
- ii) the lead insurer of this policy had raised a reserve in excess of 75% of the applicable self-insured retention or deductible in connection with a potential claim or loss under this policy, prior to the occurrence of a, b, c or d above, then any refund of premium shall be an amount which such insurer

determines to be reasonable in view of the amount of any payment referred to in i) above and/or the amount of any reserve referred to in ii) above.

For the avoidance of doubt, reference to "this policy" in this clause does not include any underlying policy covering the same subject matter and risk.

In the event that any (re)insurer's participation hereon is cancelled as the result of a, b, c or d above, the remaining reinsurers hereon agree, if required, to sign up to original lines.

Personal Data Protection Notice

The **Insurer** respects the right of the **Insured** and/or **Insured Person**, stated in the Schedule, to privacy. The Privacy Notice (available at <https://www.tmhcc.com/en/legal/privacy-policy>) explains who the **Insurer** is, how personal information is collected and used, and how the right to privacy can be exercised. If there are any questions or concerns about the use of personal information, then please contact DPO@tmhcc.com.

The Insurer may collect personal information such as name, email address, postal address, telephone number, gender and date of birth. The Insurer may also collect sensitive personal information about an Insured Person such as data relating to physical or mental health or condition. This data is necessary to enable the Insurer to enter into and perform a contract with the **Insured** and/or Insured Person, stated in the Schedule. The **Insurer** will retain personal information and sensitive personal information whilst there is an ongoing, legitimate business need to do so.

The **Insurer** may disclose personal or sensitive personal information to their group companies, third party services providers and partners who provide data processing services to them, or who otherwise process personal or sensitive personal information for purposes that are described in this Privacy Notice or notified to the **Insured** and/or Insured Person, stated in the Schedule, when they collect personal or sensitive personal information. They may also provide personal or sensitive personal information to any competent law enforcement body, regulatory, government agency, court or other third party where they believe disclosure is necessary:

- a. as a matter of applicable law or regulation,
- b. to exercise, establish or defend our legal rights, or
- c. to protect the vital interests of the **Insured** and/or Insured Person or those of any other person; to a potential buyer (and its agents and advisers) in connection with any proposed purchase, merger or acquisition of any part of the Insurer's business, provided that the Insurer informs the buyer it must use any personal and sensitive personal information only for the purposes disclosed in this Privacy Notice; and to any other person with the consent to the disclosure from the **Insured** and/or Insured Person.

Personal and sensitive personal information may be transferred to, and processed in, countries other than the country in which the **Insured** and/or Insured Person, stated the Schedule, have an address. These countries may have data protection laws that are different to the applicable law as stated the Schedule. The **Insurer** will transfer data within their group of companies by virtue of their Intra Group Data Transfer Agreement, which includes the EU Standard Contractual Clauses.

The **Insurer** uses appropriate technical and organisational measures to protect the personal information that it collects and processes about the **Insured** and/or Insured Person, stated the Schedule. The measures they use are designed to provide a level of security appropriate to the risk of processing personal information.

The **Insured** and/or Insured Person, stated in Schedule 1, have the following data protection rights: access, correct, update or request deletion, object to processing, restrict processing and in some cases request portability.

The **Insured** and/or Insured Person, stated in the Schedule, can opt-out of marketing communications the Insurer sends at any time. This right can be exercised by clicking on the "unsubscribe" or "opt-out" link in the marketing e-mails the **Insurer** sends you. Similarly, if the **Insurer** has collected and processed personal or sensitive personal information with consent, then consent may be withdrawn at any time. Withdrawing consent will not affect the lawfulness of any processing the **Insurer** conducted prior to withdrawal, nor will it affect processing of personal information conducted in reliance on lawful processing grounds other than consent. The **Insured** and/or Insured Person, stated in the Schedule, have the right to complain to a data protection authority about the **Insurer's** collection and use of personal information.

The **Insured** and/or Insured Person, stated in the Schedule, hereby confirms any personal data provided to the **Insurer** was or will be obtained from and with the consent of the relevant person(s) for the purposes, uses and disclosures described above.

Complaints procedure

How to make a complaint:

The first point of contact should be either the **Insured's** Insurance Adviser who arranged this policy at their address or the **Insurer** at:

Tokio Marine Europe S.A.
26, Avenue de la Liberté
L-1930, Luxembourg
Grand Duchy of Luxembourg
E-Mail: TMEComplaints@tmhcc.com

The **Insurer** will aim to answer the complaint as quickly as possible and to resolve the issue by close of business the third day following receipt of the complaint.

If this cannot be done the **Insurer** will follow the procedure laid out below.

The **Insurer** will acknowledge the complaint within 5 (five) working days and hopes to include in this letter a resolution to the complaint.

Following an investigation, the **Insurer** will aim to return to the **Insured** within 4 (four) weeks of their initial complaint with the resolution. If this is not possible the **Insurer** will write to the **Insured** within 4 (four) weeks and explain why the issue has not yet been resolved and give a likely timescale of when its investigation will be concluded.

If the complaint requires a particularly complex investigation the **Insurer** may need a further 4 (four) weeks to conclude the investigation. If the **Insurer** has not completed the investigation within 8 (eight) weeks the **Insurer** will write to the **Insured** again with an explanation.

Where the **Insured** is dissatisfied with the **Insurer's** response to resolve the complaint then the **Insured** may be eligible to refer the complaint to:

Ombudsman des Assurances

Square de Meeûs 35

1000 Bruxelles

Belgium

Tel. no.: +32 2 547 58 71

Fax: +32 2 547 59 75

e-mail: info@ombudsman.as

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

The **Insured** should contact the Ombudsman des Assurances directly for advice if unsure whether it will consider any complaint.

Using these services does not affect the **Insured's** right to take legal action save that an **Insured** may not continue with its complaint against the **Insurer** if an award of the Ombudsman des Assurances is accepted.

**ACCIDENT EMERGENCY MEDICAL and
REPATRIATION EXPENSES EXTENSION**

Sum Insured: EUR 15,000

Excess: EUR 2,500

In the event of an Insured Person sustaining **Accidental Bodily Injury** which manifests itself during the Period of Insurance this Insurance will pay up to the Sum Insured in respect of reasonable and necessary medical and surgical charges, specialist's fee, hospital, nursing home and nursing attendance charges, physiotherapy, massage and manipulative treatment costs, the cost of surgical and medical requisites and the cost of any necessary repatriation which shall include, in the case of the death of the Insured Person, reasonable funeral expenses and expenses incurred in repatriating the body or ashes and costs incurred in making the necessary arrangements.

Repatriation shall be considered necessary if a qualified medical practitioner

- I. Shall estimate that the Insured Person is likely to be totally disabled for a period in excess of 4 weeks and/or
- II. Shall certify that local facilities are inadequate for the treatment of the Insured Person's condition and/or
- III. Shall confirm that the Insured Person's recovery will be substantially expedited by repatriation

EXCLUSIONS:

Underwriters shall not be liable for

1. the first amount of each and every claim shown above as "Excess"
2. rest cures, sanatorium or custodial care or periods of quarantine or isolation
3. cosmetic or plastic surgery not necessitated as a result of accidental bodily injury
4. dental examinations, X-rays, extractions, fillings and general dental care except as a result of accidental bodily injury; supplying of or fitting of eye glass or hearing aids except as a result of accidental body injury
5. routine medical examinations
6. expenses incurred, whether for treatment or diagnosis or counselling, directly or indirectly arising out or consequent upon or contributed to by Acquired Immune Deficiency Syndrome (A.I.D.S) or A.I.D.S Related Complex (A.R.C.)
7. any medical or physical condition which originated prior to the commencement date of this Insurance
8. pregnancy, childbirth, miscarriage or any disorder of the reproductive system
9. expenses incurred in the Insured Person's Country of Domicile unless a qualified Medical Practitioner shall confirm that the Insured Person's recovery will be substantially expedited by the incurring of such expenditure and in any event, expenses incurred in the Insured Person's Country of Domicile which are recoverable under any Private Medical Insurance held by or for the benefit of the Insured Person.
10. costs incurred more than 12 months after the date of the event giving rise of them
11. repatriation costs not authorised by the Emergency Assistant Service.

Subject otherwise to the terms, conditions and limitations of this Insurance.

**DATA PROTECTION SHORT FORM INFORMATION NOTICE (AMENDED)
YOUR PERSONAL INFORMATION NOTICE****WHO WE ARE**

We are Tysers Belgium nv, UK Branch and we are a leading global insurance intermediary providing a broad range of risk solutions to our clients around the world. We are committed to protecting your privacy. This commitment reflects the value we place on earning and keeping your trust.

Our services and products include insurance broking, claims management, risk management consulting, other forms of insurance services including underwriting of insurance products and reinsurance. We may use your personal information to deliver these services to you or for your benefit.

Your personal information is either passed to us directly by you, or by your agent or broker. We may transfer part or all of this information to certain Underwriters at Lloyd's and/or other insurance companies (your 'insurers'). Your insurers are identified in your contract of insurance and/or in the certificate of insurance.

In the performance of arranging your contract of insurance we may also need to pass on part or all of this information to your insurers' representatives, like loss adjustors or lawyers.

THE BASICS

We collect and use relevant information about you to provide you with your insurance cover or the insurance cover that benefits you and to meet our legal obligations.

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 from which you benefit. This information may include more sensitive details such as information about your health and any criminal convictions you may have.

All processing (i.e. use) of your personal information is justified by a "lawful basis" for processing. In the majority of cases, processing will be justified on the basis that:

- ✓ the processing is necessary for the performance of a contract to which you are a party, or to take steps (at your request) to enter into a contract (e.g. where we help an employer to fulfil an obligation to you under an employment contract in relation to the delivery of employee benefits);
- ✓ the processing is necessary for us to comply with a relevant legal obligation (e.g. where we are required to collect certain information about our clients for tax or accounting purposes, or where we are required to make disclosures to courts or regulators); or
- ✓ the processing is in our legitimate commercial interests, subject to your interests and fundamental rights (e.g. where we use personal information provided to us by our clients to deliver our services, and that processing is not necessary in relation to a contract to which you are a party).

We may collect and process certain types of special categories of data, or criminal record data, and we shall process this sensitive data in accordance with the special exemption under the Data Protection Act 2018 (DPA 2018) which will allow us to process the information for insurance purposes.

In certain circumstances, we may need you to give consent for us to process certain categories of information about you in relation to the insurance we are placing on your behalf. Where we need your consent, we will ask for this separately. You do not have to give your consent and you may withdraw your consent at any time. However, if we do not have your consent, or consent is withdrawn, this may affect

our ability to provide the insurance cover from which you benefit and may prevent us from providing cover or handling your claims.

The way insurance works means that your information may be shared with, and used by, a number of third parties in the insurance sector - for example: Insurers; agents or 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 we provide and to the extent required or permitted by law.

OTHER PEOPLE'S DETAILS YOU PROVIDE TO US

Where you provide us, or your agent or broker, with details about other people, we need you to provide these individuals with this Notice to help them understand how we use their details in connection with your insurance cover.

We, and your insurers, will assume that you will have provided them with this notice and, where necessary, obtained consent from each individual insured unless you tell us otherwise.

WANT MORE DETAILS?

For more information about how we use your personal information please see our [Full Privacy Notice](#), which is available online on our website or in other formats on request.

CONTACTING US AND YOUR RIGHTS

You have rights in relation to the information we and your insurers hold about you, including the right to access your information.

If you wish to exercise your rights, discuss how we or your insurers use your information or if you wish to request a copy of the privacy policies of your insurers, please contact (or ask your agent or broker to contact) us at:

Email: dataprotection@tyserbelgium.com

Postal Address: Tysers Belgium nv, UK Branch
71 Fenchurch Street,
London,
EC3M 4BS,
United Kingdom

Privacy Notice: <https://www.tysers.com/privacy-notice/>
LMA9151 (Amended)

25 April 2018

SECURITY DETAILS

**(RE)INSURER'S
LIABILITY:**
LMA3333 - (Re)insurer's liability several not joint

The liability of a (re)insurer under this contract is several and not joint with other (re)insurers party to this contract. A (re)insurer is liable only for the proportion of liability it has underwritten. A (re)insurer is not jointly liable for the proportion of liability underwritten by any other (re)insurer. Nor is a (re)insurer otherwise responsible for any liability of any other (re)insurer that may underwrite this contract.

The proportion of liability under this contract underwritten by a (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown next to its stamp. This is subject always to the provision concerning "signing" below.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is a (re)insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other (re)insurer that may underwrite this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

Proportion of liability

Unless there is "signing" (see below), the proportion of liability under this contract underwritten by each (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown next to its stamp and is referred to as its "written line".

Where this contract permits, written lines, or certain written lines, may be adjusted ("signed"). In that case a schedule is to be appended to this contract to show the definitive proportion of liability under this contract underwritten by each (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together). A definitive proportion (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of a Lloyd's syndicate taken together) is referred to as a "signed line". The signed lines shown in the schedule will prevail over the written lines unless a proven error in calculation has occurred.

Although reference is made at various points in this clause to "this contract" in the singular, where the circumstances so require this should be read as a reference to contracts in the plural.

ORDER HEREON: 100% of 100%

**BASIS OF
WRITTEN LINES:
SIGNING
PROVISIONS:**

Percentage of Order

In the event that the written lines hereon exceed 100% of the order, any lines written "to stand" will be allocated in full and all other lines will be signed down in equal proportions so that the aggregate signed lines are equal to 100% of the order without further agreement of any of the (re)insurers.

However:

- a) in the event that the placement of the order is not completed by the commencement date of the period of insurance then all lines written by that date will be signed in full;
- b) the signed lines resulting from the application of the above provisions can be varied, before or after the commencement date of the period of insurance, by the documented agreement of the insured and all (re)insurers whose lines are to be varied. The variation to the contracts will take effect only when all such (re)insurers have agreed, with the resulting variation in signed lines commencing from the date set out in that agreement.



Policy Number: **B1714MR248725**

BTI
1714

WRITTEN LINES: In a co-insurance placement, following (re)insurers may, but are not obliged to, follow the premium charged by the lead (re)insurer. (Re)insurers may not seek to guarantee for themselves terms as favourable as those which others subsequently achieve during the placement.

SIGNED LINE %	

Tysers
Authorised Initial

L/U Date

Policy Number: (UMR) B1714MR248725

SECURITY DETAILS

REFERENCES

UMR (Unique Market Reference): B1714MR248725
Date contract printed to PDF: 17:27 10 January 2024

SIGNED UNDERWRITERS

HCC International Insurance Company PLC

Slip Leader



TOKIO MARINE
HCC

LIRMA **XIS**
T8000

100%
Written

S	2	4	C	0	2	3	0	A	0	0	1			
---	---	---	---	---	---	---	---	---	---	---	---	--	--	--

100%
Signed

17:25 10 January 2024
Tokio Marine Europe S.A., LIRMA T8000, Belgian Branch
Matthew Gandy
Bound as **XIS** Leader

Policy Number: (UMR) B1714MR248725

SETTLEMENT INFORMATION

Terms of Settlement

Settlement Due Date:	01 March 2024
Instalment Premium Period of Credit:	60 day(s)
Adjustment Premium Period of Credit:	0

HCC International Insurance Company PLC

XIS Company Leader

Matthew Gandy