



battleface

[PARTNER] CANCELLATION AND INTERRUPTION INSURANCE POLICY

Policy document - [Country]
Version 1.0 – XX.XX.20XX

Master Certificate Number: [policy number]

Master Policyholder: [Partner]

Business of master policyholder: boat charter and rental company

Address: [Address]

Master Policy Effective Date: XX.XX.20XX

Master Policy Expiration Date: XX.XX.20XX

INTRODUCTION TO YOUR POLICY

The Policy is a legal contract between [Partner] (“[Partner]”, the Policyholder) and battleface Underwriting Services, on behalf of Eir Försäkring AB (herein referenced as “the Company”). [Partner] holds this Master Policy on behalf of **the covered individual(s)** but is not a party to this insurance. The entire policy comprises this Master Policy, the Certificate of Insurance and the Insurance Product Information Document.

The Company and the Policyholder have agreed to all the terms and conditions of the Policy. The Policy and the cover provided by it become effective at 12:01 A.M. at the address of the Policyholder on the Policy Effective Date shown above. It continues to be in effect in accordance with the provisions set forth in the Policy.

The Company hereby insures all eligible persons, subject to all the exclusions, limitations and provisions set forth in this Policy. Cover is afforded only with respect to the Covered Person, the cover, the amounts, and the limits specified in the Certificate issued to the Covered Person, for which premium has been paid by the Policyholder.

Language of Contract: The Policyholder has declared their understanding of, and has requested for the contract of insurance to be provided in, the English language. Policyholder confirms they understand such contract and agree to be bound by its terms and conditions.

This contract is made in the English language. Where there is any conflict in meaning between the English language version of this agreement and any version or translation of this agreement in any other language, the English language version shall prevail.

Please read this document and Your Certificate of insurance very carefully to ensure You understand the extent of the cover, exactly what is and is not covered, the conditions of cover, and that this meets Your requirements.

This policy document provides You with the terms, conditions and exclusions of the insurance cover, together with information that will help if a Covered Individual needs to make a claim.

We will provide the services and benefits described in this policy:

- during the Period of Insurance
- within the Geographical Limits
- subject to the Limits of Cover, and all other terms, conditions and exclusions contained in this policy
- following payment of the appropriate premium for the level of cover selected.

Please keep this document in a safe place.

This insurance is provided by battleface Underwriting Services SRL, which is a mandated underwriter authorised and regulated by the Financial Services and Markets Authority (registration BCE 0744.970.292) in Belgium.

Avenue des Arts 6 – 9,
1210 Saint-Josse-ten-Noode,
Brussels, Belgium.

The insurer is Eir Försäkring AB is registered as an insurance limited company in the Swedish Companies Registration Office's business register and licensed to conduct insurance business in accordance with the Insurance Business Act (2010:2043)

Eir Försäkring AB, org.nr 550116,
BOX 3132
103 62 Stockholm, Sweden.

Eir Försäkring AB stands under the supervision of Finansinspektionen, the Swedish Financial Supervisory Authority.

Finansinspektionen,
Box 7821,
103 97 Stockholm, Sweden.

In an emergency or for customer service, contact:
t: +32 (2) 8810125
e: help@robinassist.com

IMPORTANT INFORMATION

We would like to draw Your attention to important information about Your policy including:

- **Eligibility:** You are eligible for this cancellation and interruption cover when you meet all of the following criteria:
 - You have made a travel related boat rental booking through [Partner].
 - You must be 18 years or over on the scheduled departure date and 80 years or under on the scheduled return date of the trip, for which this insurance is applied.
 - You are resident of any country except countries under trade or economic sanctions of the United Nations, United States of America, United Kingdom or European Union.
 - You are a spouse and/or dependent of the [Partner] customer and are travelling with them.
- **Changes to Your Policy:** You must answer all questions about this policy honestly and fully at all times. You must also tell Us straight away if anything that You have already told Us changes by calling Us on +32 (2) 8810 125. If You do not tell Us, Your policy may be cancelled and any claims made may not be paid.
- **Conditions and Exclusions:** There are conditions and exclusions which apply to each individual section of Your policy and there are general conditions and exclusions which apply to the whole of Your policy.
- **Certain Pandemics:** Please see General Exclusions Section of Your policy
- **COVID-19:** Cover for COVID-19 and SARS CoV2 is applicable to this policy.
- **Cover for Sports and Pastimes:** This insurance excludes certain sports and pastimes, unless they are specifically stated as covered. Please see list of **automatically covered activities** in the definitions
- **Additional transportation expenses:** Additional transportation expenses in excess of EUR 500, incurred by you under Trip interruption, are only covered if authorized by **Us** in advance
- **Subrogation:** When someone is responsible for covered individual's loss, we have the right to recover any payments we have made in relation to the claim, as permitted by law. In such case, we may require any person receiving payment from us to assign their rights to recover such payment, including signing and providing any documents reasonably required allowing us to do so. Everyone eligible to receive payment for a claim submitted to us must cooperate with this process and must refrain from doing anything that would adversely affect our rights to recover payment.

Sanction Limitation and Exclusion Clause

No Underwriter shall be deemed to provide cover and no Underwriter 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 Underwriter 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.

CANCELLATION COVER

We will pay **You** up to the maximum amount shown in the **schedule of benefits** and after satisfaction of the eventual **deductible**, shown in the **schedule of benefits**, for loss(es) due to prepaid, non-refundable **travel arrangements** incurred by **You** or **Your traveling companion** for a **covered trip** cancelled up to the date and time of departure due to any of the following **unforeseen** events:

1. Any serious **injury**, death, or any **unforeseen** serious medical condition or **sickness**, including fracture of prostheses and loosening of implanted joints:
 - a. occurring to **You**, the **skipper** of the chartered boat or **Your traveling companion**, that is so disabling as to cause a reasonable person to cancel their **covered trip** or results in medically imposed restrictions as certified by a **physician** at the time of **loss** preventing **Your** continued participation in the **covered trip**;
 - b. occurring to a **family member** not traveling with **You**, and they require **Your** immediate care. Such disability must be so disabling as to reasonably cause a **covered trip** to be canceled and must be certified by a **physician**;
 - c. Occurring to **your business partner** that is so disabling as to cause a reasonable person to cancel their **covered trip** to assume daily management of the business. Such disability must be certified by a **physician**;
 - d. occurring to a childcare provider if there is no other substitute for the childcare provider. A **physician** must certify the **sickness** or **injury**.
2. **You** or **Your traveling companion** has **complications of pregnancy**. The onset of these conditions must occur after **Your effective date** of **coverage** and must be verified by medical records.
3. **Mental, nervous, or psychological disorders** of **you** or **your traveling companion** requiring **inpatient** hospitalization of three (3) or more days as certified by a **physician** at the time of **loss** and preventing participation on the **covered trip**. A **physician** must advise cancellation of the **covered trip** on or before the **scheduled departure date**;
4. **You** will be attending an **immediate family member's** childbirth. The pregnancy must occur after **the effective date** and must be verified by medical records;
5. **You** are on a list as a donor or recipient for an organ transplant and, after the **effective date**, receives official notification that an organ match is available for immediate transplant. The transplant must be considered **medically necessary**, and a **physician** must confirm that the transplant and/or surgery is so disabling as to prevent travel.

Weather

6. Weather which causes complete cessation of services of **your common carrier** for at least forty-eight (48) consecutive hours and prevents **you** from reaching **your** destination;
7. **Your** or **your traveling companion's** destination being made **uninhabitable** or inaccessible by **natural disaster** that is due to natural causes; vandalism or burglary;
8. **Your** or **Your traveling companion's primary residence** being made **uninhabitable** by **natural disaster**, vandalism or burglary.
9. Mandatory evacuation ordered by local authorities at **your destination** due to hurricane or other **natural disaster** for at least twenty-four (24) consecutive hours preventing **you** from staying at **your destination**.

Legal

10. **You** or **Your traveling companion** become legally separated or divorced after the **effective date**. Cancellation must occur within twenty-one (21) days of the legal separation or divorce.

11. **You** or **Your traveling companion** legally adopt[s] a **child** and the date of the placement or adoption falls during **Your covered trip**; **You** or **Your traveling companion** are traveling for the purpose of adopting a **child**, but the adoption is cancelled for reasons beyond **Your** control. The adoption must be approved prior to the **effective date**.

Personal Safety and Security

12. **You** and/or **Your traveling companion** being hijacked, required to serve on a jury, subpoenaed, or required to appear as a witness in a legal action, provided **You** or **Your traveling companion** are not a party to the legal action.
13. Documented theft of **your** automobile that results in **your** inability to take the **covered trip**. Documented means that **you** have reported the theft to the local authorities

Work/Military/School

14. **You** or **Your traveling companion** has an involuntary employer- initiated permanent transfer within the same organization of two hundred fifty (250) or more kilometers which requires **Your primary residence** to be relocated provided that **You** have been an active employee for the same employer for at least one (1) year. Notification of the transfer must occur after the **effective date** and the transfer must occur within fifteen (15) days of the **scheduled departure date**.
15. **You** or **Your traveling companion** are involuntarily terminated or laid off through no fault of **Your** own more than fifteen (15) days after **Your effective date**, provided that **You** have been an active employee for the same employer for at least one (1) year. Termination must occur following the **effective date**. This provision is not applicable to temporary employment, seasonal employment, independent contractors or self-employed persons.
16. **You** or **Your traveling companion** are called to full-time active military duty, as a reservist, firefighter, or police staff; to provide aid or relief in the event of a **natural disaster**, or military leave is revoked within fifteen (15) days of the **scheduled departure date**, except because of war or disciplinary action. The military leave for the dates of travel must have been approved prior to the **effective date**.
17. **You** or **Your traveling companion** are required to take an academic or professional examination on a date that has been fixed after the **effective date**, and that date falls during the **covered trip**.

Trip Cancellation Exclusions:

In addition to the General Limitations and Exclusions, the following exclusions apply to the Trip Cancellation Benefit. No benefits will be paid for any loss for, caused by, or resulting from:

- a. **Travel arrangements canceled by an airline, charter, cruise line, or tour operator;**
- b. **changes in plans by You, a family member, or Your traveling companion, for any reason;**
- c. **financial circumstances of You, a family member, or Your traveling companion;**
- d. **costs for Your covered trip paid using loyalty rewards points, frequent travel miles, or other non-monetary redeemable points or rewards through similar programs;**
- e. **any business or contractual obligations of You, a family member, or Your traveling companion, unless specifically foreseen by the insurance conditions;**
- f. **any government regulation or prohibition;**
- g. **an event which occurs prior to Your coverage effective date;**
- h. **Financial default;**
- i. **payments made for this policy.**

TRIP INTERRUPTION

We will pay **you** up to the maximum amount shown in the **schedule of benefit** and after satisfaction of the **deductible** for loss(es) incurred by **you** or **your traveling companion** for a **covered trip** interrupted after the date and time of departure due to any of the following **unforeseen** events:

Health and Family

1. Any serious **injury**, death, or any **unforeseen** serious medical condition or **sickness** including fracture of prostheses and loosening of implanted joints;
 - a. Occurring to **you**, the **skipper** of the chartered boat or **your traveling companion**, that is so disabling as to cause a reasonable person to interrupt their **covered trip** or results in medically imposed restrictions as certified by a **physician** at the time of **loss** preventing **your** continued participation in the **covered trip**;
 - b. Occurring to a **family member** not traveling with **you**, and they require **your** immediate care. Such disability must be so disabling as to reasonably cause a **covered trip** to be interrupted and must be certified by a **physician**;
 - c. Occurring to **your business partner** that is so disabling as to cause a reasonable person to interrupt their **covered trip** to assume daily management of the business. Such disability must be certified by a **physician**;
 - d. Occurring to a childcare provider if there is no other substitute for the childcare provider. A **physician** must certify the **sickness** or **injury**.
2. **You** or **your traveling companion** has **complications of pregnancy**. The onset of these conditions must occur after **your effective date** of **coverage** and must be verified by medical records;
3. **Mental, nervous, or psychological disorders** of **you** or **your traveling companion** requiring **inpatient** hospitalization of three (3) or more days as certified by a **physician** at the time of **loss** and preventing participation on the **covered trip**. A **physician** must advise cancellation of the **covered trip** on or before the **scheduled departure date**;
4. **You** will be attending an **immediate family member's** childbirth. The pregnancy must occur after the **effective date** and must be verified by medical records;
5. **You** are on a list as a donor or recipient for an organ transplant and, after the **effective date**, receives official notification that an organ match is available for immediate transplant. The transplant must be considered **medically necessary**, and a **physician** must confirm that the transplant and/or surgery is so disabling as to prevent travel;

Transportation and Accommodation

6. **You** learn after **the departure date** that **your rental property** is **uninhabitable** for reasons other than **severe weather** or a **natural disaster**. You must provide proof that the **rental property** was advertised during booking as being available and accessible.

Weather

7. **Severe weather** or natural disaster making **your primary residence uninhabitable** or making the **destination inaccessible** or **uninhabitable**. We will only pay the benefits for losses occurring within thirty (30) days after the event makes **your destination uninhabitable** or **inaccessible**;
8. Weather which causes complete cessation of services of **your common carrier** for at least forty-eight (48) consecutive hours and prevents you from reaching **your destination**

We will pay a benefit to reimburse **you** for any of the expenses listed below, up to the maximum limit shown in the **schedule of benefits** and subject to the **deductible**, for **covered trips** that are interrupted due to any of the **unforeseen** events listed above:

- a. **Cancellation penalties** or prepaid, nonrefundable **trip costs** for **unused travel arrangements**, and
- b. The average room rental rate at the **destination** resort, less any used portion, on a pro-rated basis

Single occupancy:

We will reimburse **you**, up to the Trip Interruption maximum amount shown in the **schedule of benefits**, for the additional cost incurred during the **covered trip** as a result of a change in the per person occupancy rate for prepaid, non-refundable **travel arrangements** if a person booked to share accommodations with **you** has his/her trip canceled, or interrupted due to any of the **unforeseen** events shown in the Trip Interruption section and **you** do not cancel.

Trip Interruption Exclusions:

In addition to the General Limitations and Exclusions, the following exclusions apply to the Trip Interruption Benefit. No benefits will be paid for any loss for, caused by, or resulting from:

- a. **Travel arrangements canceled by an airline, charter, cruise line, or tour operator;**
- b. **Changes in plans by you, a family member, or your traveling companion, for any reason**
- c. **Financial circumstances of you, a family member, or your traveling companion;**
- d. **Costs for your covered trip paid using loyalty rewards points, frequent travel miles, or other non-monetary redeemable points or rewards through similar programs;**
- e. **Any government regulation or prohibition;**
- f. **An event which occurs prior to your coverage effective date;**
- g. **Financial default;**
- h. **Additional transportation expenses in excess of EUR 500 (or currency equivalent) which have not been authorized by Us in advance**

TRIP CURTAILMENT

We will pay **you** up to the maximum amount shown in the **schedule of benefit** for loss(es) incurred by **you** or **your traveling companion** for a **covered trip** curtailed after the date and time of departure due to any of the following **unforeseen** events:

Health and Family

1. Any serious **injury**, death, or any **unforeseen** serious medical condition or **sickness**;
 - a. Occurring to a **family member** not traveling with **you**, and they require **your** immediate care. Such disability must be so disabling as to reasonably cause a **covered trip** to be interrupted and must be certified by a **physician**;
 - b. Occurring to **your business partner** that is so disabling as to cause a reasonable person to interrupt their **covered trip** to assume daily management of the business. Such disability must be certified by a **physician**;
 - c. Occurring to a childcare provider if there is no other substitute for the childcare provider. A **physician** must certify the **sickness** or **injury**.

Weather

2. Inclement weather or natural disaster making **your primary residence uninhabitable** or making the **destination inaccessible** or **uninhabitable**. We will only pay the benefits for losses occurring within thirty (30) days after the event makes **your destination uninhabitable** or **inaccessible**;

We will pay a benefit to reimburse **you** for any of the expenses listed below, up to the maximum limit shown in the **schedule of benefits** and subject to the **deductible**, for **covered trips** that are curtailed due to any of the **unforeseen** events listed above:

- a. Additional transportation expenses incurred by **you** (not to exceed the same class as **your** original ticket or the cost of economy airfare, less any refunds paid or payable) for travel by the most direct route to the **return destination**

Trip Curtailment Exclusions:

In addition to the General Limitations and Exclusions, the following exclusions apply to the Trip Interruption Benefit. No benefits will be paid for any loss for, caused by, or resulting from:

- a. **Changes in plans by you, a family member, or your traveling companion, for any reason**
- b. **Financial circumstances of you, a family member, or your traveling companion;**
- c. **An event which occurs prior to your coverage effective date**

COVID-19 EXTENSION

This insurance extension is only applicable if the underlying trip cancellation, trip interruption and/or trip curtailment benefit has been selected and is stated in your Certificate of Insurance and covers the following:

TRIP CANCELLATION EXTENSION

- a. Cancellation as a result of an Insured Person being diagnosed with COVID-19, within 14 (fourteen) days of departure and therefore the Insured person is unable to travel. This must be evidenced with an approved PCR test confirming the diagnosis and date the test was taken, any tests done outside the 14 (fourteen) day window prior to departure will not be accepted as a valid diagnosis.
- b. Cancellation as a result of an immediate family member the Insured person was due to stay with has had to self-isolate due to the family member being diagnosed with COVID-19, within 14 (fourteen) days of departure. This must be evidenced with an approved PCR test confirming the diagnosis and date the test was taken, any tests done outside the 14 (fourteen) day window prior to departure will not be accepted as a valid diagnosis.

TRIP INTERRUPTION/ CURTAILMENT EXTENSION

- c. Curtailment of a Trip due if a Family Member has passed away due to COVID-19 whilst an Insured person is on a Trip. This is subject to the Family Member not being diagnosed with or suffering symptoms of COVID-19, prior to the Insured Person's Trip commencing.
- d. Additional accommodation and/or transport costs due to the Insured person being quarantined whilst on a Trip as a result of the Insured Person being diagnosed with COVID-19. This must be evidenced with an approved PCR test confirming the diagnosis and date the test was taken and the requirement by local authorities that the Insured Person must be quarantined. Additional transportation expenses are limited to the rearrangement of original transportation only with a maximum sum stated in the schedule of benefits. Additional accommodation and/or transport costs due to the Insured person

being denied boarding a pre booked Aircraft, Ferry or any other pre booked transportation required to complete the Insured Person's journey home as a result of the Insured Person being showing symptoms of and subsequently being diagnosed with COVID-19. This must be evidenced with an approved PCR test confirming the diagnosis and date the test was taken and the requirement by local authorities that the Insured Person must be quarantined. If the denial of boarding does not result in a positive COVID-19 test, then no claim will be paid and the Insured Person should pursue their claim via the appropriate transport provider in this instance. This is limited to the amount stated in the schedule of benefits.

COVID-19 EXTENSION LIMITATION AND EXCLUSIONS

- **This coverage extension is subject to a deductible of EUR 100. These situations are all subject to the terms and conditions of the policy.**
- **Exclusions listed in the General exclusions and in the specific sections related to Trip cancellation and Trip interruption apply**

GENERAL LIMITATIONS AND EXCLUSIONS

In addition to any applicable benefit-specific exclusions, the following exclusions apply to all losses and all benefits. Unless otherwise shown below, these exclusions apply to **You, Your traveling companion, family member and host at destination**. This **policy** does not cover any loss for, caused by or resulting from:

- a. intentionally self-inflicted **injury**, suicide, or attempted suicide while sane or insane;
- b. war (whether declared or not) or act of war, **civil disorder**, riot, insurrection or unrest unless specifically covered herein;
- c. operating or working as a crew member (including as a trainee or learner/student) aboard any aircraft or commercial vehicle or commercial watercraft;
- d. **You** being under the influence of drugs (except those prescribed by **Your Physician**, but not when prescribed for the treatment of drug addiction);
- e. **Your** abuse or prior abuse of solvents;
- f. **You** drinking too much alcohol or alcohol abuse where it is reasonably foreseeable that such consumption could result in an impairment of **Your** faculties and/or judgment resulting in a claim. **We** do not expect **You** to avoid alcohol on **Your** Trips or holidays but **We** will not cover any claims arising because **You** have drunk so much alcohol that **Your** judgement is seriously affected and **You** need to make a claim as a result;
- g. commission or the attempt to commit a criminal act;
- h. Your participation in activities not defined as **automatically covered activities**, except as a spectator, unless specifically covered;
- i. any non-emergency treatment or surgery, routine physical examinations;
- j. any treatment or medication which, at the time of departure, is required to be continued during the **covered trip**;
- k. normal pregnancy or childbirth, or elective abortion. However, **unforeseen complications of pregnancy** are not excluded;
- l. traveling for the purpose of securing medical treatment;
- m. directly or indirectly, the actual, alleged or threatened discharge, dispersal, seepage, migration, escape, release or exposure to any hazardous biological, chemical, nuclear radioactive material, gas, matter or contamination;
- n. accidental **injury** or **sickness** when traveling against the advice of a **physician**;

- o. any **loss**, condition, or event that was known, foreseeable, intended, or expected when **Your policy** was purchased;
- p. any failure of a provider of travel related services (including any travel supplier) to provide the bargained-for travel services or to refund money due **You**;
- q. acts, travel alerts/bulletins, or prohibitions by any government or public authority;
- r. **Pandemic** or **epidemic** unless specifically covered;
- s. **Your** failure to derive pleasure in, or benefit from, or profit from **Your covered trip**;
- t. payments made for this **policy** and any other insurance;
- u. a diagnosed **sickness** from which no recovery is expected;
- v. any loss or expense incurred as the result of a **pre-existing medical condition**;
- w. **Your mental, nervous or psychological disorder**, unless requiring **inpatient** hospitalization of three (3) or more days as certified by a **physician** at the time of **loss** and preventing participation on the **covered trip**

MAKING A CLAIM

First, check Your Certificate of Insurance and the appropriate section of Your policy to make sure that what You are claiming for is covered.

The policy claim form, claimant's statement, and proof of claim must be mailed or e-mailed to Robin Assist at the following address:

Robin Assist,
Avenue des Arts 6 - 9,
1210 Saint-Josse-ten-Noode,
Brussels, Belgium
e: claims@robinassist.com

Or submitted online via the following link: [Make A Claim](#)

All claims must be notified within 28 days of Your return on a policy claim form, accompanied by original invoices, receipts, reports, etc. (proof of claim). Please refer to the relevant section of Your policy for specific conditions and details of the supporting evidence that We require. Please remember that it is always advisable to retain copies of all documents when submitting Your claim form. We recommend You use the online link or email to register a claim where possible but should you only be able to do so by post we suggest using registered post.

When claims settlements are made by the BACS (Bank Automatic Clearing System), IBAN or other electronic banking system or payment method, You will be responsible for supplying Us with the correct bank account or other payment details and Your full authority for Us to remit monies directly to that account. Provided that payment is remitted to the account designated by You, We shall have no further liability or responsibility in respect of such payment, and it shall be Your sole responsibility to make collection of any misdirected payment in the event of incorrect details having been provided to Us.

YOUR POLICY

Your policy contains restrictions based on the type of policy You have purchased – these are explained below.

Period of Cover

Coverage for the Trip Cancellation benefit applies for the covered individual from the date of their booking.

Cover ends on the earliest of:

- the end date shown on Your Certificate of Insurance; or
- the end date of your [Partner] boat rental, as shown in your booking confirmation; or
- the date when the maximum number of days cover shown in Your policy has been reached.

Geographical area

Cover is only valid in the country(ies) requested on Your policy application and shown on Your Certificate of Insurance.

Governing Law and Jurisdiction

It is agreed that this Insurance shall be governed exclusively by the law and practice of Sweden, 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 Sweden.

Eir Försäkring AB hereby agrees that all summonses, notices or processes requiring to be served upon it for the purpose of instituting any legal proceedings against it in connection with this Insurance shall be properly served if addressed to it and delivered to its care of:

Eir Försäkring AB, Eir Försäkring AB, BOX 3132, 103 62 Stockholm
e: info@eirforsakring.se

This Service of Suit and Jurisdiction Clause will not be read to conflict with or override the obligations of the parties to resolve their disputes as provided for in any other clause in this Policy and, to the extent required, shall apply to give effect to that process.

Notice of Discrepancy

If the content of the policy contract differs from the insurance proposal form or from the agreed clauses, the policyholder shall be entitled to notify the insurer in the period of one month as from the date when the policy contract was provided so that the insurer may rectify the difference found. Once this period has elapsed without such a notification being made, the policy provisions shall stand.

HOW TO MAKE A COMPLAINT

Our aim is to ensure that all aspects of Your insurance are dealt with promptly, efficiently and fairly. At all times we are committed to providing You with the highest standard of service.

Any complaint should be addressed in the first instance to:

Complaint Manager

Eir Försäkring AB

BOX 3132

103 62 Stockholm, Sweden

e: klagomal@eirforsakring.se

Your complaint will be acknowledged, in writing, promptly.

A decision on Your complaint will be provided to You, in writing, within 8 (eight) weeks of the complaint being made.

Should you remain dissatisfied with the final response or if you have not received a final response within 8 (eight) weeks of the complaint being made, you may be eligible to refer your complaint to the National Board for Consumer Complaints. The contact details are as follows:

[Placeholder for country specific complaint authorities]

If you were sold this product online or by other electronic means and within the European Union (EU) you may refer your complaint to the EU Online Dispute Resolution (ODR) platform. Upon receipt of your complaint the ODR will escalate your complaint to your local dispute resolution service – this process is free and conducted entirely online. You can access the ODR platform on <http://ec.europa.eu/odr>

CANCELLATION OF YOUR POLICY

Cancelling this Policy and Cooling-off period

Cancellation by You

For all policies that have a Period of Insurance of less than one month there is no cancellation or cooling-off period and no refund of premium will be payable at any time.

For all policies that have a Period of Insurance of one month or more, if the policy cover is not suitable and You want to cancel within fourteen (14) days of receiving the policy documentation and before the start date of the policy, You must e-mail or write to:

battleface Underwriting Services SRL,
Avenue des Arts 6 - 9,
1210 Saint-Josse-ten-Noode,
Brussels, Belgium.
e: europa@battleface.com

If You cancel after fourteen (14) days of receiving the policy documentation the premium will be refunded on a pro rata basis from the date Your instructions are received or any later date specified by You and provided that a claim has not been made.

The insured's right of revocation does not apply in the following circumstances:

- Where the duration of an insurance contract is less than one month.

Cancellation by Us

We may cancel this policy by giving You thirty (30) days' notice in writing, which will be sent by post to the last address we hold for You. We will only do this for a valid reason such as non-payment of premium.

We may also cancel the policy if You commit a fraud which includes doing any of the following:

- Making any untrue statements to Us;
- Failing to disclose any material facts relevant to the policy or a claim;
- Acting fraudulently in any other way

If We cancel the policy because of fraud, the Policy will become void. If this happens, We will return all the policy premiums paid.

DATA PROTECTION INFORMATION NOTICE

Who we are: We are Eir Försäkring AB (hereafter referred to as “Eir”) found in the contract of insurance and/or in the Certificate of 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 dataskyddsbud@eirforsakring.se 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, Germany, 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.eirforsakring.com/en/privacy> 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.eirforsakring.com/en/privacy> where we have full details. Alternatively, You may contact the insurance agent or insurance broker that arranged Your insurance at:

battleface Underwriting Services SRL,
Avenue des Arts 6 - 9,
1210 Saint-Josse-ten-Noode,
Brussels, Belgium.
e: complaints@battleface.com

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

DEFINITIONS

Accident means a sudden, unexpected, unusual, specific event which occurs at an identifiable time and place but shall also include exposure resulting from a mishap to a conveyance in which **You** are traveling.

Automatically covered activities means: Abseiling; Aerial Safaris (with a licensed operator); Angling; Archery (supervised); Badminton; Banana Boating; Beach Games; Boccia; Bowls - indoor and crown green; Boxing Training (no contact); Bungee Jumping (with a licensed operator); Camel Riding; Clay Pigeon Shooting (supervised); Cricket; Croquet; Curling; Cycling (non-competitive, sportives, etapes and mountain biking on designated tracks); Elephant Riding/Trekking (supervised); Eton Fives; Fell Running; Fell Walking; Fencing; Fishing (excluding Deep Sea Fishing); Fitness Training and Gym Work; Floorball; Goalball; Golf; Gymnastics (non-competitive); Handball; Hang Gliding (tandem with a licensed operator); High Diving from a purpose-built diving board, not exceeding 5 metres, 16 feet, over a man-made pool; High Ropes (with a licensed operator); Hiking (established and documented paths/tracks and mapped routes); Hot Air Ballooning; Horse Riding (protective headgear must be worn). Excluding jumping, trials, hunting, racing, jousting and competitive riding; Ice Skating (non-competitive); Jet Boating (as a passenger); Jet Skiing (with a licensed operator); Korfbal; Mechanics; Mountaineering up to 4500m, 14,765 feet, no use of ropes or guides, no sheer face or free climbing, must follow man made paths; Netball; Obstacle Course Racing; Sea Canoeing (within half a mile, 1 kilometre, of the coast); Orienteering; Paddle Boarding (within half a mile, 1 kilometre, of the coast); Paragliding (tandem with a licensed operator); Parasailing (towed by boat by a licensed operator); Parachuting (static line or tandem with a licensed operator); Pedalo; Pony Trekking (protective headgear must be worn); Quad Biking (non-competitive, booked with a licensed operator. Protective headgear must be worn); Racket Ball; Rambling; Refereeing and Umpiring; River Canoeing, Kayaking and Rafting (in calm water excluding the sea or white water grade 4 or above); Roller Blading; Rounders; Rowing (inland waters); Running (including distances up to marathons in major cities or towns); Safaris (provided that the Insured Person will not be using firearms or bow and arrows and it is booked with a licensed operator); Sail Boarding; Sailing and Yachting (within 12 miles, 20 kilometres, of the coast); Sand Safaris; Sand Surfing; Scuba Diving to a depth of 18 metres, 59 feet, as standard. Or to a depth of 30 metres, 100 feet, maximum as long as You have PADI or equivalent qualification to dive to that depth or You are diving with a licensed and fully qualified instructor. There is no cover if You are flying within 24 hours of last dive or for solo diving, Cave diving or Wreck diving; Skating; Snorkelling; Softball; Squash; Surfing (within 5 miles, 8 kilometres, of the coast); Swimming (in swimming pool or within half a mile, 1 kilometre, of the coast); Table Tennis; Technical Support (coach, manager and technicians); Ten Pin Bowling; Tennis; Trekking (established, documented, paths/tracks/ mapped routes with a licensed professional local guide); Tug-of-War; Underground Activities (as part of an organised excursion or tour); Via Ferrata; Volleyball; War Games; Water Polo; Water Skiing (excluding jumping); Weightlifting (non-competitive); Wheelchair Racing; Wheelchair Tennis; Wind Surfing (non-competitive).

Please note when participating in any automatically covered activity, cover is accepted provided that:

- a. You have not been advised by a doctor against participating in such sport or activity;
- b. You wear and/or use the recommended/recognised safety equipment and;
- c. You follow safety procedures, rules and regulations as specified by the activity organisers and/or providers.

Child(ren) means **Your children**, including an unmarried **child**, stepchild, legally adopted **child** or foster **child** who is:

- a. under the age of eighteen (18) and primarily dependent on You for support and maintenance; or
- b. at least eighteen (18) but less than age twenty-four (24) and who regularly attends an institution of higher learning/an accredited school or college and who is primarily dependent on You for support and maintenance.

Civil disorder means a group of people acting in revolt, coup, rebellion or resistance against an established government or civil authority.

Complications of Pregnancy and Childbirth shall only be deemed to include the following: toxemia, gestational hypertension, pre-eclampsia, ectopic pregnancy, hydatidiform mole (molar pregnancy), post partum haemorrhage, retained placenta membrane, placental abruption, hyperemesis gravidarum, placenta praevia, stillbirths, miscarriage, medically necessary emergency caesarean section/medically necessary termination and any premature births more than 8 weeks (or 16 weeks in the case of a known multiple pregnancy) prior to the expected delivery date.

Covered Person(s) / You / Your shall mean each person included under a valid booking and for whom the appropriate premium has been paid, and at the start date of the trip, being not more than 80 years of age. See the 'Your Policy' section for eligibility and age limits.

Covered trip means a trip for which You made an eligible rental booking via [Partner] and includes a period of round- trip travel to a **destination** that is at least fifty (50) kilometers from **Your residence** and that does not exceed ninety-three (93) days. **Your** trip must have a defined **departure date** and **return date**.

Deductible means the euro amount **You** must contribute to the **loss**.

Departure date means the date on which **You** are scheduled to leave on the **covered trip**. This date is specified in the travel documents.

Domestic partner means a person, at least eighteen (18) years of age, with whom **You** have been living in a spousal relationship with evidence of cohabitation for at least ten (10) continuous months prior to the **effective date** of coverage.

Effective date means the date and time **Your** coverage begins, at 00:00 on the day following the purchase date of Your policy, as outlined in Period of Cover section of the **Certificate of Insurance**.

Epidemic means an outbreak of a contagious disease that spreads rapidly and widely and that is identified as an **epidemic** by The Centers for Disease Control and Prevention (CDC).

Family member means **Your** or **Your traveling companion's** spouse, civil union partner or **domestic partner**, **child**, siblings, parents, grandparent, step-grandparent, grandchild, step-grandchild, step-child, step-sibling, or step-parent, parent-in-law, daughter-in-law or son-in-law, brother-in-law or sister-in-law, aunt or uncle, niece or nephew and legal guardian

Immediate Family member means **Your** or **Your traveling companion's** spouse, civil union partner or **domestic partner**, **child**, siblings and parents

Financial default means the cessation or partial suspension of operations due to insolvency, with or without the filing of a bankruptcy petition, by a tour operator, **cruise** line, airline, resort, rental company, or other travel supplier.

Home country means **Your** country of residence.

Hospital means a facility that:

- a. is operated according to law for the care and treatment of sick or **injured** people;
- b. has organised facilities for diagnosis and surgery on its premises or in facilities available to it on a prearranged basis;
- c. has twenty-four (24) hour nursing service by registered nurses; and
- d. is supervised by one or more **physicians** available at all times.

A **hospital** does not include a nursing, convalescent or geriatric unit of a hospital when a patient is confined

mainly to receive nursing care or a facility that is, other than incidentally, a clinic, a rest home, nursing home, convalescent home, home health care, or home for the aged, nor does it include any ward, room, wing or other section of the hospital that is used for such purposes

Host at destination means a person with whom **You** are sharing pre-arranged overnight accommodations at the host's usual principal place of residence.

Injury or injured means a bodily **injury** caused by an **accident** occurring while **Your** coverage under this **policy** is in force and resulting directly and independently of all other causes of **loss** covered by this **policy**. The **injury** must be verified by a **physician**.

Inpatient means a person who is confined in a **hospital** as a registered bed patient for at least twenty-four (24) hours

Medically necessary means a treatment, service, or supply:

- a. is essential for diagnosis, treatment or care of the **accidental injury** or **sickness** for which it is prescribed or performed;
- b. meets generally accepted standards of medical practice; and
- c. is ordered by a **physician** and performed under his or her care, supervision or order.

Mental, nervous or psychological disorder means a mental or nervous health condition including, but not limited to: anxiety, depression, neurosis, phobia, psychosis; or any related physical manifestation.

Loss means an **injury** or **unforeseen** event or incident sustained by **You** as a direct result of one or more of the events against which **we** have undertaken to compensate **You**. **Loss** does not include lost profits or lost revenues of any kind, business interruption damages, or any pain and suffering damages. **Loss** also does not include any form of consequential, incidental, or indirect damages or **injury**.

Natural disaster means a flood (due to natural causes), tsunami, hurricane, tornado, earthquake, mudslide, avalanche, landslide, volcanic eruption, sandstorm, sinkhole, wildfire or blizzard.

Pandemic means an **epidemic** over a wide geographic area that affects a large portion of the population.

Physician means a licensed practitioner of medical, surgical, dental services acting within the scope of his/her license. The treating **physician** cannot be **You**, **Your traveling companion**, a **family member** or a business partner.

Policy means this individual **policy** document, the **schedule of benefits**, and any endorsements, riders or amendments that will attach during the Period of Coverage.

Pre-existing medical condition means an **injury**, **sickness**, death or other condition of **You**, **Your traveling companion**, **family member** or **host at destination**, to which any of the following applied within the one hundred eighty (180) day period immediately preceding and including the purchase date of this plan:

- a. first manifested itself, worsened, became acute or had symptoms which would have prompted a reasonable person to seek diagnosis, care or treatment, or;
- b. care, testing or treatment was given or recommended by a **physician**; or
- c. required a change in prescribed medication unless the change is between a brand name and a generic medication with comparable dosage or an adjustment to insulin or anti-coagulant dosage.

Prepaid means **payments or deposits** paid by **You** to a travel supplier for **travel arrangements** for **Your covered trip** prior to **Your scheduled departure date**. **Payments or Deposits** for shore excursions, theater,

concert or event **tickets** or fees, or sightseeing, if such arrangements are made during **Your covered trip** and are to be used prior to the **scheduled return date** of **Your covered trip** are not considered **prepaid** as defined herein.

Primary residence means a residence where **You** are leaving from to start **Your covered trip**

Quarantine means a mandatory confinement, intended to stop the spread of a contagious disease to which **You** or **Your traveling companion** may have been exposed.

Scheduled departure date means the date on which **You** are originally scheduled to leave on the **covered trip**

Sickness means an illness or disease diagnosed or treated by a **physician** after **Your effective date** of coverage under this **policy**.

Skipper is the person accompanying you on the **Covered Trip** for being in command of the chartered boat. It does not include skippers made available by [Partner] as part of the **Travel arrangements**.

Spouse means **Your** legal spouse, civil union partner, or **domestic partner**.

Travel arrangements means [Partner] services arranged by the travel supplier or **You** or others for **Your covered trip**.

Traveling companion means person(s) named and traveling under the same reservation as **You** to a maximum of six (6) persons and two (2) underage **children** including **You**. For groups exceeding this maximum number of persons / underage children, only the **Spouse** and the **children** will be considered Travelling companions.

Trip cost means euro amount of **trip payments or deposits**, which are subject to **cancellation penalties**, paid by **You** prior **Your covered trip departure date**. The trip cost is stated on **Your application**.

Unforeseen means not known or reasonably expected, and occurring after the **effective date** of **Your policy**.

Uninhabitable means:

- a. the building structure itself is unstable and there is a risk of collapse in whole or in part;
- b. there is exterior or structural damage allowing elemental intrusion, such as rain, wind, hail or flood;
- c. immediate safety hazards have yet to be cleared, such as debris or downed electrical lines;
- d. the property is without electricity, gas, sewer service or water for twenty-four (24) hours or more; or
- e. local government authorities have issued a mandatory evacuation.

Unused means **Your financial loss** of any whole, partial or prorated **prepaid** non-refundable components of a **covered trip** that are not depleted or exhausted, including award travel expenses.

We, us or **our** means Eir Försäkring AB and its agents

ADDITIONAL TERMS

RECORDS MAINTAINED

The Policyholder or its authorised administrator will maintain records of the essential features of each Insured Person's insurance under the Policy.

We shall be permitted to examine the Policyholder's records relating to coverage under the Policy. Examination may occur at any reasonable time up to the later of:

- The two year period after the expiration of the Policyholder's coverage; or
- The final adjustment and settlement of all claims under the Policyholder's coverage.

REPORTING REQUIREMENTS

The Policyholder or its authorised agent must report to us, by the premium due date:

- The names of all Insured Persons on the Effective Date of the Policy;
- The names of all persons who are insured after the Effective Date of the Policy;
- The names of those persons whose insurance has terminated; and
- Additional information required as agreed to by Us and the Policyholder.

EVIDENCE OF COVERAGE

An Evidence of Coverage of insurance will be delivered to the Insured by way of a Certificate of Insurance. Each Evidence of Coverage will list the benefits, conditions and limits of the Evidence of Coverage. It will state to whom the benefits will be paid.

POLICY TERMINATION

We may terminate coverage on or after the anniversary of any premium due date. The Policyholder may terminate its coverage on any premium due date. Written notice must be given at least 31 days prior to such premium due date.

CLERICAL ERROR

Clerical error in keeping any records pertaining to the coverage, whether by the Policyholder or by the Company, will not invalidate coverage otherwise validly in force nor continue coverage otherwise validly terminated, provided such clerical error is not prejudicial to the Company and is rectified promptly upon discovery.

ASSIGNMENT

No assignment of interest in loss of life benefits shall be binding on the Company until the original or duplicate thereof is received by the Company. The Company assumes no responsibility for the validity of such assignment.

INSOLVENCY

The insolvency, Bankruptcy, financial impairment, receivership, voluntary plan of arrangement with creditors, or dissolution of the Policyholder will not impose upon the Company any liability other than the liability defined in the Policy. The insolvency of the Policyholder will not make the Company liable to the creditors of the Policyholder, including Insured Persons under the Policy.

WAIVER

Failure of the Company to strictly enforce its rights under the Policy at any time or under any circumstance shall not constitute a waiver of such rights by the Company at any time under the same or different circumstances.



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