

**GENERAL TERMS AND
CONDITIONS**

**PUBLIC COLLECTION
BY EECKMAN**

Eeckman Underwriting[®]



PREAMBLE

We very much appreciate the trust *you* put in *us* and take seriously *our* responsibility to insure the *items* belonging to *you* or entrusted to *you* as part of *your* activities.

The insurance contract before *you* is unique in more ways than one: *we* have negotiated its terms with responsible and creditworthy *insurers*. It provides advantages that distinguish it from similar available contracts.

Unless otherwise agreed in *your special terms and conditions*, this contract includes the following advantages and more particularly:

- ✓ Any *accidental material damage* is covered except where explicitly excluded. *You* therefore benefit from an “All Risks Except” policy.
- ✓ The exclusions and *your* obligations are strictly limited.
- ✓ Some exclusions may be removed on request.
- ✓ Individually listed *items* are insured on an *agreed value* basis. *We* also provide *you* with a clear and exact list of *your* insured *items*.
- ✓ The indemnity is acquired without the *deductible* being applied.
- ✓ *Depreciation*, if any, following restoration of an *item* is covered.
- ✓ *Sets* of *items* are considered as a whole.
- ✓ *You* are entitled to regain possession of a stolen *item* that has been recovered.
- ✓ Various additional costs and experts’ fees are covered after an indemnified claim.
- ✓ The indemnity will be paid within a maximum period of 30 days following receipt of the completed and signed release form.

Please carefully read *your* contract’s general and *special terms and conditions*.

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1. COVER

Cover is granted from the time the contract is signed, and once *you* have paid the premium.

1.1. For *your items*

Your items are insured against all *material damage* that might occur during the policy period at one of the specified risk addresses, subject to exclusions, on the basis of the rules of indemnity and subject to these general and *your special terms and conditions*.

1.2. Additional indemnities involving a covered claim

Any necessary and reasonable additional expenses incurred after a covered claim are also included, within the limit of the amounts listed in *your special terms and conditions*, for the purpose of:

- removing damaged *items*, including their disposal or destruction.
- limiting the extent of any *accidental material damage*.
 - ✓ closing down or protecting the premises.
 - ✓ safeguarding, moving the *items* in order to minimise *material damage*.
- recovering lost or destroyed *items*.
- acquiring similar *items* (travel, transport, customs, legal fees).
- immediately visiting the claim's location.
- paying for experts and counter-experts appointed to settle the claim.

Your items remain insured worldwide free of charge if, as a result of a covered claim, they have to be transported to or remain at a different risk address for the purposes of an expert report or restoration.

1.3. Provisions applicable to risk addresses located in France

▪ Natural Disaster Cover

For *items* at a risk address in France, it is understood that in addition to the guarantees referenced in the general terms and conditions, the guarantee is also granted in compliance with law 82-600 of 13 July 1982 after publication in the Official Journal of the French Republic of an interministerial decree establishing a state of natural disaster and subject to the application of a *deductible* set by the legislation at the time of the claim. The *insurer* covers *direct material damage* caused by the abnormal intensity of a natural phenomenon to all the *items* covered by the contract in metropolitan France and in the overseas departments only. These may include floods, landslides, mudslides, droughts and earthquakes.

▪ Technological Disaster Cover

For *items* located at a risk address in France, it is understood that, in addition to the cover set out in the general terms and conditions, cover is also provided for *material damage* to your *items* located at a risk address for residential use or placed in premises for residential use resulting from the technological disaster state in compliance with law no. 2003-699 of 30 July 2003. Cover is activated after publication in the Official Journal of the French Republic of the decision by the

administrative authority having declared a state of technological disaster (Article L.128-1 of the Insurance Code).

▪ **Attack or Act of Terrorism Cover**

For *items* located at a risk address in France, it is understood that the cover is extended under the conditions set out in Article L.126-2 et seq. of the Insurance Code, which states that: "Insurance contracts covering fire damage to property located on the national territory, as well as damage to the bodies of land motor vehicles, entitle the *insured* to cover *direct material damage* caused to the insured property by an attack or *act of terrorism* as defined by Articles 421-1 and 421-2 of the Criminal Code undergone on the national territory. Compensation for damage to property, including decontamination expenses, and compensation for immaterial consequential damage are covered within the limits of the *deductible* and the ceiling set out in the contract under the fire cover. Where it is necessary to decontaminate a property, compensation for damage including decontamination expenses may not exceed the property's market value or the amount of the insured capital.

2. EXCLUSIONS

The *insurers* exclude *material damage*:

2.1. caused by:

- a. wear, gradual deterioration, or normal deterioration resulting from use and time.
- b. variations in hygrometry or temperature, exposure to light or heat or to inclement weather, unless these occur *accidentally*.
- c. rust, oxidation, warping and shrinkage, unless these occur *accidentally*.
- d. moths, vermin, insects, and parasites, unless these occur *accidentally*.
- e. any inherent defect in the *item*.
- f. deficient or faulty maintenance.
- g. any cleaning, repair, or restoration of the *items*.

2.2. connected to a mechanical or electronic failure intrinsic to the *item* itself. However, resulting *material damage* remains insured.

2.3. caused by or resulting from:

- a. an *act of terrorism*. However, *items* located at a risk address in France remain covered by virtue of applicable legal provisions.
- b. nuclear, biological, or chemical contamination (NBC) caused by or resulting from an *act of terrorism*, including poisoning or total or partial inability to use an insured *item*, as a result of the effects of a biological, nuclear or chemical agent.
- c. a change to the structure of the atomic nucleus, radioactivity, the production of ionising radiation.
- d. a strike, riot, public demonstration, military or usurped siege and hostilities.
- e. war and civil war, whether declared or not.
- f. confiscation, nationalisation, requisitioning, destruction or damaging of *items* by or on order of any government or public and/or local authorities.
- g. earthquake, tidal wave or a volcanic eruption, except for legal provisions to the contrary.
- h. direct or indirect use of a computer, an electronic system, or an antivirus program whether or not intended to cause harm to an insured *item*, person or data. It is agreed that this exclusion does not apply to *material damage* covered as a result of theft, even if the theft was committed by means of a computer, an electronic system, a software program, a virus or computer process or another electronic system with the intent of causing harm solely to the *insured party* and/or to an insured *item*.

2.4. caused by water to *items* left or stored less than 15 cm above ground. However, *material damage* remains insured if it turns out that this measure would not have prevented the *material damage* caused.

2.5. following any unexplained disappearance of an insured *item*.

2.6. occurring as a result of breakage or tearing of *fragile items*.

- 2.7. any act intentionally caused by the *insured party* and, in compliance with the law, any consequences resulting from a *fraudulent* act attributable to the *insured party*. Any intentional or *fraudulent* act committed by anyone other than the *insured party* remains covered.
- 2.8. which originated outside the insurance period specified in *your special terms and conditions*.
- 2.9. *items* located outside the closed buildings.
- 2.10. loss, injury, liability, costs or any direct or indirect consequence caused by, arising from or connected to a substantiated or potential transmissible disease or the fear or threat of such a transmissible disease, as well as any act performed in order to limit or prevent such a transmissible disease. Transmissible disease is understood to mean any infectious or contagious disease or disorder, of whatever nature or origin, i.e., a disease or disorder that may in any way be directly or indirectly transmitted from one person or animal or other contagious source to another person, animal or other source and that was caused by a virus, bacterium, fungus or mould, a parasite, or any other known or unknown micro-organism or pathogen.

The *insurer* (acting directly or through reinsurance) shall not be deemed to provide cover, pay a claim or assist, to the extent that the provision of such cover, the payment of such a claim or provision of such assistance would expose it to any sanction, prohibition or restriction under United Nations resolutions, laws and regulations enacted by the European Union, or any other state imposing economic or trade sanctions.

3. YOUR OBLIGATIONS

3.1. When the policy is taken out

You must declare the details of the risk precisely and fully, without making any false statements. The *insurers* have accepted their obligations on this basis, which is used to calculate the premium. Every omission, intentional inaccuracy or *fraud* in the declarations will lead to the contract being declared null and void.

3.2. From the effective date of cover

You undertake to:

- Notify *us* of any pertinent and lasting change in the risk that *you* have declared to *us*. The *insurers* reserve the right to adjust or cancel the policy, after the risk is modified.
- Take every reasonable measure to ensure the protection of the *items* and to maintain them in good condition.
- If *you* have means of protection as indicated in *your special terms and conditions*
 - ✓ Keep such resources in good working order. Otherwise:
 1. Notify the installer as quickly as possible so that repairs can be carried out.
 2. Notify *us* in the event that the repair work cannot be carried out within 24 hours.
 3. Take all necessary safety measures in good faith during the entire period of the system's failure.
 - ✓ Do not alter them without *our* prior approval.
 - ✓ in the event of a failure or breakdown, take every measure necessary for the installation to be repaired and notify *us* thereof as soon as possible.

3.3. In the event of a claim

Under penalty of forfeiture of the cover, *you* undertake to:

- Immediately take all reasonable and necessary measures (at the expense of the *insurers* if the claim is covered) to:
 - ✓ Limit the extent of the claim.
 - ✓ Safeguard the *items*.
 - ✓ Maintain the possibility of recourse.
 - ✓ Allow the damage to be recorded.
- Send *us* a claim declaration within 24 hours of the discovery of the facts.
- In the event of loss, theft, disappearance, or suspected malicious intent, file a complaint with the police and send *us* the reference number and copy of the police record.
- Send *us* an estimate for restoration.
- Provide *us with your* full cooperation in initiating the appropriate legal proceedings or undertake any appeal to which the *insurers* would be entitled.
- Provide all useful information and proof that could reasonably be requested.

4. INSURERS' OBLIGATIONS

4.1. Procedure for declaring a claim

In the event of a claim, we will do our utmost to ensure *your* full satisfaction. Please report any claim to:

- *Your* broker whose contact details are listed in *your special terms and conditions*.
- Otherwise, to *us* at the following e-mail address: claims@eeckman-underwriting.com.

If *you* feel that *your* claim has not been dealt with properly and has not been indemnified equitably, *you* are also entitled to contact other bodies – such as *insurers*, the ombudsman or the regulatory authority. For *your* convenience their contact details are included on *our* website at www.eeckman-underwriting.com.

The *insurers* undertake to indemnify the *insured party* within a maximum period of 30 days following receipt of the release form completed and signed by the *insured party* and, as the case may be, the restitution of the *items* for which the *insured party* was indemnified.

4.2. Compensation terms for a claim

For individually listed *items*, the *insurers* indemnify at their discretion:

- Either the cost of repairs to the *items*, including possible *depreciation* observed after restoration, without, however, exceeding the *agreed value*.
- Or the *agreed value*.

For *items* not listed individually, the *insurers* indemnify on the basis of the purchase value of an equivalent *item* immediately before the claim, without exceeding the overall sum insured per rating section of *item* and the maximum sum insured per *item* described in *your special terms and conditions*. This value is agreed by mutual consent or, failing that, by a jointly appointed expert.

The certificate linked to a conceptual *item* is considered as forming part of the *item*.

4.3. Sets of *items*

In the event of *material damage* to one or more elements forming an *item*, the *insured party* may require compensation for the whole *set*, without exceeding the insured value of the whole *set*.

4.4. Deductible

If *you* have chosen to include a *deductible*, this will be deducted from the total compensation.

4.5. Ownership of an indemnified *item*

The *insurers* will become the owners of the *item* that they have fully indemnified in accordance with the procedure laid down in Article 4.2.

4.6. Recovery of a lost or stolen *item*

If an *item* is recovered after a claim, we will inform *you* in writing as soon as possible, to *your* last address provided to *us*.

In the event that *you*, the *insured party* or the beneficiary of the indemnity recover the indemnified *items*, *you*, the *insured party* or the beneficiary of the indemnity are to inform *us* in writing as soon as possible.

In both these cases, the *insured party* may buy back the *item* indemnified by the *insurers* within 90 days of receipt of the letter informing the *insured party* that the *items* have been recovered. The *insurers* will claim the indemnified amount, plus interest at legal rates.

The *insured party* or the beneficiary of the indemnity must produce its title deed to the item.

4.7. Exchange rate

Calculation of the premium is based on the reference currency listed in *your special terms and conditions*. All of the values will be converted into the reference currency. In the event of compensation, payment will be made in the original currency.

5. GENERAL PROVISIONS

The *insurers* will intervene only on the condition that *you* have fulfilled the obligations resulting from this contract.

For instance, if the prevention or maintenance measures imposed by this contract have not been respected, **the *insurers* reserve the right to refuse to pay any compensation to the *insured party* if such failure impacts the cause or the severity of the claim.**

5.1. Contract terms and conditions and payment of the premium

The contract is initially signed for the policy period referenced in *your special terms and conditions*. At the end of this period, the contract will or will not be renewed in accordance with the procedures mentioned in *your special terms and conditions*.

You have the obligation to settle the premium *we* ask of *you* within 30 days of the inception date, or the renewal date of *your* contract, if any.

Non-payment of the premium will have serious consequences. It will in fact result in the suspension of *your* cover or the cancellation of *your* contract in accordance with legal provisions.

5.2. Termination and renewal

The renewal terms for *your* contract are set out in *your special terms and conditions*.

In the event of renewal of *your* contract, *you* expressly authorise us to accept, in *your* name and on *your* behalf, the replacement of one *insurer* by one or more other *insurer(s)* at *your* contract's annual renewal. This potential change will be communicated to *you* through *your* annual premium payment request.

The contract can be terminated:

- By the *insured party* or the *insurer*, by registered letter sent to the other party:
 - ✓ On the main expiry date of the contract, subject to a fixed notice period established in *your special terms and conditions*.
- By the *insurer*, by registered letter to the *insured's* last known residence.
 - ✓ In the event of non-payment of the premiums (Article L.113.3 of the Insurance Code).
 - ✓ In the event of aggravation of the risk (Article L.113.4 of the Insurance Code).
 - ✓ In the event of omission or inaccuracy in the declaration of the risk at the time of subscription or during the course of the contract (Article L.113.9 of the Insurance Code).
 - ✓ In the event of disposal of the insured goods, or in the event of the death of the *insured*, within 3 months of the day on which the final beneficiary of the insured goods has requested the transfer of the policy to their name (Article L.121.10 of the Insurance Code).
 - ✓ After a claim, the *insured* then has the right to terminate the other contracts taken out by them with the *insurer* (Article R.113.10 of the Insurance Code).
- By the *insured*:
 - ✓ In the event of a decrease in risk during the course of the contract if the *insurer* refuses to grant a decrease in the amount of the premium to the *insured* (Article L.113.4 of the Insurance Code).

- By the purchaser or the *insured's* heir(s):
 - ✓ In the event of disposal of the insured goods, or in the event of the death of the *insured* (Article L.121.10 of the Insurance Code).
- As of right:
 - ✓ In the event of full withdrawal of the agreement by the *insurer* (Article R.326.12 of the Insurance Code).

In all instances of cancellation of the contract during the insurance period, the portion of the premium involving the insured period subsequent to the cancellation shall not be acquired by the *insurer*; it must be reimbursed to the *insured* if it has been prepaid.

However, this portion of the premium shall remain acquired by the *insurer* as compensation for cancellation in the event of cancellation as provided for non-payment of premium.

5.3. Special provisions for the insured as a natural person

- **Information on the deadline for terminating tacit renewal (Chatel law)**

Where this contract covers natural persons and is tacitly renewable, the deadline for the *insured* to exercise the right to terminate the contract must be reminded with each annual premium notice. Where this notice is sent to the insured less than 15 days before this date, or where it is sent after this date, the *insured* shall be informed with this notice that they have a period of 20 days following the date on which this notice is sent to withdraw from the renewal of the contract. In this case, the period of denunciation runs from the date shown on the postmark or certified by a time stamp meeting the requirements defined by decree.

Where this information has not been sent to them in accordance with the provisions of the previous paragraph, the *insured* may terminate the contract, without penalty, at any time after the renewal date by registered letter or e-mail to the *insurer*. Termination shall take effect on the day following the date shown on the postmark or the date of dispatch of the e-mail.

The *insured* shall pay the portion of the premium corresponding to the period during which the risk has run, calculated until the effective cancellation date. Where applicable, the *insurer* is to reimburse the *insured*, within 30 days of the effective cancellation date, the portion of the premium corresponding to the period during which the risk has not run, calculated from said effective date. In the event of failure to reimburse under these conditions, the sums due shall bear interest at the legal rate (Article L.113-15-1 of the Insurance Code).

- **Annual termination of tacitly renewable contracts (Hamon law)**

Where the present contract covers natural persons and is tacitly renewable, the *insured* may, at the end of a period of one year from the date of the first subscription, terminate this policy without cost or penalty. Termination will take effect 1 month after the *insurer* has been notified by the *insured*, by letter or any other durable medium. The right to cancel is repeated with each premium due notice.

Where the contract is terminated as provided for in the first paragraph, the *insured* is only expected to pay the portion of the premium corresponding to the period during which the risk is

covered, calculated until the effective cancellation date. The *insurer* is expected to reimburse the balance to the *insured* within 30 days of the cancellation date. In the event of failure to reimburse within this deadline, shall result in the sums due to the *insured* being increased with interest at the legal rate as of right.

- **Unilateral termination by the *insurer* (Hamon law)**

Where this contract covers natural persons, the unilateral termination of the contract by the *insurer* must, in all cases, be justified (Article L.113-12-1 of the Insurance Code).

5.4. Subrogation

The *insurers* are subrogated in the rights of the *insured* up to the amount of the indemnity they have paid the *insured*. The *insurers* undertake not to infringe on the right of the *insured* to claim their part of the damage that has not been compensated.

5.5. Coinsurance

The obligations of any *coinsurers* under this contract are several and not joint with other *insurers* party to this contract. An *insurer* is liable only for the proportion of liability it has individually underwritten. *Coinsurers* are not liable for other *coinsurers* who, for any reason whatsoever, do not fulfil some or all of their obligations. In the event of a claim, the *coinsurer* with the greatest share shall be considered the leading *insurer* and shall coordinate management of the entire claim on behalf of all the *coinsurers*.

5.6. Applicable taxes and fees

We are responsible for collecting, on behalf of the *insurers*, the legal taxes relating to the contract. You authorise us to increase the premium by any administrative fees.

5.7. Jurisdiction and applicable law

The relevant courts and laws are those referenced in *your special terms and conditions*.

The fact that a court might rule one of the clauses of the contract as not applicable will not affect the validity of the remaining clauses.

5.8. In the event of a difference of opinion

We shall make every effort to fully satisfy *you* in the execution of the terms and conditions of this contract. If, however, *you* should not agree with the application of this contract, *you* can refer to:

- *your broker*, as named in *your special terms and conditions*.
- *us*, at the following e-mail address: compliance@eeckman-underwriting.com.

If *your* complaint has not resulted in a satisfactory response within 30 days, *you* are entitled to contact other bodies - such as *insurers*, the ombudsman or the regulatory authority. Their contact details are provided for *your* convenience on *our* website at www.eeckman-underwriting.com.

5.9. Use of *your* personal data

In the course of *our* provision of services, *we* have to collect and process personal data about *you*.

We usually only process data that are strictly necessary for the conclusion and administration of the contracts that *you* wish to conclude.

Our office may also use *your* e-mail address to provide *you* with commercial information or to keep *you* informed of *our* activities through *our* newsletter. If *you* do not wish to receive commercial information from *our* office, *you* can object to its delivery at any time by sending a simple e-mail to data-protection@eeckman-underwriting.com, or by clicking on the “unsubscribe” link provided for that purpose at the bottom of the newsletter or relevant e-mail.

Besides the identification details that *you* provide *us* with by completing the insurance proposal form or during any other subsequent contacts with the *insurer*, *we* collect various personal data about *you* depending on the type of contract *you* wish to take out and the nature and size of the risk being insured.

The data that *we* process about *you* are the data *you* provide to *us* when taking out the contract. These data may be supplemented by and may overlap with the data provided to *us* by the health professionals who are asked to check *your* medical history, or the experts instructed by the *insurer* to assess the risk being insured or to prevent *fraud*. *Our* company only shares *your* data with the *insurer* who provides the policy *you* have taken out through *us* and to the other parties involved in the contractual process (experts and/or subcontractors). All other disclosures to third parties are subject to *your* express prior consent.

We retain *your* data during the term of the contract and for an additional period of 10 years after expiry of the contract, for purposes of archiving and financial administration, or to allow *us* to claim *our* rights in court where applicable, in the context of any objections by *you* or by a third party involving *your* contract.

Our company has taken appropriate technical and organisational steps under the supervision of *our* Data Protection Officer to ensure that *your* data are processed fully securely. In particular *we* ensure that within *our* organisation, access to *your* data is accessible solely to the people responsible for following up *your* contracts.

Our company is the primary data controller for *your* data. Should *you* have any questions about *our* confidentiality policy or wish to exercise one of *your* rights under the legislation on the processing of personal data, please send *your* request by post to *our* address or by e-mail to data-protection@eeckman-underwriting.com. Should *you* feel that *we* have not duly taken *your* rights into account, *you* may also inform the Data Protection Authority.

In *your* capacity as a data subject of the processing carried out by *our* company, *you* have the right to obtain all the relevant information from *us* on the data involving *you* that *we* process and also on the purpose of this data processing. Where applicable, *you* also have the right to amend *your* data if they are incorrect or to have *your* data deleted if they are no longer necessary for the purposes for which they were collected or processed. Other than in exceptional circumstances, requests for access, amendment, deletion or objection will be handled within one month of the request being received.

The *insurer* is considered to be a joint data controller for the processing of personal data involving *you*. For more detailed information about how the *insurer* uses *your* data, and to find out about *your* rights in relation to *your* data, please go to *our* website at www.eeckman-underwriting.com.

6. GLOSSARY

Accidental	: Sudden, involuntary, and unpredictable.
Act of terrorism	: A secretly planned action or threat of action for ideological, political, ethnic, or religious purposes, executed either individually or in a group, attacking persons or partially or totally destroying the economic value of a tangible or intangible <i>item</i> with the aim of intimidating the public, of creating a climate of insecurity or putting pressure on the authorities, or of impeding the normal operation and functioning of either a company or a service.
Agreed value	: The value per <i>item</i> agreed by mutual consent and included in the list of insured <i>items</i> . Except in the event of <i>fraud</i> , the <i>insurers</i> undertake never to challenge this value.
Deductible	: Amount of damage to be paid by <i>you</i> .
Depreciation	: Loss of the economic value of an <i>item</i> after restoration.
Fragile	: Any <i>item</i> that is likely to break or tear.
Fraud, fraudulent	: Any behaviour intended to deliberately mislead or harm.
Insured party/parties	: The natural person(s) or legal entity(ies) named in <i>your special terms and conditions</i> and in absence thereof, the holder(s) of the property right or usufruct over the insured <i>items</i> . For legal entities, this is understood to mean all their legal representatives.
Insurer(s)	: The insurance company(ies) referenced in <i>your special terms and conditions</i> .
Item(s)	: Any property of insured value, whether artistic or artisanal in nature, whether or not detailed in the inventory in <i>your special terms and conditions</i> , including <i>jewellery</i> and <i>watches</i> . Frames, pedestals and protective glass form part of <i>your items</i> . <i>Jewellery, watches, unmounted precious and semi-precious stones, solid silver, solid gold, platinum or silver-gilt not listed individually in the policy are excluded.</i>
Material damage	: Any material loss, disappearance, theft or deterioration of an <i>item</i> resulting from a single <i>accidental event</i> .
Set	: A series of <i>items</i> that artistically form a whole.
Special terms and Conditions	: Provisions customising these general terms and conditions to <i>your</i> specific circumstances. They shall prevail over these general terms and conditions.
You, your	: The policyholder, natural person or legal entity designated in <i>your special terms and conditions</i> , who signs the insurance contract, pays the premium and makes the statements.
We, us, our	: EECKMAN SERVICES SRL 11 Avenue Géo Bernier, Box 2 - 1050 Brussels, Belgium. FSMA N°: 48060 – CBE 0740573125 e-mail: contact@eeckman-underwriting.com acting as authorised representative for the <i>insurers</i>