



**BGL  
BNP PARIBAS**

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## **GENERAL TERMS AND CONDITIONS BGL BNP PARIBAS WORLD ELITE MASTERCARD INSURANCE/ASSISTANCE N°959-951**

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## LEGAL FRAMEWORK

### 1. IMPORTANT INFORMATION

- Europ Assistance shall not replace local emergency relief organisations.
- Inform Us as soon as possible in case of Medical Emergency or if You are hospitalized.
- Claims arising from, or related to, any Pre-existing Medical Condition(s) are not covered.
- You are not covered when You are travelling against the advice of a Medical Practitioner (or would be travelling against the advice of a Medical Practitioner had You sought his/her advice).
- You are not covered when You are travelling with the intention of obtaining medical treatment or consultation Abroad.
- You are not covered if You have any undiagnosed symptoms that are likely to require medical attention or tests in the future (that is, symptoms for which You are awaiting medical tests, test results or consultations, where the underlying cause has not been established).
- If You experience an injury, illness, loss, theft or damage, You shall call Europ Assistance immediately on (+352) 27 30 21 33 to request assistance or report any loss, theft or damage.
- In the event of Curtailment necessitating Your early return Home, You shall contact Europ Assistance. The service is available 24 hours a day, 365 days a year to provide You advice and assistance with Your return Home. Europ Assistance will arrange Your transport Home when You are notified of the serious illness, imminent demise, or death of a Close Relative at Your Home.
- The laws of Your Country of Residence will govern these benefits unless We have specifically agreed otherwise in writing.
- You are covered for Trips of up to 30 consecutive days and a maximum total of 180 days outside of the Country of Residence in any 12-month period. Trips shall begin and end in the Country of Residence. Trips using one way or open tickets are not covered unless the outbound and inbound tickets for travel Abroad were purchased before the Trip begins. If travel tickets are not required, You shall provide evidence that the entire Trip falls within the Period of Coverage.
- In order to receive benefits under Section A – Trip Cancellation or Curtailment Charges, 30% of the full cost of Your Trip (costs for accommodation and/or transportation) shall be charged to Your Covered Card.
- You will only be covered for the following benefits if 100% of the total cost has been charged to the Covered Card: Section M – Purchase Protection, Section N – Extended Warranty and Section P – Online Purchases – cover for Eligible Items purchased with the Covered Card and Section O – Missed Event Benefit – when the event Ticket is paid with the Covered Card.

### 2. IMPORTANT LIMITATIONS UNDER SECTION A – TRIP CANCELLATION OR CURTAILMENT CHARGES

In the case of an event that results in Trip Curtailment and Your return Home, You shall contact Europ Assistance. The service is available 24 hours a day and 365 days a year to provide You with advice and assistance for Your return Home.

This policy will not cover any claims falling under Section A – Trip Cancellation or Curtailment Charges arising from, or related to, any Pre-existing Medical Condition(s) known to You before these benefits took effect or before the Trip booking date (whichever is the most recent) and which affects any Close Relative, travelling companion who is not insured under the policy, or any person with whom You have arranged to reside with while on a Trip if:

- They had received a terminal diagnosis prior to the commencement of the policy or prior to booking any Trip (whichever is the most recent); or
- They were on a waiting-list for, or had knowledge of the need for, surgery, in-patient treatment or investigation at any hospital or clinic at the commencement of the policy or prior to booking any Trip (whichever is the most recent); or
- During the 90 days immediately prior to the commencement of the policy or prior to booking of any Trip (whichever is the most recent) they had required surgery, in-patient treatment or hospital consultations

### 3. TABLE OF BENEFITS

The compensation amounts are indicated per Beneficiary and per Trip, unless otherwise indicated.

Section A – Cancellation or Curtailment Charges	
Cancellation or Curtailment	EUR 5,000
Maximum for all beneficiaries travelling together	EUR 20,000
Section B – Missed Departure/Missed Connection	
More than 4 hours	up to EUR 250
Section C – Delayed Departure	
Maximum for all beneficiaries travelling together after delay of 4 hours for scheduled flight, 6 hours for charter flight and 2 hours for a long-distance train	up to EUR 500
Maximum additional payment after 24 hours delay for all beneficiaries travelling together	up to EUR 250
Section D – Personal Belongings and Baggage Delay	
Personal Belongings, maximum per incident	up to EUR 1,000
- Excess per person and per incident	EUR 125
Theft of Personal Belongings in a hotel room or a Rental Vehicle, maximum amount per year	EUR 3,000
Baggage delay, after 8 hours, maximum amount for all beneficiaries travelling together	EUR 50 per hour up to EUR 1,000
Travel to replace lost or stolen passport, identity card or visa	up to EUR 400
Section E – Travel Accident Abroad	
Travel accident maximum	up to EUR 500,000
- Accidental death, (age 18 to 70)	EUR 500,000
- Accidental death, (age 5 to 17)	EUR 20,000
- Accidental death, (age 4 and under)	EUR 10,000
- Permanent Total Disability	EUR 500,000
Maximum per event	EUR 5,000,000
Section F – Personal Liability Abroad	
Personal liability, maximum per incident	EUR 1,000,000
Bodily Injury	EUR 1,000,000
Material damage	EUR 30,000
Section G – Rental Vehicle – CDW (Collision Damage Waiver)	
Maximum per Trip	EUR 10,000
Section H – Travel Advice	
Travel advice	Included
Section I – Travel Assistance	
Advance of bail bond, maximum	EUR 15,000
Advance of lawyers' fees, maximum	EUR 5,000
Medical assistance	Included
Lost baggage assistance	Included
Delivery and replacement of Personal Belongings	Included
Delivery of essential medicine	Included
Section J – Medical Assistance, Emergency Medical and Other Expenses Abroad	
Advance of hospitalisation expenses Abroad	EUR 100,000
Additional reimbursement of medical expenses Abroad	EUR 20,000 EUR 700
- Emergency dental care	
Transportation and repatriation expenses	Included
Visit of a Close Relative	EUR 150 per night, max. 10 nights + Economy class transportation
Extended stay of Beneficiary/companion	EUR 250 per night, max. 10 nights
Funeral expenses and repatriation of mortal remains	up to EUR 4,500
Replacement driver to repatriate your vehicle	EUR 100 per night, max. 3 nights + Economy class transportation

Return Trip home of children	EUR 150 per night, max. 3 nights + Economy class transportation
<b>Section K – Winter Sports</b>	
Ski Equipment	
– Equipment that You own	EUR 1,000
- Hired	EUR 750
- Single article limit	EUR 500
Ski hire, maximum	EUR 500
- per day	EUR 50
Ski Package, maximum	EUR 500
– Maximum per day	EUR 50
Ski rescue	EUR 15,000
Piste closure, maximum	EUR 500
- per day	EUR 50
<b>Section L – Golf Equipment</b>	
Golf Equipment	EUR 1,000
- Single article limit	EUR 300
Golf liability	EUR 1,500,000
<b>Section M – Purchase Protection</b>	
– Limit per 365-day period	EUR 10,000
– Limit per incident	EUR 5,000
– Single article minimum limit	EUR 50
<b>Section N – Extended Warranty</b>	
Maximum per event	EUR 5,000
– minimum purchase price per item	EUR 150
<b>Section O – Missed Event Benefit</b>	
Maximum per event and per 365-day period	EUR 500
Maximum per ticket	EUR 125
<b>Section P – Online Purchases</b>	
Maximum per 365-day period	EUR 7,500
Maximum per item	EUR 2,500
Minimum purchase amount	EUR 50

## 4. INTRODUCTION

This document does not constitute an insurance contract. It constitutes the General Terms and Conditions which summarise the terms in force, the scope of the benefits and the process for filing a claim under the insurance contract that BGL BNP Paribas has signed with Europ Assistance for the benefit of the BGL BNP Paribas World Elite MasterCard Cardholder.

BGL BNP PARIBAS S.A. – 50 avenue J.F. Kennedy, L-2951 Luxembourg – R.C.S. Luxembourg: B 6481 – TVA LU 10875081, is the only Policyholder of the insurance contract and possesses inherent rights under this contract against the Insurer.

You shall comply strictly with the terms and conditions mentioned in the General Terms and Conditions in order to benefit from it.

### ELIGIBILITY

The benefits summarised in this document are dependent upon You being a valid BGL BNP Paribas World Elite MasterCard Cardholder at the time of any incident giving rise to a claim.

### INSURER

The benefits under this policy are subscribed to Europ Assistance, a company governed by the Insurance Code, Société Anonyme with a capital of € 35,402,786, 451,366,405 RCS Nanterre, whose registered office is 1 Promenade de la Bonnette, 92230 Gennevilliers, also acting in the name and on behalf of its Irish branch, whose business name is EUROP ASSISTANCE SA IRISH BRANCH and whose principal place of business is at 4th Floor, 4-8 Eden Quay, Dublin 1, D01 N5W8, Ireland, registered in Ireland under license No 907089.

Hereinafter referred to as “Europ Assistance” or “the Insurer”.

These General Conditions are subscribed through SPB, a simplified joint stock company with a capital of € 1,000,000, having its registered office at 71 Quai Colbert - 76600 Le Havre, registered at the RCN du Havre under the N ° 305 109 779 and to the ORIAS (www.orias.fr) under n ° 07 002 642, and subject to the control of the Prudential Control and Resolution Authority, 61 rue Taitbout 75436 Paris Cedex 09.

Europ Assistance delegates insurance claims management to SPB.

## 5. DEFINITIONS

Any word or expression to which a specific meaning has been attached will bear the same meaning throughout these General Terms and Conditions, unless otherwise noted, and is displayed capitalized.

### Abroad

The term Abroad means the whole world except Your Country of Residence.

### Adverse Weather Conditions

– rain, wind, fog, thunder or lightning storm, flood, snow, sleet, hail, hurricane, cyclone, tornado or tropical storm which is not caused by or has not originated from a geological event (such as an ash cloud) or a catastrophic event such as but not limited to an earthquake, volcano or tsunami.

### Bodily Injury

– an identifiable physical injury caused by a sudden, external, unexpected specific event. Injury as a result of Your unavoidable exposure to the elements shall be deemed to be a Bodily Injury.

### Cardholder

– holder of a BGL BNP Paribas World Elite MasterCard Card, being valid at the time of the incident.

### Close Relative

– mother, father, sister, brother, spouse, partner or fiancé/fiancée or Common-Law Partner (any couple, including same-sex, in a common-law relationship living permanently at the same address) daughter, son, (including adopted daughter or son), grandparent, grandchild, parent- in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, step- parent, step-child, step-sister, step-brother, foster child, legal guardian, or legal ward of the Cardholder.

### Complications of Pregnancy

– the following unforeseen Complications of Pregnancy as certified by a Medical Practitioner which first arise after departing on Your Trip: toxemia; gestational hypertension; pre-eclampsia; ectopic pregnancy; hydatidiform mole (molar pregnancy); hyperemesis gravidarum; ante partum haemorrhage; placental abruption; placenta praevia; post-partum haemorrhage; retained placenta membrane; miscarriage; stillbirths; medically necessary emergency Caesarean section/medically necessary termination; and any premature births or threatened early labour more than 8 Weeks (or 16 Weeks in the case of a multiple pregnancy) prior to the expected delivery date.

### Country of Residence

– the country in which You legally reside.

### Europ Assistance

– The service provider organized by EUROP ASSISTANCE, a company governed by the Insurance Code, a public limited liability company with a capital of €35,402,786, 451,366,405 RCS Nanterre, whose registered office is located at Promenade de la Bonnette, 92230 Gennevilliers, Also, in the name and on behalf of its Irish branch, whose business name is EUROP ASSISTANCE SA IRISH BRANCH and whose principal place of business is at 4th Floor, 4-8 Eden Quay, Dublin 1, D01 N5W8, Ireland, registered in Ireland under the certificate N ° 907089.

– The medical services specified in sections I and J are organized by Europ Assistance Luxembourg, an insurance company authorized to provide assistance (branches 13, 16 and 18), a Luxembourg branch of Europ Assistance Belgium SA, established 12 rue Léon Laval at L-3372 Leudelange.

### Covered Card

– BGL BNP Paribas World Elite MasterCard Card, being valid at the time of the incident.

### Curtailment/Curtail Your Trip

– interrupting Your Trip in order to return to Your Home, after We have authorised Your return for a covered event.

### Europ Assistance

– the service provider, arranged by Europ Travel Insurance, 10/11 Mary Street, Dublin 1, Ireland (company number 426087).

### Golf Equipment

– golf clubs, golf balls, golf bag, golf trolley and golf shoes forming part of Your baggage.

### Home

– Your normal place of residence in Your Country of Residence.

### Loss of Limb

– loss by physical severance, or the total and irrecoverable permanent loss of use or function of, an arm at or above the wrist joint, or a leg at or above the ankle joint.

### Loss of Sight

– total and irrecoverable Loss of Sight in one or both eye(s); this is considered to have occurred if the degree of sight remaining after correction is 3/60 or less on the Snellen scale. (This means being able to see at 3 feet or less what You should see at 60 feet.)

### Medical Condition(s)

– any medical or psychological disease, sickness, condition, illness or injury that has affected You or any Close Relative while on Your Trip.

### Medical Emergency

- a bodily injury or sudden and unforeseen illness suffered by You while You are on a Trip and in relation to which a registered Medical Practitioner tells You that You need immediate medical treatment or medical attention.

### Medical Practitioner

- a legally licensed member of the medical profession, recognised by the law of the country where treatment is provided and who, in rendering such treatment, is practising within the scope of his/her licence and training, and who is not related to You or any travelling companion.

### Our/We/Us

- Europ Assistance, a company governed by the Insurance Code, a limited liability company with a capital of € 35,402,786, 451,366,405 RCS Nanterre, whose registered office is located at 1, promenade de la Bonnette, 92230 Gennevilliers, also acting on behalf of and for the Ireland, registered in Ireland under license No. 907089, with the name of its Irish branch, whose trade name is EUROP ASSISTANCE SA IRISH BRANCH, whose principal place of business is at 4th Floor, 4-8 Eden Quay, Dublin 1, D01 N5W8,

- Hereinafter referred to as "Europ Assistance" or "the Insurer".

### Pair or Set

- Items forming part of Your baggage associated because they are similar, complementary or used together.

### Period of Coverage

- the cover shall end when the card account is closed or when these benefits are terminated or expire.

Cover begins for any Trip commencing on or after 20/02/2014. Eligible Items purchased after 20/02/2014 are covered under Section M – Purchase Protection, Section N – Extended Warranty, and Section P – Online Purchases. Event tickets purchased after 20/02/2014 are covered under Section O – Missed Event Benefit.

You are covered for Trips of up to 30 consecutive days with a maximum of 180 days outside of the Country of Residence in any 12-month period. Trips shall begin and end in the Country of Residence.

Under Section A – Cancellation, cover shall be effective from the time You book the Trip and ceases upon commencement of Your Trip. For all other sections of the Table of Benefits, the benefits commence when You leave Your Home or hotel, or Your place of business (whichever is the later) to commence the Trip and terminate at the time You return to Your Home, hotel or place of business (wherever You arrive first) on completion of the Trip.

### Extension to the Period of Coverage

The Period of Coverage is automatically extended for the duration of the delay in the event that Your return to Your Country of Residence is unavoidably delayed due to an event covered by these General Terms and Conditions.

### Permanent Total Disability

- disability which, having lasted for a period of at least 12 consecutive months from the date of occurrence will, in the opinion of an independent qualified specialist, prevent You from engaging in, or giving any attention to, any business or occupation for the remainder of Your life.

### Personal Belongings

- luggage, clothing, personal effects and other articles, which belong to You and are worn, used or carried by You or that were purchased by You during Your Trip.

### Policyholder

- BGL BNP Paribas, 50 avenue JF Kennedy, L-2951 Luxembourg.

### Pre-existing Medical Condition(s)

- any past or current Medical Condition that during the 12 months prior to the commencement of cover under these General Terms and Conditions and/or prior to any Trip:
  - has resulted in symptoms; or for which:
  - any form of treatment or prescribed medication;
  - advice of a medical professional; or investigation
  - or follow-up/check-up has been required or received. No claim arising from, or related to, any Pre-existing Medical Condition(s) will be covered.

### Public Transport

- any publicly licensed aircraft, sea vessel, train or coach for which You are booked to travel.

### SPB

- SPB, registered with ORIAS under the number 07 002 642 ([www.orias.fr](http://www.orias.fr)), is the broker manager mandated by the Insurer to carry out the management of this contract. SPB is Your preferred contact for all information related to Your insurance contract or the events that arise from it.

### Ski Equipment

- skis (including bindings), ski boots, ski poles, snowboards and helmets.

### Ski Package

- ski lift pass, ski school fees and hired Ski Equipment, all prepaid.

### Strike or Industrial Action

- any form of Industrial Action which is carried out with the intention of stopping, restricting or interfering with the production of goods or provision of services.

### Table of Benefits

- schedule appearing on page 2 listing the amounts of compensation.

### Terrorism

- an act, including but not limited to the use of force or violence and/or the threat thereof, carried out by any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisations(s) or governments, committed for political, religious, ideological or similar purposes with the intention of influencing any government or putting the public, or any section of the public, in fear.

### Trip

- any journey for business or leisure purposes worldwide, during the Period of Coverage. Trips using one way or open tickets are not covered unless the outbound and inbound tickets for travel Abroad Were purchased before the Trip begins.

A Trip solely within Your Country of Residence is only covered where You are travelling more than 20 kilometres from Home and have pre-booked at least two nights' accommodation in a hotel, motel, holiday camp, bed and breakfast, holiday cottage or similar accommodation rented for a fee.

Cover for benefits in Section E – Travel Accident Abroad, Section F – Personal Liability Abroad, Section G – Rental Vehicle – CDW (Collision Damage Waiver), Section I – Travel Assistance and Section J – Medical Assistance, Emergency Medical is excluded in the Country of Residence.

### Unattended

- when You are not in full view of and not in a position to prevent unauthorised interference with Your property or vehicle.

### Valuables

- jewellery, precious metals or precious stones or items made from precious metals or precious stones, watches, furs or leather articles; photographic, audio, video, computer, television, games, and telecommunications equipment (including CD's, DVD's, tapes/cassettes, films, cartridges, memory devices and headphones); telescopes or binoculars; mobile phones, laptops, tablets and notebooks; e-readers or MP3/4 players and any other item with a purchase price of EUR 500 or more.

### You/Your/Yourself/Beneficiary

- the Cardholder and
  - his/her spouse or legal partner (any couple, including same-sex, in a common-law relationship living permanently at the same address).
  - his/her unmarried children – or the children of his/her spouse or legal partner – aged under 19, or aged 19-25 if in full-time education, who are legally and financially dependent (according to the regulations of the Country of Residence) on the Cardholder; all living in the Country of Residence;
  - his/her mother; father or parent-in-law living with the Cardholder at the same address; all travelling on a Trip.

### Wear and Tear

Depreciation of the value of property caused by the time, use or maintenance conditions on the day of the loss.

## 6. REQUESTS FOR ASSISTANCE

### Contact Europ Assistance by phone at: (+352) 27 30 21 33

In the case of a Medical Emergency that could result in hospitalisation or before arrangements are made for repatriation or in the case of an event causing Trip Curtailment and Your return Home, You need assistance or if You shall incur medical costs of more than € 500 per claim, You shall contact Europ Assistance (all costs incurred by a benign Bodily Injury shall be borne by You and then be subject to A claim for compensation). This service is available 24 hours a day, 365 days a year, to provide You with advice, assistance, organizing Your hospitalization, Your repatriation and to cover medical expenses. If You are unable to contact Us because Your condition requires urgent and immediate care, You should contact Europ Assistance as soon as possible. Care in private facilities is not covered unless specifically authorized by Europ Assistance.

### MEDICAL ASSISTANCE

Europ Assistance has the medical knowledge, contacts, and networks of providers to help You, whether You are injured in an accident or ill.

### MANAGEMENT OF MEDICAL EXPENSES ABROAD

If You are admitted to a hospital structure outside Your Country of Residence, Europ Assistance may make the necessary arrangements to pay directly to this hospital structure the medical expenses covered by this policy. In order to benefit from this service, a person shall contact Europ Assistance for You as soon as possible.

For simple consultations, You will have to pay the clinic or hospital Yourself and ask for refund upon Your return to Your Country of Residence. Be particularly careful about the excessive care and amounts that You may be allowed to authorize. If You are in doubt about the care and amounts You would like to charge You, contact Europ Assistance so that We can guide You.

## 7. RECIPROCAL HEALTH AGREEMENTS

### EUROPEAN UNION, EUROPEAN ECONOMIC AREA AND SWITZERLAND

- Before traveling to a country of the European Union, the European Economic Area or Switzerland, We recommend that You apply for a European Health Insurance Card. This card allows You to benefit from certain provisions concerning free or reduced medical cover in the European Union, the European Economic Area or in Switzerland.

## 8. GENERAL CONDITIONS

You shall comply with the following conditions in addition to the points listed in the SPECIAL CONDITIONS in Sections A to P below, in order to benefit from the full coverage provided by the provisions of the table of warranties. If You do not fulfil these conditions, We may be entitled to refuse Your claim for compensation or to reduce the compensation paid to You.

1. You are covered for Travel up to 30 consecutive days. Coverage is limited to a total of 180 days outside the Country of Residence over a 12-month period. Travel shall begin and end in the Country of Residence. Travel by way of one-way or open tickets is not covered unless travel tickets to or from the foreign country have been purchased prior to the start of travel. If travel tickets are not required, You shall provide proof that the entire Travel is within the Period of Coverage.
2. Section A - Cancellation or Travel Curtailment Charges: You will be required to pay 30% of the total cost of Your Travel (transportation and / or accommodation) with Your Covered Card.
3. You will be covered by the following warranties only if 100% of the total cost has been paid with the Covered Card: Section M - Purchase Insurance, Section N - Extended Warranty and Section P - Internet Shopping - Coverage for Eligible Items Purchased with the Covered Card and Section O - Missed Event Warranty - when the event ticket is paid using the Covered Card.
4. You shall take every precaution and care to protect You from accidents, illnesses or injuries and to prevent Your property from being lost, stolen or damaged. You shall act as if You Were not covered, take steps to reduce Your losses as much as possible and take reasonable steps to prevent any subsequent loss and to recover Your missing property.
5. In the case of an event that causes Trip Curtailment and Return to Your Home, You shall contact Europ Assistance. This service is available 24 hours a day and 365 days a year in order to give You advice and assistance for Your return Home. Europ Assistance organizes Your transport to Your Home when You have been informed of a serious illness, imminent death or death of a Close Relative in Your Country of Residence.
6. You shall inform Us as soon as possible in the event of a Medical Emergency or if You are hospitalized (all costs incurred by a benign Bodily Injury shall be borne by You and then be the subject of a claim to Your return).
7. We request that You inform Us within 28 days of Your discovery of any claim or loss leading to a claim other than a claim for compensation referred to in the point above, and to return to Us as soon as possible Your completed claim form and any additional information.
8. You shall report any incidents to the local police in the country where the incident occurred and establish a report of the crime or theft of property with an incident number.
9. You shall not abandon any property before We have taken care of or discarded any damaged property as it is possible that We need to see it.
10. You or Your legal representatives shall provide at Your expense all information, evidence, medical certificates, original invoices, receipts, reports, assistance that may be required, including information concerning other insurance policies that may Cover the loss. We may refuse to indemnify You for expenses for which You are unable to provide receipts or invoices. Please keep copies of all documents You send to Us.
11. You shall not accept, refuse, settle, reject, negotiate or make any provision regarding a claim without Our permission.
12. You shall also promptly send Us any summons or summons, claim letter or other document relating to this claim.
13. In the event of a claim for compensation and if We request it, You shall agree to be examined by a Medical Practitioner of Our choice, at Our expense. If You die, We may also be required to request a post-mortem examination at Our expense.
14. If We provide transportation or settle Your claim for compensation and as a result, You have an unused ticket (s), You shall return these tickets to Us. Failing to do so will result in Our deduction of the price of such notes from any amount paid to You.
15. We have the right, if We choose it, in Your name but at Our expense, to:
  - a. Resume the defence or conclusion of any claim for compensation;
  - b. Institute legal proceedings on Your behalf to receive compensation from a third party for Our own benefit or to recover from a third party any payment already made;
  - c. Take any measure to recover any lost property or any property You think You have lost.

16. If You or any person acting for You in any respect attempt to procure funds, information or other property by deception or any other unlawful means, including false declaration or wilful misconduct, including misrepresentation or wilful misconduct in order to misrepresent the actual situation, this Table of Guarantees will be null and void. We may notify the police authorities and You will have to refund to Us any amount already collected under the Schedule of Benefits.

17. If We make a refund or pay compensation for a benefit for which You are not covered, You will be required to repay the refund or indemnity within one month of Our rebate application.

18. We will endeavour to apply the full range of services in all circumstances, as stated in the General Conditions. Remote geographic areas or unpredictable conditions in the local environment may prevent the provision of the normal level of service.

19. Whenever We may be entitled to claim damages or sums that We have paid or disbursed under the guarantees provided for in these terms and conditions, You shall assist Us in the redemption procedures We will incur. We will cover all costs associated with this process. You will agree not to undertake any action, which could prejudice this remedy with respect to other insurances. You agree to keep Us informed if You take steps to obtain compensation for a guarantee indemnified or paid by Our care. If You receive compensation for any of these warranties. It shall be returned to Us for the reimbursement of the sums We have disbursed on this guarantee.

20. If You have more than one BNP Paribas BGL card, You can claim only one indemnity on the basis of the highest compensation, since the amounts of compensation cannot be cumulated.

## 9. GENERAL EXCLUSIONS

These exclusions apply to all of the guaranties in Your Table of Benefits, in addition to the items listed in the section What Is Not Covered in sections A to P below. We will not pay any claims compensation arising directly or indirectly from:

1. Any Pre-existing Medical Condition(s).
2. War, invasion, acts of an enemy Foreign, hostilities or warlike operations (whether declared or not), civil war, rebellion, acts of Terrorism, revolution, Insurrection, disturbances of public order when they take the proportions of an uprising, a military coup d'état or the usurpation of power. However, this exclusion does not apply to expenses covered under Section J - Medical Assistance, Emergency Medical and Other Expenses Abroad and Section E - Accidents Abroad, of a nuclear, chemical or biological attack or that of disturbances already existing when You started Your Trip.
3. Ionizing radiation or contamination by radioactivity from any nuclear fuel or waste, nuclear fuel combustion or radioactivity, toxicity, explosion or other hazardous occurrence emanating from nuclear sources.
4. The loss, destruction and damage directly caused by the pressure waves of aircraft and any other flying aircraft reaching the speed of sound or supersonic.
5. Your participation in manual or sporting activities, except for the following: work in a bar, restaurant or cottage, as a waiter, housekeeper, au pair or babysitter, and light manual activity (Excluding the use of cutting tools, power tools and machines), air transport except as a paying passenger of aircraft Authorized for the carriage of passengers, the use of two- or three-wheeled vehicles unless You hold a driver's license issued by Your Country of Residence authorizing the use of this type of vehicle, and if You and Your passengers all carry Helmets, the practice of a profession of shows.
6. Any claims relating to: sporting activities on board any motorized device on land, water or air, or when You are thrown by one of these machines or jump from one of these devices; Sports involving jumps or falls from a fixed or mobile point with or without equipment; canyoning ; Speleology; Underwater diving; Ball-trap; Cliff diving or jumping; Combat sports; Deep sea fishing, (Except as a passenger who has paid the fee for a passenger aircraft license); Horse racing; Hot air balloon; hunting ; Hunting on horseback; All climbing that uses ice axes, ropes, cables, harnesses, hoisting carabineers or carabineers; Motor gatherings; climbing ; Diving at over 30 meters; Diving on a wreck; Tour operated safari (where You or any other tourist will be armed with rifles); The use of Weapons including rifles; Sailing or yachting more than 20 nautical miles from the nearest coast; Rafting, canoeing in open water or in the open sea; ski jumping ; Bobsleigh; Ski racing and off-piste skiing without a guide. All team and competitive sports organized in a professional capacity or in the context of a competition (including training) or sports subject to arbitration; The race (except on foot); Speed, performance and endurance sports.
7. Any claim resulting from Your suicide or attempted suicide; of a wound that You would have deliberately caused Yourself; taking any medication not prescribed by a licensed Medical Practitioner, addiction to a drug, abuse of solvents, drugs or alcohol, or behaviour under the influence of drugs, solvents or alcohol.
8. Unwarranted exposure to danger (except when saving human life).
9. Any claim resulting from Your involvement in a fight, except to defend You.
10. Your Travel undertaken against any sanitary prescriptions stipulated by the carrier, it's representatives or any other provider of Public Transport.
11. Your unlawful conduct or any criminal proceedings against You.



12. Claims for which You are entitled to compensation under another insurance contract, including amounts You may be able to recover from third parties, except in the case of amounts in excess of the expected coverage by such other insurers or third parties, if the guarantees referred to herein have not been subscribed.
13. Any other loss, damage or other expense arising out of the claim for which You are claiming compensation. Such additional losses, damages or expenses include, but are not limited to, the costs of preparing a claim, loss of income, loss or cost of interruption of Your business, disruption, a seizure, or loss of pleasure or leisure.
14. Operations as personnel of the armed forces.
15. Your Travel to a country or area for which the Ministry of Foreign Affairs of Your Country of Residence or the World Health Organization formally advise against travel.
16. Any expenses which You would have paid or You would have had to pay if the claim for compensation did not occur.
17. Any situation of which You are aware prior to the reservation of Your Trip or Departure, as the case may be, and which could reasonably cause You to declare a claim under these Terms and Conditions.
18. Costs of telephone calls or faxes, meals, taxi fares (with the exception of the taxi costs incurred for the initial journey to a hospital Abroad due to Your illness or injury), newspapers, laundry costs, or interpreters' fees.
19. A Medical Condition for which You do not take the recommended treatment or prescription as directed by a Medical Practitioner.
20. Coverage under Section E Guarantees - Accidents Abroad, Section F - Civil Liability Abroad Section G - Rental Vehicle - Collision Damage Waiver (CDW), Section I - Assistance to Travellers and Section J - Medical assistance, Emergency Medical and other expenses Abroad are excluded in the Country of Residence.

## 10. SECTION A – TRIP CANCELLATION OR CURTAILMENT CHARGES

**You shall always contact Europ Assistance before curtailing your trip by calling (+352) 27 30 21 33.**

To benefit from this guarantee, You shall pay 30% of the cost of Your Travel (transport and/or accommodation costs) with Your Covered Card.

### WHAT IS COVERED

We will reimburse You, up to the maximum amount per Trip shown in Your Table of Benefits, for all Beneficiaries traveling together, unused and non-recoverable benefits and other prepaid or payable charges and any additional charges remaining to You in case of:

- (a) cancellation or necessary and unavoidable change of travel;
- or
- (b) Trip Curtailment before its expiry.

### CANCELLATION

Provided that the Trip Curtailment is necessary and inevitable following the occurrence of one of the following events, to the extent that it is independent of Your will, and that You Were not aware of it at the time You booked Your Travel:

1. Medical Emergency or unexpected death for You or a Close Relative.
2. Serious damage caused by fire, explosion, storm, flood, subsidence, malicious persons or burglary, which occurred at Your principal or secondary residence (or business premises) which requires You to remain at Your Home. This damage shall have occurred for the first time within 30 days prior to the scheduled departure date and Your presence is required by the police or gendarmerie.

### CURTAILMENT

We will reimburse You, up to the maximum amount indicated in the Table of Benefits:

- a. Unused and unrecoverable transportation or accommodation costs;
- b. Freight charges and any other prepaid expenses that You have paid or are contractually bound to Pay;
- c. Reasonable additional travel expenses incurred;

As soon as Your Trip is curtailed before its scheduled end due to the occurrence of one of the following events, insofar as it is independent of Your will, and You Were not aware of it at the time You reserved Your Trip:

1. Medical Emergency or unexpected death of You or a Close Relative.
2. Your dismissal for economic reasons (which entitles You to allowances in accordance with the laws in force in the Country of Residence and of which no one could suspect the occurrence of at the time of departure on Your Trip).
3. Serious damage caused by fire, explosion, storm, flood, land subsidence, malicious persons or theft at Your main or secondary residence (or business premises), and which requires You to return to Your Home.

### SPECIAL CONDITIONS

You shall obtain:

1. A medical certificate from the Medical Practitioner, as well as the prior approval of Europ Assistance to confirm the need to return to Your Home before interrupting Your Trip,

2. If You cancel late or You do not cancel Your Trip with Your travel agency, tour operator or hotel or transport provider, as soon as You become aware of an event that warrants Curtailment of Your Trip, We can only compensate You for the cancellation fees that are due if You did not cancel or had not cancelled late.
3. If You cancel the Trip due to a Medical Emergency, You shall provide a medical certificate from the Medical Practitioner treating the injured / ill person, stating that this necessarily and reasonably prevented You from traveling.
4. You shall contact Us so that We may organize Your return in case of Trip Curtailment.

In the event of a Trip Curtailment claim, compensation will be calculated on a pro rata basis from the date You returned to Your Home in Your Country of Residence.

## IMPORTANT LIMITATIONS UNDER SECTION A – TRIP CANCELLATION OR CURTAILMENT CHARGES

Claims for Section A – Trip Cancellation or Curtailment Charges are not covered for claims arising out of or in connection with any Pre-existing Medical Condition(s) brought to Your knowledge prior to the date of acquisition of the policy or the date of the travel reservation (the most recent date), regarding a Close Relative, traveling companion, who is not insured under the policy or any person with whom You have agreed to Reside during the Trip insofar as:

1. they would have been diagnosed with a terminal illness before the policy took effect or before a Trip was booked (the most recent date is selected); or
2. they were on a waiting list or were aware of the need for surgery, hospitalization or examination in any hospital or clinic at the effective date of the policy or prior to making any Trip reservation (the most recent event being selected); or
3. During the 90 days prior to the commencement of the policy or prior to any reservation of a Trip (the later event being retained), these persons required surgery, hospitalization or hospital consultation.

### WHAT IS NOT COVERED

1. Any claim arising from, or related to, Your Pre-existing Medical Condition(s).
2. The cost of recoverable airport charges and levies.
3. Any costs incurred because You did not contact Europ Assistance to make the necessary travel arrangements, immediately when You knew that Your Trip was to be Curtailed.
4. Any claims arising directly or indirectly from redundancy caused by or resulting from misconduct leading to Your dismissal or from Your resignation or voluntary redundancy or where a warning or notification of redundancy was given to You prior to the date these benefits became effective or the time of booking any Trip (whichever is the later).
5. Any claim arising directly or indirectly from circumstances known to You prior to the date these benefits became effective or the time of booking any Trip (whichever is the later) which could reasonably have been expected to give rise to cancellation or Curtailment of the Trip.
6. Any costs paid for using any airline mileage reward scheme, for example Air Miles or any card bonus point schemes, any Timeshare, Holiday Property Bond or other holiday points scheme and/or any associated maintenance fees.
7. Any claim arising from pregnancy or childbirth unless certified by a Medical Practitioner as necessary due to unforeseen complications which commence after the date these benefits became effective or after booking any Trip, whichever is the later.
8. Any costs incurred when You do not get a medical certificate from the treating Medical Practitioner at Your place of incident, explaining why it is deemed medically necessary to return early to Your Country of Residence.
9. Any claim resulting from Your inability to travel due to lack of possession, receipt or presentation of a valid identity card or passport or any required visas.

## 11. SECTION B – MISSED DEPARTURE/MISSED CONNECTION

### WHAT IS COVERED

We will reimburse You up to the amount shown in the Table of Benefits for reasonable food and beverage costs, hotel costs (lodging only) and transport costs paid by You to reach Your final destination Abroad as Well as connecting flights outside of Your Country of Residence if You arrive late at Your check-in point for the schedule international Public Transport for which You booked the initial part of Your Trip as long as this results from:

1. the breakdown of another scheduled Public Transport; or
2. an accident involving or breakdown of the vehicle in which You are travelling;

and the carrier does not offer You comparable travel within four hours of the scheduled time or within four hours of the actual arrival time of a connecting flight.

### SPECIAL CONDITIONS

1. You shall allow sufficient time for the scheduled Public Transport or other transport to arrive on schedule and to deliver You to the departure point on time.
2. You shall obtain a written report from the carrier confirming the delay and cause.
3. All itemised receipts shall be retained.

- You shall obtain a written report from the police or attending emergency service if the vehicle You are travelling in breaks down or is involved in an accident.
- Cover is only applicable in the country on outbound international flights and Abroad.
- You may claim only once under Section B – Missed Departure/Missed Connection or under Section C – Delayed Departure for the same event.

#### WHAT IS NOT COVERED

- Strike or Industrial Action existing or declared publicly by the date these benefits became effective or the date You booked Your Trip (whichever is the later).
- An accident to or breakdown of the vehicle in which You are travelling for which a police or emergency service report is not provided.
- Breakdown of any vehicle in which You are travelling if the vehicle is owned by You and has not been serviced properly and maintained in accordance with the manufacturer's instructions.
- Withdrawal from service (temporary or otherwise) of an aircraft or sea vessel on the recommendation of the Aviation Authority or a Port Authority or any similar body in any country.
- Additional costs when the scheduled Public Transport has offered a reasonable alternative.
- Missed departure when less than a minimum connection time of 2 hours between connecting flights at an international point of departure has been arranged or more than two hours if flight reservations systems require longer periods for connections.
- Any expenses incurred when a reasonable alternative has been offered within four hours of the scheduled departure time or within four hours of the actual connecting flight arrival time.

### 12. SECTION C – DELAYED DEPARTURE BAGGAGE DELAY

#### WHAT IS COVERED

If departure of the scheduled public or chartered Transport on which You are to travel is delayed due to:

- Strike or social movement or
- Adverse Weather Conditions or
- Mechanical Breakdown of or a technical fault occurring in the scheduled Public Transport on which You are booked to travel,

We will reimburse You up to the amount shown in the Table of Benefits for Your costs incurred in respect of meals, refreshments, outward/return journey to the station/airport and the first night in a hotel after a minimum delay of:

- 4 hours from the originally scheduled departure time of scheduled flights;
- 6 hours from the originally scheduled departure time of charter flights; and
- 2 hours for (long-distance) train Journeys in relation to the originally scheduled departure as shown on the train ticket.
- If You are delayed for 24 hours or more, We will pay up to the additional amount as shown in the Table of Benefits.

#### SPECIAL CONDITIONS

- You shall check in according to the itinerary supplied to You, if applicable.
- You shall obtain confirmation from the carriers (or their handling agents) in writing of the number of hours of delay and the reason for the delay.
- You shall comply with the terms of contract of the travel agent, tour operator or provider of transport.
- All itemised receipts and invoices shall be retained.
- You may claim only once under Section B – Missed Departure/Missed Connection or under Section C – Delayed Departure for the same event.

#### WHAT IS NOT COVERED

- Strike or social movement or air traffic control delay existing or publicly declared by the date these benefits became effective or You booked Your Trip (whichever is the later).
- Withdrawal from service (temporary or otherwise) of an aircraft or sea vessel on the recommendation of the Aviation Authority or a Port Authority or any similar body in any country.
- Any costs or charges for which any carrier or provider shall, has or will compensate You.
- Any expenses when reasonable alternative travel arrangements have been made available within - 4 hours for scheduled flights, 6 hours for charter flights and 2 hours for train - of the scheduled departure time.

### 13. SECTION D – PERSONAL BELONGINGS AND BAGGAGE DELAY

#### WHAT IS COVERED

##### Personal Belongings

We will reimburse You, up to the maximum amount indicated in the Table of Benefits, for loss, theft and / or accidental damage to Personal Belongings registered and placed under the responsibility of a transport company, or the theft of Personal Belongings in a hotel room or Rental Vehicle. Our compensation is calculated on the basis of the replacement value, deducted (or We can at Our discretion, replace or repair lost or damaged Personal Belongings).

##### Late baggage delivery

We will pay You up to the amount shown in the Table of Benefits for baggage delay for the purchase of emergency replacement of clothing, medication and toiletries if Your checked baggage containing Personal Belongings is temporarily lost in transit during Your outbound Trip and not returned to You within four hours of Your arrival.

##### Passport, identity card or visa

In the event Your passport, identity card or visa is stolen or lost outside of Your Country of Residence, We will pay You up to the amount shown in the Table of Benefits for reasonable additional travel and accommodation expenses incurred necessarily outside of Your Country of Residence to obtain a replacement of Your lost or stolen passport, identity card or visa. The cost of the replacement document is not covered.

##### Replacement value

Value calculated according to the time elapsed between the date of purchase of the Baggage or the Object of value and the date of the Loss:

- period of less than or equal to 1 year: 100% of the purchase value,
- period between 1 and 2 years: 75% of the purchase value.
- period between 2 and 3 years: 65% of the purchase value, with a reduction of 10% for each additional year beyond 3 years.

#### SPECIAL CONDITIONS

- Written confirmation shall be obtained from the carrier, confirming the number of hours of which Your baggage was delayed.
- All amounts indicated are only for real expenses in excess of and in addition to any compensation paid by the carrier.
- Claims will be considered only for the purchase of essential clothing and toiletries and only if such purchases are made within 4 days of actual arrival at destination and are charged to the Covered Card account. If the Covered Card could not be used for the essential purchases, the itemised receipt for these purchases shall be retained.
- No reimbursement will be made if purchases Were made after Your baggage was returned.
- All itemised receipts and invoices shall be retained.
- Cover for Baggage Delay only applies to Your outbound Trip outside of the Country of Residence.
- You shall report all incidents of theft or attempted theft of Your Personal Belongings to the local police within 24 hours of discovery and obtain a written report.
- For items damaged while on Your Trip You shall obtain an official report from an appropriate local authority.
- If Your Personal Belongings are lost, stolen or damaged while in the care of a carrier or transportation company, You shall notify the Contractor in writing of the details of the loss, theft, damage and obtain an official report of the Authorities. If Your Personal Belongings are lost, stolen or damaged while in the care of an airline, You shall:
  - Obtain a P.I.R. (Property Irregularity Report) or "Baggage Irregularity" report of the airline.
  - Send a declaration to the airline to notify them of the incident within the time limit specified in their conditions of carriage (please keep a copy).
  - Keep the transportation tickets and registration labels in order to send them to Us if You Were to request compensation under these Terms and Conditions.
- You shall provide Us with original evidence or proof that You are actually the owner of the lost, stolen or damaged items in order for Us to assist You in preparing Your claim.
- Compensation is calculated on the basis of the market value of the object concerned on the date it was lost, stolen or damaged, less any loss of value due to Wear and tear.

#### WHAT IS NOT COVERED

- The loss, theft or damage of Valuables.
- Loss or deterioration due to delay, confiscation or detention by Customs or any other authority.
- Checks, traveller's checks, cash, money order, money order, prepaid tickets or coupons, tickets, debit, credit or payment cards.

4. Unmounted precious stones, non-prescription sunglasses, cosmetics, perfumes, antiques, musical instruments, notarial deeds, manuscripts, securities, perishable goods, bicycles and baggage deterioration (unless the bag is totally unusable following a disaster).
5. Loss or deterioration in the case of cracks, scratches, breakage or damage to porcelain, glassware (excluding watches, cameras, binoculars or telescopes) and fragile or brittle objects unless it is a theft, whether the damage is caused by a fire or by an aircraft, train, boat or motor vehicle accident.
6. Claims for which there are no original receipts proof of ownership or appraisal by an insurance company (obtained prior to the loss) if the items are lost, stolen or damaged.
7. The loss, theft or deterioration of goods for professional use, mechanical accessories and other objects used in the exercise of Your professional activity.
8. Loss or deterioration due to Wear and tear, depreciation, deterioration, atmospheric or climatic conditions, moth or vermin invasion, as Well as all cleaning, repair or restoration procedures, Mechanical Breakdowns or electrical leakage.
9. Loss or deterioration due to economic depreciation, changes in exchange rates or shortages due to errors or omissions.
10. Compensation claims arising out of a theft in Your hotel or rental car, except in the event of a breach of contract duly established and subject to a police report.
11. Damage caused by leakage of powder or liquid into Personal Belongings or baggage.
12. Claims for theft, loss or deterioration of Personal Belongings when shipped as freight or merchandise.

## 14. SECTION E - ACCIDENTS ABROAD

### WHAT IS COVERED

If You suffer from a Bodily Accident while You are using a means of Public Transportation during Your Trip which within 12 months is the only immediate cause of Your Death or Loss of a Limb, Loss of Vision or Permanent Disability We will pay to You or Your Personnel one of the guarantees, as set forth in the Table of Benefits.

### SPECIAL CONDITIONS

1. Compensation is not payable for Permanent Disability less than one year after the date You are the victim of a Bodily Injury.
2. You cannot accumulate more than one compensation from the Table of Benefits
3. Any normal and usual Trip to and from Your Home, workplace or secondary residence of the Beneficiary, is not be considered as Covered Trip.

### WHAT IS NOT COVERED

1. Any claim arising from or related to Pre-existing Medical Condition(s).
2. Any disability or death that is caused by a worsening of physical health (e.g. a stroke or a heart attack) and not as a direct result of a Bodily Injury.

## 15. SECTION F – PERSONAL LIABILITY ABROAD

### WHAT IS COVERED

We will pay You up to the amount shown in the Table of Benefits, against any amount You become legally liable to pay as compensation for any claim or series of claims arising from any event occurring during a Trip outside of Your Country for:

1. Bodily Injury, death, illness or disease to any person who is not in Your employment or who is not a Relative, Close Relative or Member of Your household.
2. Loss of or damage to property that does not belong to and is neither in the charge of or under the control of You, one of Your Parents, Close Relatives, anyone in Your employment or any Member of Your Household other than any temporary accommodation occupied (but not owned) by You.

In the event of an incident related to Your participation in golfing, We will pay the amounts that You are required to pay as compensation for a claim or series of claims up to the amount shown in the Table of Benefits.

### SPECIAL CONDITIONS

1. You shall notify Us in writing as quickly as possible of any claim that may give rise to a claim for compensation.
2. You shall forward to Us any mail, summons, extrajudicial document, summons or pleading as soon as You receive them.
3. You shall not assume any liability, pay, make an offer or promise to pay, or negotiate a transaction without Our written consent.
4. We may at Our discretion conduct in Your name the defence of any claim for compensation or damage to any third party. We have full discretion to conduct trading or to initiate proceedings or to settle claims and You shall provide Us with all necessary information and assistance We may require.
5. If You die, Your legal representative (s) will be able to benefit from the guarantees provided for in the Table of guarantees insofar as this representative(s) fulfilled all the conditions contained in this document.

## WHAT IS NOT COVERED

Compensation or legal costs arising directly or indirectly from:

1. Liability which has been assumed by You which would not apply had You not agreed to take on the liability.
2. Claims arising from Your business, trade, profession or occupation or the supply of goods or services.
3. Ownership, possession or use of vehicles, aircraft or watercraft (other than surfboards or manually propelled rowboats, punts, canoes).
4. The transmission of any communicable disease or virus.
5. Ownership or occupation of land or buildings (other than occupation only of any temporary holiday accommodation where We will not pay for the first EUR 250 of each and every claim arising from the same incident).
6. Your criminal, malicious or deliberate acts.
7. Damages resulting from riding exotic animals; any form of skiing when it is off-piste; driving special devices such as go-karts, jet skis, jet bikes or similar; tobogganing; qualified scuba diving and diving over 40 metres; and paintball.

## 16. SECTION G – RENTAL VEHICLE – CDW (Collision Damage Waiver)

### DEFINITIONS - APPLICABLE TO THIS SECTION

#### Excess

- the part of the claim for which the Cardholder remains financially responsible in the rental agreement in cases where the Cardholder declined to accept the Rental Vehicle insurance policy and the irreducible excess established in the rental agreement when the Cardholder has accepted or been obliged to accept the Rental Vehicle insurance.

#### Rental Vehicle

- passenger Vehicles authorised to use public roads (passenger cars, estate cars and vans, authorised to carry up to nine people) hired on a daily or Weekly basis from an authorised rental agency or hire car firm, which was paid for in full with Your Covered Card. Benefit cover is granted for the period specified in the rental agreement for a Trip, but not more than 31 days. Collision Damage Waiver is only valid for Rental Vehicles rented and driven outside of the country of residence.

#### Rental Vehicle Insurance

- the primary insurance held by a licensed car rental agency or company in respect of the Rental Vehicle covering risks such as third party liability, or theft of the Rental Vehicle.

#### You/Your/Yourself

- the Cardholder being the named first driver in the rental agreement, being at least 21 years of age and under 70 years of age, in possession of a valid driver's license valid for the class of Rental Vehicle.

### WHAT IS COVERED

We will pay You up to the amount shown in the Table of Benefits for the amount of the excess (when the rental car company covers damages to the Rental Vehicle over and above the excess by means of another contract of Rental Vehicle insurance) if the licensed rental agency or company holds You responsible for costs arising from material damage to the Rental Vehicle during the period of hire resulting from damage, fire, vandalism, or theft of the Rental Vehicle and for subsequent loss of revenue while the Rental Vehicle is unavailable for hire as a result of such damage or loss.

### SPECIAL CONDITIONS

1. No coverage will apply to You if You:
  - a) Do not hold a valid driving license for the class of Rental Vehicle being driven (such licence issued in Your Country of Residence or in the country issuing Your passport);
  - b) Have any conviction (or pending prosecution) for driving while under the influence of a drug or drugs;
  - c) Have had a conviction (or pending prosecution) for drunk driving, within the last two years;
  - d) Have had a conviction or period of disqualification (or are awaiting prosecution) for a dangerous driving and/or careless driving offence;
  - e) Are under 21 years of age or over 70 years of age; f) violate the conditions of the rental agreement.
  - f) Breach the terms of the lease.
2. No coverage will apply in respect of the following types of Rental Vehicle:
  - a) Rental Vehicles with a retail purchase price exceeding EUR 35,000 (or local currency equivalent);
  - b) Mopeds and motorbikes; limousines, commercial vehicles, trucks, motor Homes, and vehicles not licensed for road use including but not limited to trailers or caravans;
  - c) Rental Vehicles being used for reward, motor racing, rallies, speed, endurance tests, track days, or practising for such events.
  - d) Rental Vehicles used for commercial purposes.
3. You will be covered for rental of only one Rental Vehicle at any one time.



- Benefit cover is granted for the period specified in the rental agreement, but not more than 31 days.
- Revolving or lease type contracts are not covered.

#### WHAT IS NOT COVERED

- We will only pay in excess of any insurance, which is included in the rental agreement, Rental Vehicle insurance, or any other insurance that You hold which covers the same incident.
- Claims made against You by Your Close Relatives, Relatives, any Cardholders on Your account and their Relatives, or any passengers or anyone who works for You.
- Vehicles used off-road, in or in training for racing competitions, trials rallies or speed testing.
- Vintage cars over 20 years old, or cars that have not been manufactured for at least 10 years.
- Vehicles whose value exceeds EUR 35,000.
- Loss and/or damage resulting from failure of any person to observe the maintenance and operating instructions supplied with the Rental Vehicle.
- Loss and/or damage caused by Wear and tear, insects or vermin.
- Loss and/or damage arising from the Rental Vehicle being employed for a purpose other than that stated in the rental agreement.
- Any costs where You admit liability, negotiate, make and promise or agree any settlement.
- Any fines and punitive damages.

### 17. SECTION H – TRAVEL ADVICE

#### WHAT IS COVERED

Before and during Your Trip, We will provide You with information on:

- preparing for a Trip.
- current visa and entry requirements for Foreign countries. If You hold a passport from a country other than Your Country of Residence, We may need to refer You to the embassy or consulate of the country concerned.
- current vaccination requirements for all countries and information on current World Health Organisation warnings.
- customs duties and regulations.
- foreign exchange rates and value added taxes Abroad.
- referrals to embassies or Consulates.
- weather forecasts Abroad.
- specific languages spoken at the travel destination.
- time zones and time differences.

### 18. SECTION I – TRAVEL ASSISTANCE

#### WHAT IS COVERED

During Your Trip outside of Your Country of Residence We will:

- Advance bail bond (excluding deposits required to cover civil liabilities, fines or personal indemnities to be paid by You) and advance of lawyers' fees both up to the amount listed in the Table of Benefits, if You are arrested or threatened with arrest while travelling. All advances and delivery fees will only be made if accepted means of repayment to Us are made in advance.
- Provide the necessary information and help You to obtain the replacement identity documents from the appropriate local authority in case of loss or theft of documents necessary for the return Trip. We will not cover the costs of issuing new identity documents.
- Organise and pay for the dispatch of Your replacement corrective contact lenses, glasses or hearing aids that You usually wear that are essential to the continuation of Your Trip. This service will be provided upon the condition that either We are permitted and given access to such replacement items or that such replacement items are delivered to Our office as indicated by Us to You or Your representative.
- Organise and pay for dispatch of essential prescription medication, which has been lost or stolen, if it, or a local equivalent, is unavailable when You are outside the Country of Residence. We will bear the costs for dispatch, but all costs of obtaining the medicine will be borne by You. The transportation of medicine remains subject to the regulations imposed by airline companies or any other transportation company, as Well as local and/or international law.

#### WHAT IS NOT COVERED

The cost of any advance or delivery fee.

### 19. SECTION J – MEDICAL ASSISTANCE, EMERGENCY MEDICAL AND OTHER EXPENSES ABROAD

#### WHAT IS COVERED

We will pay the following costs, up to the amount shown in the Table of Benefits, for each Beneficiary who suffers sudden and unforeseen Medical Emergency or Complications of Pregnancy involving You, or who dies, during a Trip outside the Country of Residence.

- Advance of hospitalisation expenses Abroad

#### Important

**This service is provided only on the condition that Our Chief Medical Officer, after consulting with Your treating Medical Practitioner, decides that You cannot be transported. No advance is granted from the moment that We are in a position to carry out the transport, regardless of the eventual decision that You may take.**

We will advance the hospitalisation costs incurred up to the amount stated in the Table of Benefits for the prescribed treatment as agreed with Our Chief Medical Officer. We will first send to You or to a Close Relative or, where applicable, a designated third party a form showing the sums due that the person will need to sign and return to Us. In this case, You shall reimburse Us for this advance within three months of the date of Your return Trip. Beyond this period, We will be entitled to claim the reimbursement of sums due as Well as any interest calculated at the statutory rate. Our advances cease on the day when Our Chief Medical Officer deems it possible to repatriate You. In all cases, You will need to send a request for reimbursement of Your hospitalisation expenses to Your primary sickness insurance fund or Your insurance company or to any other insurance or organisation to which You can submit Your request.

- Additional reimbursement of medical expenses Abroad

We will reimburse You up to the amount stated in the Benefits Table for medical costs incurred and not reimbursed by Your primary sickness insurance fund, Your insurance company, or any other insurance or organisation to which You pay premiums. We will reimburse You for costs not covered by the organisations mentioned above, provided that You supply Us with the original documents as proof of the reimbursement made by these organisations. If the organisation to which You pay premiums does not cover the incurred medical costs, We will reimburse You for them up to the amount stated in the Table of Benefits, provided that You provide the original invoices for medical costs and proof that these costs were not covered by these organisations.

Eligible expenditure for an additional reimbursement

- medical expenses,
  - medical exams
  - costs of drugs prescribed by a medical Practitioner,
  - ambulance costs prescribed by a Medical Practitioner to transport You to the nearest hospital, only if Your health insurance organisation refuses to cover the cost,
  - cost of a hospital stay,
  - emergency dental treatment that cannot be deferred to immediately relieve pain and/or for emergency repairs of dentures or artificial teeth only to reduce disruptions during meals, which will be reimbursed up to the amount specified in the Table of Benefits.
  - all reasonable and necessary emergency medical expenses for all infants born following Complications of Pregnancy. Claims involving multiple births are considered as one event.
- With the prior authorisation of Europ Assistance, additional travelling costs to repatriate You to Your Home when recommended by Our Chief Medical Officer, including the cost of a medical escort if necessary. Repatriation expenses will be covered only for the identical class of travel utilised on the outward journey unless Europ Assistance agrees otherwise.
  - Up to the amount shown in the Table of Benefits per night for 10 nights for reasonable accommodation expenses incurred, up to the standard of Your original booking, if it is medically necessary for You to stay beyond Your scheduled return date. This includes, with the prior authorisation of Europ Assistance, up to the amount shown in the Table of Benefits per night for reasonable additional accommodation expenses for a friend or Close Relative to remain with You and escort You Home. If You and Your friend or Close Relative are unable to use the original return ticket, Europ Assistance will provide an economy class ticket to return You to Your Home.
  - Economy class transport and up to the amount shown in the Table of Benefits per night for 10 nights' accommodation expenses for a Close Relative from the Country of Residence to visit You or escort You to Your Home if You are travelling alone and if You are hospitalised as an in-patient for more than 10 days, with the prior authorisation of Europ Assistance.
  - Economy class transport and up to the amount shown in the Table of Benefits per night for 3 nights' accommodation expenses, for a friend or Close Relative to travel from the Country of Residence to escort beneficiaries under the age of 15 to Your Home in the Country of Residence if You are physically unable to take care of them. If You cannot nominate a person We will then select a competent person. If the original pre-booked return ticket(s) for the child cannot be used, We will pay for economy one-way travel to return the child to his/her Home.
  - In the event of Your death, the reasonable additional cost of funeral expenses Abroad plus the reasonable cost of conveying Your ashes to Your Home, or the additional costs of returning Your remains to Your Home up to the amount shown in the Table of Benefits.

8. If We accept a valid claim under this section and You nor any of Your travelling companions is able to drive Your vehicle (which is registered to You in Your Country of Residence and in which You were travelling on the Trip), We will pay for economy class transport. We will also pay for a replacement driver – up to the maximum amount indicated in the Table of Benefits – to return the vehicle to Your Country of Residence or the destination country by the most direct route.
9. If You are traveling and You learn the unplanned hospitalisation, imminent death or death of a Close Relative justified by a Medical Practitioner, We will organize and take care of Your economy class Trip to the nearest train station or airport to the place of hospitalization or funeral in the Country of Residence.

Outside Your Country of Residence, the organisation and take-over will be carried out to the extent of the transport costs that would have supposed Your return to Your Home under the conditions set forth above.

#### **Important**

**The Early Return Benefit of the Beneficiary is only made subject to the following conditions:**

**- that the return of the Beneficiary as originally planned for his / her Trip does not occur within 24 hours of the request for assistance.**

**The Beneficiary's Early Return Benefit shall only be provided if the Beneficiary provides, at the request of Europ Assistance, a hospitalization report, a medical certificate or a death certificate and / or any proof establishing the Relationship link with the relevant Relative concerned.**

#### **SPECIAL CONDITIONS**

1. You shall give notice as soon as possible to Europ Assistance of any Bodily Injury or Medical Condition which necessitates Your admittance to hospital as an in-patient or before any arrangements are made for Your repatriation.
2. You shall contact Europ Assistance as soon as possible in the event of Your incurring medical expenses in excess of EUR 500 relating to any one incident. You shall always contact Europ Assistance before Curtailing Your Trip.
3. In the event of a Medical Condition, We reserve the right to relocate You from one hospital to another and arrange for Your repatriation to the Country of Residence at any time during Your Trip. We will do this if, in the opinion of Your treating Medical Practitioner in attendance or Europ Assistance, You can be moved safely and/or travel safely to Your Country of Residence to continue treatment.
4. Replacement driver coverage is provided for Trips in the countries stated in the "Green Card" or Care Insurance Certificate, issued by Your motor vehicle insurance company. Your vehicle shall be less than 8 years old and have less than 150,000 km on the clock and shall comply with the legal requirements of the Country of Residence.

#### **WHAT IS NOT COVERED**

1. Any claim arising from or related to any Pre-existing Medical Condition(s).
2. Any treatment, which is not a surgical or medical procedure with the sole purpose of curing or relieving acute unforeseen illness or injury.
3. Any expenses which are not usual, reasonable or customary to treat Your Medical Condition.
4. Any form of treatment or surgery which in the opinion of Our Chief Medical Officer can be delayed reasonably until Your return to the Country of Residence.
5. Expenses incurred in obtaining or replacing medication, which at the time of departure is known to be required or to be continued outside Your Country of Residence.
6. Additional costs arising from single or private room accommodation.
7. Treatment or services provided by a private clinic or hospital, health spa, convalescent or nursing Home or any rehabilitation centre unless agreed by Europ Assistance.
8. Treatment costs for cosmetic reasons unless Our Chief Medical Officer agrees such treatment is necessary as a result of an accident covered by these General Terms and Conditions.
9. Any expenses incurred after You have returned to the Country of Residence unless previously agreed to by Europ Assistance.
10. Expenses incurred as a result of a tropical disease where You have not had the recommended inoculations or vaccinations and/or taken the recommended medication.
11. All costs incurred outside of Your Country of Residence after the date on which Our Chief Medical Officer warns You that You should return to Your Home or after the date on which We organize Your return to Your Home. (Pursuant to this section, after this date We will limit ourselves to taking care of what We should have paid if Your repatriation had taken place.)
12. You shall not unreasonably deny the medical repatriation services that We agree to provide and pay under these Terms and Conditions. If You choose other medical repatriation services without just cause than those agreed in writing, this will be at Your own risk and at Your own expense.

13. The cost of flight tickets exceeding economy class for an accompanying non-medical escort in the event of medical repatriation (any increase in cost due to requested upgraded flight tickets shall be at the personal expense of the person(s) travelling).
14. Any claim arising from Pregnancy or childbirth unless certified by a Medical Practitioner as necessary due to unforeseen Complications of Pregnancy, which arise after You commence Your Trip. Any normal delivery or Pregnancy, or even any attempted travel in spite of the fact that Your Medical Practitioner has established that Your pregnancy presents increased risks of premature delivery, does not constitute an unexpected event.
15. Any treatment or diagnostic testing that was pre-planned or pre-known by You.
16. The cost of dental treatment involving the provision of dentures, artificial teeth, or the use of precious metals.
17. Costs incurred in the United States that exceed the average reimbursement the medical service provider receives for all services rendered to its patients for like treatment, but in any event no more than one and a half times the rate that would be applicable if the costs were payable by US Medicare.
18. Costs of telephone calls, other than calls to Europ Assistance notifying them of the problem for which You are able to provide a receipt or other evidence to show the cost of the call and the number telephoned.
19. Air-sea rescue costs.
20. Under replacement driver coverage, the cost of fuel, tolls, hotel and meal costs for You or any passengers.

## **20. SECTION K – WINTER SPORTS**

#### **WHAT IS COVERED**

##### **Ski equipment**

In the event of accidental loss, theft or damage to the Ski Equipment owned by You, or to Rental Ski Equipment, We will indemnify You up to the amount indicated in the Table of Benefits. Our compensation will be calculated on the basis of the replacement value, deducted (or We may at Our discretion reimburse lost or damaged equipment or the cost of repairs).

The maximum amount indemnified per item, Pair or Set is as shown in the Table of Benefits.

##### **Ski equipment hire**

We will pay You, up to the amount shown in the Table of Benefits, for the reasonable cost of hiring replacement Ski Equipment as a result of the accidental loss of, theft of or damage to or temporary loss in transit for more than 24 hours of Your own Ski Equipment.

#### **SPECIAL CONDITIONS**

1. Our responsibility for Ski Equipment leased into Your care is limited to Your liability for loss or damage.
2. All items mentioned in Section D - Personal Items and Luggage Delivery Delays, Special Conditions.

#### **WHAT IS NOT COVERED**

All items mentioned in Section D - Personal items and delayed delivery of luggage, which is not covered.

#### **WHAT IS COVERED**

##### **Ski package**

In the event of a Bodily Injury, We will indemnify You, up to the amount indicated in the Table of Benefits and prorated for the unused portion of the ski lessons, ski lift pass and Ski Equipment rental.

#### **SPECIAL CONDITIONS**

1. You shall provide Us with a written certificate issued by a Medical Practitioner stating that the Bodily Injury prevents You from using Your ski pass (lift pass, ski lessons or ski rental equipment).
2. You will be required to provide confirmation of the inability to refund the unused portion of the Ski Package items.

#### **WHAT IS NOT COVERED**

Claims arising out of or relating to any Pre-existing Medical Condition(s) affecting You.

#### **WHAT IS COVERED**

##### **Search and rescue expenses on ski piste**

If an incident occurs while You are skiing, We will pay up to the amount indicated in the Table of Benefits for all reasonable and necessary expenses incurred by the public or private rescue companies licensed to find and evacuate You to the nearest medical centre.

#### **SPECIAL CONDITIONS**

1. You shall respect the rules of Your locality or sports area and follow sensible local practices. If in doubt, You should follow the advice of local specialists.
2. Under no circumstances should You attempt to ski off-piste or snowboard off-piste unless You are under the supervision of a guide.

3. Your guide's instructions and instructions shall be strictly adhered to at all times.

4. You shall obtain:

- the cost of search and research costs,
- Proof of payment of relief costs where applicable.

#### WHAT IS NOT COVERED

All services provided free of charge by any local authority or provided by another service

#### WHAT IS COVERED

##### Piste closure

If You are prevented from skiing (excluding cross country skiing) at the pre-booked resort for more than 24 consecutive hours because of insufficient snow, or adverse Weather causes a total closure of the lift system (other than baby drags and lifts used for transport within the resort by non-skiers), We will pay You up to the amount shown in the Table of Benefits for the cost of transport and lift pass charges for travel to and from an alternative site.

If no alternative sites are available, We will pay You a benefit up to the amount shown in the Table of Benefits.

#### SPECIAL CONDITIONS

1. The cover only applies to Trips to resorts, taken during their published ski season, where You have pre-booked at least one night's accommodation and for so long as such conditions prevail at the resort, but not exceeding the pre-booked period of Your Trip.
2. You shall obtain written confirmation from the resort management of the piste conditions confirming the closure of facilities and the dates applicable.

## 21 SECTION L - GOLF EQUIPMENT

#### WHAT IS COVERED

We will reimburse You, up to the maximum amount indicated in the Table of Benefits, in the event of accidental loss, theft or deterioration of Your Golf Equipment while traveling outside Your Country of Residence. Our compensation is calculated at the time of loss, deducted (or We may at Our discretion proceed to the reimbursement of lost or damaged Golf Equipment to reimbursement of repair costs). The maximum amount paid for any item is as shown in the Table of Benefits.

#### SPECIAL CONDITIONS

1. All items mentioned in Section D - Personal Items and Luggage Delivery Delays, Special Conditions.

#### WHAT IS NOT COVERED

1. Claims for Golf Equipment left Unattended in a place in which the public has access or which is left in the custody of a person who is not entitled to hold property at any time.
2. Claims for loss, theft or damage to the Golf Equipment carried on the roof rack of a vehicle.
3. The loss, theft or damage of Golf Equipment over 5 years.
4. All items mentioned in Section D - Personal Items and delayed delivery of luggage, which is not covered.

## 22. SECTION M – PURCHASE PROTECTION

#### DEFINITIONS – ELIGIBLE ITEMS APPLICABLE TO THIS SECTION

– An item solely for personal use (including gifts), which has been charged fully (100%) to the Covered Card and is not listed under WHAT IS NOT COVERED in this section.

#### PURCHASE PRICE

The sum appearing on the invoice from the store corresponding to the Eligible Item, the value of which is greater than the minimum purchase amount appearing in the Table of Benefits.

#### WHAT IS COVERED

In the event of theft and/or accidental damage to an Eligible Item within 90 days of purchase, We will reimburse the cost of the Eligible Item or the cost of repair. We will credit the Cardholder account an amount not exceeding the purchase price of the Eligible Item, or the single item limit shown in the Table of Benefits, whichever is lower. We will not pay more than the amount shown in the Table of Benefits for any one event, or more than the maximum amount shown in the Table of Benefits in any one 365-day period.

#### SPECIAL CONDITIONS

1. Purchase Protection provides cover only for claims or portions of claims that are not covered by other applicable guarantees, warranties, and insurance or indemnity policies, subject to the stated limits of liability.
2. Claims for an Eligible Item belonging to a Pair or Set will be paid up to the full purchase price of the Pair or Set, provided the items are not usable individually and cannot be replaced individually.
3. If You purchase the Eligible Item as a gift for someone else, We will, if You wish, pay a valid claim to the recipient, subject to Your making the claim.

4. You shall exercise due diligence and do all things in a reasonably practicable manner to avoid any direct physical theft or damage to an Eligible Item.

5. You will need to transfer to Us, on Our request and at Your expense, any damaged Eligible Item or part of a Pair or Set, and assign the legal rights to recover from the party responsible up to the amount We have paid.

6. You shall certify in writing that the claim request has not been sent to another insurance company.

7. You shall provide Us with the original sales receipt from the store, the original of the Card receipt, the original account statement showing the transaction, as well as the police report in the event of theft and the repair invoice in the event of damage.

#### WHAT IS NOT COVERED

1. Events not connected to theft or damage caused by accident.
2. Mysterious disappearance of Eligible Items.
3. Events caused by fraud, mistreatment or carelessness or by not following the manufacturer's manual.
4. Eligible Items that were used before purchase, second-hand, altered, or bought fraudulently by the Cardholder.
5. Damage to Eligible Items caused by product defects or error during production.
6. Expenses due to repairs not performed by workshops approved by Europ Assistance.
7. Theft not reported to the police within 48 hours of discovery and a written report obtained.
8. Eligible Items left Unattended in a place accessible to the public.
9. Damage due to normal Wear and tear, normal use or normal activity during sports and games (example golf or tennis balls).
10. Motorised vehicles of any type, bicycles, nautical vehicles, caravans, trailers, hovercraft, aircraft and parts or accessories of any one of these objects and consumable products necessary for their use and maintenance.
11. Damage due to water, humidity, earthquake, unexplainable disappearance or error in production.
12. Theft, loss or damage while the item is under the supervision, control or custody of a third party other than the authorised persons in accordance with the security guidelines.
13. Items not received by the Cardholder or another party designated by the Cardholder.
14. Loss of any element of any property, land or premises unless the entry into or exit from the property or premises resulted from use of force and caused apparent physical damage to the property or premises.
15. Theft or direct physical damage of items in a car or following the theft of this car.
16. Jewellery, watches, precious metals, gemstones and any item made from precious metals and gemstones.
17. Service, cash, travel checks, tickets, documents, currency, silver, gold, art, antiques, rare coins, stamps and collector's items.
18. Animals, living plants, consumables, perishable goods or permanent installations.
19. Electronic items and equipment, including but not limited to personal stereos, MP3/4 players, computers or computer-related equipment while at Your place of employment, items used for Your business purposes.
20. Any mail-order sale item or object delivered by the post until receipt of the item(s), establishment that there is no damage, and acceptance at the indicated delivery address.
21. Theft or accidental damage to any Eligible Item where there is any other insurance covering the same theft or accidental damage, or where the terms and conditions of such other insurance have been broken or for the reimbursement of any evident excess.
22. Mobile phones.
23. Damage to clothing or equipment by cleaning or modification.

## 23. SECTION N – EXTENDED WARRANTY

#### DEFINITIONS –APPLICABLE TO THIS SECTION

##### Eligible Item

A Brown Good or a White Good purchased new by You solely for personal use, with a minimum purchase price of at least EUR 150, which has been charged fully (100%) to Your Covered Card, in a store located in the Country of Residence (other than a duty-free zone) or via an Internet site where the sales company is registered in the Country of Residence and the item is intended for use in the Country of Residence and is not listed as an item which is not covered. The manufacturer shall provide an original warranty of no less than 24 months in respect of the Eligible Item in the country of purchase.

### **Mechanical Breakdown**

- an internal malfunction of an Eligible Item which would have been covered by the terms of the original manufacturer's warranty, which is due solely to a defect in material or workmanship and which results in a failure of the Eligible Item to operate for the purpose for which it was designed.

### **Extended Warranty Period**

- the period commencing on the day following the day on which the original manufacturer's warranty (which is of no less than 24 months) expires and ending 24 months thereafter.

### **White Good**

- electrical household appliances including washing machines, tumble dryers, washer-dryers, dishwashers, cookers, ovens, refrigerators, vacuum cleaners, clothes irons.

### **Brown Good**

- audio and video equipment including televisions (LCD and plasma), DVD players/recorders, Home cinema projectors, hi-fi systems, MP3 players, iPods, cameras, video cameras, and GPS systems.

### **WHAT IS COVERED**

You are covered for repair costs of an Eligible Item after Mechanical Breakdown during the Extended Warranty Period.

Repair expenses will be paid up to the original purchase price paid for the Eligible Item, up to the limit shown in the Table of Benefits. If repair expenses exceed the original purchase price paid, We will replace the Eligible Item with an equivalent model of similar specification with a value of no more than the original purchase price, up to the limit shown in the Table of Benefits. If no equivalent model of similar specification is available, You will be credited with an amount equal to the original purchase price, up to the limit shown in the Table of Benefits. The maximum paid per 365-day period is as shown in the Table of Benefits.

Where an Eligible Item is part of a Pair or a Set, coverage will extend only to the Eligible Item in respect of which there has been a Mechanical Breakdown and not to the rest of the Pair or Set.

### **IN THE EVENT OF A CLAIM**

If an Eligible Item breaks down, please call Europ Assistance, giving Your name, Covered Card number, Eligible Item brand and model and the breakdown date. We will confirm that the Eligible Item is covered and You will be directed to an authorised service centre. We will send You a claim form. Please retain the repair receipt from the service centre specifying the Mechanical Breakdown and the price for repair.

Claim forms and all documentation shall be sent to Us within 90 days of the repair date. All payments to be made by Us will be made to You. We may appoint an expert or investigator to assess the circumstances of the claim and the amount to be paid to You.

### **SPECIAL CONDITIONS**

1. You shall keep the original sales receipt from the store, original card receipt, original account statement showing that the transaction was paid in full with the Covered Card and the original manufacturer's warranty card.
2. Extended Warranty only covers Mechanical Breakdown - repair expenses if Your product breaks down after the manufacturer's original warranty has expired.
3. If We replace the Eligible Item, the Eligible Item becomes Our property.

### **WHAT IS NOT COVERED**

1. Non-electrical items.
2. Motorised vehicles of any kind, bicycles, watercraft, caravans, trailers, hovercraft, aircraft and parts or accessories for any of these Items and consumable products necessary to their use and maintenance.
3. Mobile telephones.
4. Electric gardening tools.
5. Boilers or furnaces.
6. Communication and computing items also described as 'Grey Goods' - (such as desktop PCs, laptops, monitors, photocopiers, fax machines, scanners, game consoles, modems, notebooks, tablets and iPads).
7. Genuine goods sold through unauthorised channels in direct competition with authorised distributors.
8. Items which do not have an original manufacturer's warranty valid in the Country of Residence.
9. Items which do not have a Country of Residence specification or that are not available in the Country of residence.
10. Items not bought as new; or modified, rebuilt or refurbished items.
11. Items which are purchased for resale.
12. Items that are specified by supplier as a consumable Item or Items that shall be thrown away after usage, included, but not limited to bulbs, fuses, batteries, filters, belts, bags and printing cartridges.
13. Installation or rebuild expenses or charges on an item.

14. Cleaning expenses, included, but not limited to filters on a washing machine, video and cassettes.
15. The cost of rectifying blockages except in the cooling system of refrigeration equipment.
16. Costs incurred in disposing of an item.
17. Any costs incurred in gaining access for repair to any appliance that has been incorporated into fitted units.
18. Costs related to removal of the item by the supplier.
19. Costs related to reconstruction.
20. Items used for business purposes.
21. Items permanently affixed to Your Home or office.
22. Expenses linked to repairs caused by routine service, inspections or installations, or call-out charges where an authorised repairer cannot find any fault with the Item.
23. Computer software and other accessories to computers not fully assembled by the manufacturer.
24. Damage caused by not following the supplier's manual, instructions or installations, or the use of unapproved accessories.
25. Corrosion.
26. Damage caused by mistreatment or carelessness.
27. Lightning, storm or flood.
28. Expenses due to repairs not performed by workshops approved by Us.
29. Any costs other than those specifically covered under the terms of the original manufacturer's written repair warranty.

## **24. SECTION O – MISSED EVENT BENEFIT**

### **DEFINITIONS - APPLICABLE TO THIS SECTION**

#### **Event Ticket(s)**

- Any pre-paid concert, theatre, sporting event or amusement park booked in advance and charged to the Covered Card for use by You.

#### **Season Ticket**

- A ticket for a series of events, number of journeys, etc., within a limited time, usually obtained at a reduced rate.

#### **You/Your/Yourself**

- The Cardholder.

### **WHAT IS COVERED**

We will reimburse the Cardholder up to EUR 125 per ticket and up to a maximum of EUR 500 per event and in any 365-day period, for Event Ticket(s) purchased with the Covered Card (up to the purchase price printed on the ticket) that You are unable to use due to:

1. Medical Emergency or death of You or a Close Relative; or
2. Theft of or accident involving Your motor vehicle causing it not to be roadworthy within 48 hours of the event; or
3. Burglary, flood or fire damage occurring to Your Home requiring You to remain at Your Home; or
4. Departure delayed by more than 2 hours or cancellation of the Public Transport used to get to the event as soon as You could have reached the public event in due time if the departure had not been delayed.

### **SPECIAL CONDITIONS**

1. You shall provide either a medical or death certificate from a Medical Practitioner confirming that the Medical Emergency, Bodily Injury or death prevented You from attending the event, which shall be confirmed by Our Medical Practitioner.
2. As soon as You are aware of an incident which will result in Your inability to attend the event, You shall notify Us immediately and return the event tickets to Us within 72 hours of the incident and latest 48 hours after the ticketed event by registered letter.
3. You shall provide proof of the theft, breakdown or accident involving Your vehicle or the vehicle or Public Transport in which You were travelling.
4. In the event that the Public Transport in which You were travelling was delayed or cancelled, You shall provide Us with written proof from the public transport company specifying the cancellation or the length of the delay.
5. You shall provide proof from local authorities of the incident involving Your Home.

### **WHAT IS NOT COVERED**

1. When the event is cancelled by the organisers.
2. Any event which You could reasonably attend.
3. Any event tickets which were reserved, booked or purchased after a Medical Condition, which would not be covered by this insurance, existed.



4. Claims arising from or related to any Pre-existing Medical Condition(s).
5. Strike or Industrial Action affecting the Public Transport existing or declared publicly before the event date.
6. Service fees associated with reserving/purchasing the tickets.
7. Season tickets.

## 25. SECTION P – ONLINE PURCHASES

### DEFINITIONS - APPLICABLE TO THIS SECTION

#### Eligible Item

– a new, moveable item, purchased by the Cardholder solely for personal use (including gifts), which has been purchased through an online retailer and for which the internet transaction has been charged fully (100%) to the Cardholder's Covered Card account, provided that it is sent by postal mail with delivery tracking or by a private transporter, and is not listed as excluded.

#### Lost in Delivery

– when You have not received the Eligible Item within 30 (thirty) calendar days after the debit for the order appearing on the bank statement of the Cardholder.

#### Non-compliant in Receipt

– an Eligible Item will be considered non-compliant if the Eligible Item does not correspond to the item ordered initially from the online merchant, or if the Eligible Item is delivered with a failure that prevents its proper functioning, or is broken or incomplete.

#### Purchase Price

– the sum appearing on the invoice for the online transaction corresponding to the Eligible Item, the value of which is greater than the minimum purchase amount appearing in the Table of Benefits.

#### You/Your/Yourself

– the Cardholder.

### WHAT IS COVERED

For items that are Lost in Delivery, We will replace the Eligible Item or credit the Cardholder account an amount not exceeding the purchase price of the Eligible Item or the limit per incident listed in the Table of Benefits, whichever is lower. We will not pay more than the maximum amount shown in the Table of Benefits for any one event or per 365-day period.

For items that are non-compliant in receipt, We will reimburse

1. The cost of returning the merchandise if the merchant does not cover these costs; or
2. The costs of shipping the Eligible Item to the insurer; and We will, at Our option, replace, reinstate or repair the Eligible Item or credit the Cardholder account an amount not exceeding the purchase price of the Eligible Item or the limit per incident listed in the Table of Benefits, whichever is lower. We will not pay more than the maximum amount shown in the Table of Benefits for any one event of per 369-day period.

### SPECIAL CONDITIONS

1. You shall provide Us with evidence that the online merchant has refused to replace or exchange the Eligible Item in the event of an Item being non-compliant in receipt.
2. You shall provide Us with evidence that the online merchant has refused to send a replacement Item or reimburse the purchase price in the event of an Eligible Item being Lost in Delivery.
3. If You receive the Eligible Item or any other replacement goods or a refund from the online merchant after We have settled Your claim, You shall return the payment in full or the replacement Item to Us.
4. Claims for an Eligible Item belonging to a Pair or Set will be paid up to the full purchase price of the Pair or Set, provided the Items are not usable individually and cannot be replaced individually.
5. If You purchase the Eligible Item as a gift for someone else, We will, if You wish, pay a valid claim to the recipient, subject to Your making the claim.

### WHAT IS NOT COVERED

1. Mobile phones.
2. Jewellery, watches, precious metals, gemstones and any item made from precious metals and gemstones.
3. Motor vehicles, motorcycles, bicycles, boats, caravans, trailers, hovercraft, aircraft and their accessories.
4. Cash, travel checks, tickets, documents, currency, silver, gold, art, antiques, rare coins, stamps and collector's items.
5. Animals, living plants, consumables, perishable goods or permanent installations.
6. Items viewed or downloaded from the internet (mp3, photos, software, etc.)
7. Loss or non-compliance of Eligible Items not reported to the online merchant within 5 days of discovery and a written report obtained.
8. Non-delivery of the Eligible Item resulting from a Strike of the mail services or the carrier.

9. Events caused by mistreatment, carelessness or not following the manufacturers manual.
10. Eligible Items used in a professional or industrial context or purchased for resale.
11. Eligible Items which were used before purchase, second-hand, altered, rebuilt, refurbished, from closing down sales, purchased on auction Websites or bought fraudulently.
12. Damage to Eligible Items caused by product defects or error during production.
13. Expenses due to repairs not performed by workshops approved by Europ Assistance.
14. Damage due to water, damp or earthquake.
15. Confiscation by order of any government or public authority, or arising from illegal acts.

### 26. CLAIMS PROCEDURE

1. Please read the appropriate sections of the warranties to determine exactly what is covered or not, paying particular attention to conditions, limitations and exclusions.
  2. Submission of a claim for compensation.
    - a) Europ Assistance is not a substitute for public service interventions, especially in emergency relief. In the event of Medical Emergency, You shall first call local assistance and then give the contact details of the doctor who takes care of You. All costs incurred for a benign Medical Condition.
    - b) For all other claims: You shall contact SPB, specifying:
      - Your name,
      - Your Covered Card number,
      - Your address with the postal code and the telephone number where You reach
      - the outline of Your request.
- by Internet:
    - Website address: <https://assur-lux.spb.eu>
  - by telephone:
    - Phone number (+352) 27 30 21 33 (non-surcharged number; price charged locally, regionally, or nationally, depending on the offers of each operator) until 5 pm Legal non-working days and / or holidays or not prohibited by law or regulation)
  - by email:
    - To the following address: [gestionsinistres@europ-assistance.be](mailto:gestionsinistres@europ-assistance.be)
  - by mail:
    - SPB Insurance - BGL BNPP World Elite Mastercard - CS 90000 - 76095 Le Havre Cedex

We ask You to send Us an email as soon as possible.

#### Further information.

You shall provide all Your invoices and all Your original receipts and reports etc. You should refer to the section under which You are claiming compensation for any supporting documents You shall provide to Us.

It is always advisable to keep copies of all the documents You send to Us.

#### Claims Manager

The Insurer reserves the right to use an external manager from time to time if necessary in order to fulfil its commitments vis-à-vis its clients.

## 27. COMPLAINTS PROCEDURE

### WE ARE HERE TO LISTEN TO YOU

We make sure to provide You with a quality of service that meets Your expectations. However, it may happen that You feel You have not received the level of service to which You think You are entitled. In this case, We want to know this in order to make corrective actions.

### HOW TO CONTACT US

#### STEP 1: Express Your Claim

- 1 / Claims for assistance should be addressed to Europ Assistance Belgium SA at the attention of the Complaints Officer, boulevard du Triomphe 172-1160 Brussels (reclamation-lux@europ-assistance.be) tel.: + 32 2 541 90 48 from Monday to Thursday from 10am to 12pm and from 2pm to 4pm.
- 2 / Claims concerning insurance coverage shall be addressed to the SPB Claims Department according to the different channels available to You:
  - Online claim form at [www.spb-assurance.fr](http://www.spb-assurance.fr)
  - Email address: [reclamation-lux@spb.eu](mailto:reclamation-lux@spb.eu)
  - Postal address: SPB Reports Department - CS 90000 - 76095 Le Havre Cedex

The SPB Claims Department undertakes to acknowledge receipt of the complaint within 10 working days of its date of receipt (even if the reply to the complaint is also made within that period) and, in any case, Reply to the complaint within 2 months of its date of receipt.



## Step 2 - Appeal

If Your response does not meet Your expectations, You can contact the Customer Relationship Officer directly by mail at the following address:

Europ Assistance Belgium S.A. to the Complaints Officer, boulevard du Triomphe 172 to 1160 Brussels (reclamation-lux@europ-assistance.be)

## Step 3 - Contact the mediator

If the dispute persists after examination of Your request, You may address in writing to the Insurance Commission, Boulevard Royal 7, L-2449 Luxembourg or the Insurance Mediator, A.C.A. B.P. 29, L-8005 Bertrange.

## 28. LEGAL FRAMEWORK

### AUTHORITY OF CONTROL

For Insurance:  
Insurance Commissariat  
(Management and Supervisory Service)  
7, boulevard Joseph II  
L-1840 Luxembourg

### CONTRACT LAW

This contract is governed by the amended Law of 27 July 1997 on the insurance contract.

### SUBROGATION

We are subrogated in Your rights and actions against any third party liable to Our disbursements. Except in case of malevolence, We have no recourse against Your descendants, ascendants, spouse and allies in direct line, nor against the persons living under Your roof, Your guests, nor the members of Your domestic staff. However, We can appeal against these persons to the extent that their liability is effectively guaranteed by an insurance contract.

### ACKNOWLEDGMENT OF DEBT

You agree to reimburse Us within one month the cost of the services which are not guaranteed by the agreement and which We have granted to You as an advance.

### PRESCRIPTION

Any action deriving from this agreement shall be prescribed within a period of three years from the event giving rise to it.

### ATTRIBUTION OF JURISDICTION

This contract is governed by the law of Luxembourg. Any dispute concerning this insurance contract shall be the exclusive jurisdiction of the courts of the Grand Duchy of Luxembourg, without prejudice to the application of international treaties or agreements.

### PERSONAL DATA PROTECTION

#### General information

You authorise Europ Assistance Belgium and SPB to store and process the data which You have communicated to them, as well as the data You will subsequently communicate to them in order to carry out risk assessment, prepare, establish, manage and execute insurance contracts, process claims and prevent fraud.

#### Support

The data controller is Europ Assistance Belgium, which complies with the Belgian Law of 8 December 1992 concerning personal data protection. It may communicate this data to third parties in accordance with the terms and conditions set forth in Article 300 of the amended Law of 7 December 2015 on the insurance sector devoted to the professional secrecy of insurance companies.

You have the right to access and modify Your data and oppose its use, and You may exercise this right by sending a written request to the following address:

Europ Assistance Belgium S.A.  
Boulevard du Triomphe 172  
1160 Brussels

#### Insurance

The management of insurance coverage is carried out in France, therefore, SPB complies with French Law no. 78-17 of 6 January 1978 concerning technology and data protection.

It may communicate this data to third parties in accordance with the terms and conditions set forth in Article 300 of the amended Law of 7 December 2015 on the insurance sector devoted to the professional secrecy of insurance companies.

You are informed that Your personal data may give rise to the exercise of the right of access, rectification and opposition, under the conditions laid down by Act no. 78-17 of 6 January 1978 as amended relating to data processing, files and individual liberties, by mail addressed to

SPB - Clients-BNP Paribas  
CS 90000  
76095 Le Havre Cedex

### Personal Data Management Assistance and Insurance

Your personal data collected at the moment of entering into the contract and in the course of its management are intended for Europ Assistance Belgium and SPB, in charge of data processing. They are mandatory and are used by Europ Assistance Belgium and SPB in particular to study Your requests to settle Your claims.

To this end, please note that Your personal data will be sent to sub-contractors, subsidiaries and agents of the Insurer, within or outside the European Union, who carry out some material and technical tasks necessary for the performance of the services on its behalf. This includes the processing of Your information in countries where the legislation concerning data protection is not as comprehensive as in the European Union. Nevertheless, Europ Assistance Belgium and SPB have taken adequate steps to ensure the same level (or an equivalent level) of protection for Your information in other countries as there is in the European Union.

Please also note that telephone conversations between You and Europ Assistance Belgium or between You and SPB are likely to be recorded for purposes of quality control of the services rendered, or in the framework of claims management.

### CONSENT OF BENEFICIARIES

You allow Europ Assistance Belgium and SPB to process Your medical or sensitive data to the extent necessary for the pursuit of the following purposes: the management of the assistance, the management of the expenses and counts of the assistance and the management of a possible dispute.

You allow BGL BNP PARIBAS to transmit data concerning Your Card, BGL BNP Paribas World Elite MasterCard, and its use to Europ Assistance Belgium and SPB to the extent necessary to enable You to benefit from the support and cover defined within these General Conditions.

### FRAUD

If You commit fraud in the preparation of the insurance claim or in Your responses to the questionnaires, You may be deprived of Your rights vis-à-vis the Insurer. All documents shall, therefore, be filled in in a comprehensive, thorough manner. The Insurer reserves the right to take legal action against the Fraudulent Beneficiary before the competent courts.