

# VISA DEBIT CARD – BGL BNP PARIBAS

## INFORMATION MEMORANDUM

INSURANCE POLICY NO. IB2000303LUVI1

### CONTENTS

#### 1. PART I – SCOPE OF THE POLICY

- 1.1 LEGAL NOTICES AND PURPOSE OF THE POLICY
- 1.2 TERMS AND CONDITIONS
- 1.3 ENTRY INTO EFFECT OF GUARANTEES AND COVERAGE TERM
- 1.4 GEOGRAPHICAL SCOPE
- 1.5 GOVERNING LAW AND JURISDICTION
- 1.6 DATA PROTECTION ACT – PERSONAL DATA PROTECTION
- 1.7 LIMITATION PERIOD
- 1.8 BURDEN OF PROOF
- 1.9 SUBROGATION
- 1.10 MULTIPLE POLICIES
- 1.11 FALSE DECLARATIONS
- 1.12 INCREASE OR REDUCTION IN RISK
- 1.13 OBLIGATION TO MINIMISE DAMAGE
- 1.14 COMPLAINTS PROCEDURE

#### PART II – DESCRIPTION OF ONLINE PURCHASE GUARANTEE

- 2.1 TABLE OF GUARANTEES
- 2.2 DEFINITIONS
- 2.3 PURPOSE OF THE GUARANTEE
- 2.4 EXCLUSIONS
- 2.5 CONTACTS AND DECLARATION PERIOD
- 2.6 COMPENSATION PAYMENT TERMS
- 2.7 SUPPORTING DOCUMENTS

#### 1. PART I – SCOPE OF THE POLICY

##### 1.1 LEGAL NOTICES AND PURPOSE OF THE POLICY

Insurance policy no. **IB2000303LUVI1**, taken out with EUROP ASSISTANCE SA, a French public limited company (société anonyme) governed by the French Insurance Code, with share capital of EUR 46,926,941, having its registered office at 1, promenade de la Bonnette, 92230 Gennevilliers, France, registered in the Nanterre Trade and Companies Register under number 451 366 405, acting through its Irish branch EUROP ASSISTANCE SA IRISH BRANCH, the main offices of which are located on the 4th floor, 4-8, Eden Quay, Dublin 1, Ireland, D01 N5W8 and registered with the Irish Companies Registration Office under number 907089.

Hereinafter referred to as the Insurer or “**We**”, “**Our**”, “**Us**”,

on behalf of natural persons who are Holders of a Visa Debit Card issued by BGL BNP PARIBAS S.A. – 50 avenue J.F. Kennedy, L-2951 Luxembourg – R.C.S. Luxembourg: B 6481 – EU VAT no. LU 10875081

Hereinafter referred to as the **Policyholder** or “**You**”, “**Your**”,

through SPB, a French simplified joint stock company (société par actions simplifiée), insurance broker, with share capital of EUR 1,000,000, having its registered office at 71 Quai Colbert - 76600 Le Havre, registered in the Havre Trade and Companies Register under no. 305 109 779 and ORIAS ([www.orias.fr](http://www.orias.fr)) under no. 07 002 642, regulated by the French Prudential Supervision and Resolution Authority (ACPR), 4 Place de Budapest CS 92459, 75436 Paris.

This document serves as the Information Memorandum, under policy no. **IB2000303LUVI1**, which summarises the terms and conditions of entry into force, the scope of coverage and the formalities to be completed in order to lodge a claim under the Insurance Policy that BGL BNP Paribas S.A. has taken out with Europ Assistance S.A., in favour of holders of a Visa Debit Card issued by BGL BNP Paribas S.A.

You must strictly comply with the conditions set out in this Information Memorandum in order to benefit from any compensation under a guarantee.

Europ Assistance S.A. delegates the management of insurance claims to SPB.

##### 1.2 TERMS AND CONDITIONS

This Policy sets out the guarantees, exclusions and obligations of the Insurer and Insured Parties.

It is hereby agreed with the Insurer that the Bank is responsible for providing the correct information and Information Memorandum to the Cardholder.

In the event of a change in the guarantee conditions, or if this Agreement is terminated, the Bank shall inform the Cardholder, by any means, in accordance with the terms and conditions set out in the general terms and conditions of the Card Agreement entered into with the Bank.

### 1.3 ENTRY INTO EFFECT OF GUARANTEES AND COVERAGE TERM

#### Insurance term

Insurance cover is provided throughout the validity period of the Insured Card until its expiry, regardless of the cause.

However, a claim for loss or theft of the Card shall not suspend coverage. Coverage under the Policy shall automatically end for each Insured Party:

- in the event of total withdrawal of the Insurer's approval,
- upon the termination of the Card,
- in any event, on the effective date of termination, non-renewal or cessation of the Policy,

#### INSURANCE COVER IS ACQUIRED IF THE INSURED ITEM HAS BEEN PAID FOR IN FULL USING THE INSURED CARD BEFORE THE EVENT GIVING RISE TO THE CLAIM OCCURS.

Guarantees are granted subject to the terms and conditions set out in this Policy.

#### Application of guarantees over time

Coverage under the Policy is effective as of midnight on 15 September 2020 and shall apply to Claims occurring after 15 September 2020 at midnight.

For all guarantees, the Insured Party is covered from the date of purchase of the Insured Item.

### 1.4 GEOGRAPHICAL SCOPE

The insurance cover applies worldwide, excluding the following countries and territories: North Korea, Syria, Crimea, Venezuela and Iran, and the territorial exclusions set out below.

#### International sanctions:

The Insurer shall not provide coverage, pay claims or provide any services set out in the information memorandum that would subject the Insurer to any sanctions, bans or restrictions under United Nations resolutions or trade or economic sanctions, or any laws or regulations of the European Union or the United States of America. More detailed information is available on the following website: <https://www.europ-assistance.com/en/who-we-are/international-regulatory-information>

### 1.5 GOVERNING LAW AND JURISDICTION

This Policy, its interpretation and any questions relating to its formation, validity, functioning and performance are governed by the laws of Luxembourg.

Any dispute or claim arising out of or relating to the Insurance Policy, its purpose or its formation (including non- contractual disputes or claims) shall be subject to the sole jurisdiction of the District Court of and in Luxembourg.

### 1.6 DATA PROTECTION ACT – PERSONAL DATA PROTECTION

#### Beneficiaries' consent

You hereby authorise BGL BNP PARIBAS to disclose the data relating to Your BGL BNP Paribas Visa Debit Card and to SPB using such data as required to enable you to benefit from guarantees set out in these General Terms and Conditions.

#### Insured Parties' data

Europ Assistance, a company governed by the French Insurance Code, having its registered office at 1, promenade de la Bonnette - 92633 Gennevilliers cedex, acting through its Irish branch, with trade name

Europ Assistance SA Irish Branch ("the Insurer"), as data controller, processes the Insured Party's personal data for the purposes of:

- handling requests for assistance and insurance;
- arranging for satisfaction surveys to be completed by insured parties having received assistance and insurance services;
- preparing trade statistics and conducting actuarial studies;
- assessing, accepting, controlling and monitoring risks;
- managing potential litigation and implementing legal provisions;
- meeting due diligence obligations in the context of the fight against money laundering and terrorist financing, asset freezing measures, the fight against terrorist financing and financial sanctions, including the triggering of alerts and suspicious transaction reports;
- implementing measures to combat insurance fraud;
- managing the recording of telephone conversations with the employees of the Insurer or those of its data processors, for the purposes of training and evaluating employees, improving service quality, and managing potential litigation.

The Insured Party is hereby informed and agrees that their personal data may be processed for the purposes set out above. This processing shall be carried out in accordance with the policy.

The data collected is strictly necessary. If such data is not provided, managing the Insured Party's requests for assistance and insurance will become more difficult to manage, if not impossible.

As such, the Insured Party is hereby informed that their personal data is disclosed to the Insurer (data controller), as well as the processors, subsidiaries and agents of the Insurer. In order to meet its legal and regulatory obligations, the Insurer may be required to disclose information to legally authorised administrative or judicial authorities.

The Insured Party's personal data is retained for a varying period of time depending on the purpose (six months for phone recordings, 10 years for processing related to medical data, five years for other types of processing), plus the statutory mandatory periods for accounting purposes and the statutory retention period.

The Insured Party is hereby informed and agrees that his or her personal data may be disclosed to recipients based in third countries that are not members of the European Union, that have equivalent protections in place. Data transfers to such third countries are governed by:

- a cross-border data transfer agreement drawn up in accordance with the standard contractual clauses for transfers from data controllers to data processors issued by the European Commission currently in force;
- agreements entered into by the Insurer's entities to adhere to internal rules, pursuant to Recommendation 1/2007 of the Article 29 Working Party on the standard application for approval of binding corporate rules for the transfer of personal data;
- a cross-border data transfer agreement drawn up in accordance with the Privacy Shield currently in force regarding data transfers to the United States;

The purpose of these transfers is to manage requests for assistance and insurance. This covers the following data categories:

- identity data (including last names, first names, gender, age, date of birth, telephone number, e-mail address) and information on personal circumstances (including marital status, number of children),

- location data,
- medical data, including social security number (NIR).

The Insured Party, in their capacity as the data subject of the processing operation, is hereby informed that they have the right to query, access, correct or erase their data, as well as the right to data portability and to restrict processing of their data. They also have the right to object to processing on legitimate grounds. The Insured Party is entitled to withdraw their consent at any time, without prejudice to the legality of the processing based on consent given prior to the withdrawal of consent. The Insured Party also has the right to prepare specific and general instructions regarding the retention, deletion and disclosure of their data after death. Said instructions must be sent to a third party to be appointed by Decree.

The Insured Party can exercise these rights by contacting the Data Protection Officer, attaching a photocopy of a signed identity document, at one of the following addresses:

- either by e-mail: [eaglobaldpo@europ-assistance.com](mailto:eaglobaldpo@europ-assistance.com)
- or by post: **EUROP ASSISTANCE – A l'attention du Délégué à la protection des données – 1, promenade de la Bonnette – 92633 Gennevilliers**

Lastly, the Insured Party is hereby informed that they have the right to lodge a complaint with the French Data Protection Authority (CNIL – Commission Nationale Informatique et Libertés).

#### Consumers' right to oppose cold calling

Europ Assistance hereby informs the Insured Party that, pursuant to Law 2014-344 of 17 March 2014, if they do not wish to be cold called by a professional with whom they have no pre-existing contractual relationship, they may register free of charge on the list against such calls by post or online:

SOCIETE OPPOSETEL - Service Bloctel - 6, rue Nicolas Siret  
10 000 TROYES [www.bloctel.gouv.fr](http://www.bloctel.gouv.fr)

#### 1.7 LIMITATION PERIOD

- The limitation period for any action in relation to this agreement shall be three years from the date of the event on which the action is based.
- However, if a party can prove that it only became aware of said event at a subsequent date, the limitation period shall only begin from said date; however, it shall not exceed five years from the date of the event (except in the case of fraud).
- The Insured Party's recourse or action by way of subrogation against the Insurer is time-barred five years following the date on which the proximate cause for which the Insured Party is liable occurred or, in the event of a criminal offence, from the day on which it was committed by the Insured Party.
- This limitation period does not apply to minors, prohibited persons and other legally incompetent persons, except for action set out in points (1.11) and (2.6) below.
- The limitation period does not apply to an Insured Party, beneficiary or injured person who is unable to act within the prescribed time limits.
- If the claim has been lodged on time, the limitation period shall be suspended until the Insurer has issued its decision in writing to the other party.
- The limitation period for the action referred to in point (2.6) above shall be suspended as soon as the Insurer has been informed of the injured party's desire to obtain compensation for their

loss. This suspension shall end once the Insurer has notified the injured party in writing of its decision whether or not to pay compensation.

- Any referral to an entity duly authorised to handle complaints shall also suspend the aforementioned limitation period.

#### 1.8 BURDEN OF PROOF

It is up to the Insured Party to demonstrate the existence of the event giving rise to the Claim, on the understanding that any claim not supported by sufficient documents and information to prove the materiality of the facts may be rejected.

#### 1.9 SUBROGATION

Once expenses have been incurred, the Insurer shall assume all of the rights and actions that the Insured Party may have against Third Parties responsible for the loss suffered by the Insured.

Our subrogation shall be limited to the amount of the compensation We undertake under this Policy. You shall cooperate with Us to a reasonable extent in the exercise of Our right of subrogation.

#### 1.10 MULTIPLE POLICIES

The Insured Party must immediately notify the Insurer in writing if he or she has entered into any other insurance policies covering the same risk(s). In the event of a claim, the Insured Party shall notify all insurers thereof, stating the name(s) of the other insurer(s).

Each Insurer is responsible for the payment of compensation pursuant to the Law of 1997.

#### 1.11 FALSE DECLARATIONS

False or incorrect statements or the withholding of information by the Insured Party may harm, in whole or in part, their right to coverage under the claim, including following the cancellation or termination of this Policy.

#### 1.12 INCREASE OR REDUCTION IN RISK

The Insured Party shall notify the Insurer in writing of any increase or reduction in the risks covered by this Policy, whenever (and to the extent) required by applicable laws.

#### 1.13 OBLIGATION TO MINIMISE DAMAGE

The Insured Party must do everything in their power to avoid or restrict the damage caused by an insured event.

#### 1.14 COMPLAINTS PROCEDURE

We endeavour to provide You with a quality of service that meets Your expectations. However, You may feel that You have not received the level of service to which You are entitled. In this case, please let Us know so that We can take corrective action.

#### How to contact Us

The Insured Party should provide us with: their full name, type of Card, mailing address and phone number, and/or the complaint file number.

The Insured Party must clearly and concisely explain the subject matter of their complaint.

## STEP 1 – LODGE YOUR COMPLAINT

Complaints must be sent to the SPB **Complaints Department** via any of the following means:

- Website: **www.spb-assurance.fr** using the online complaints form
- E-mail: **reclamation-lux@spb.eu**
- Postal address:

**SPB Département Réclamations - CS 90000  
76095 Le Havre Cedex**

The SPB Complaints Department shall acknowledge receipt of the complaint within 10 business days following receipt (even if the response to the complaint is also made within this time) and, in any event, shall provide a response to the complaint within a maximum of two months following receipt.

## STEP 2 – REMEDIES

If the response received does not meet Your expectations, You may contact the Insurer's Complaints Officer directly via any of the following means:

- E-mail : **complaints\_eaib\_lu@roleurop.com**
- Postal address :

**International Complaints – P.O. Box 36009 –  
28020 Madrid – Spain**

## STEP 3 – CONTACT THE OMBUDSMAN

If the dispute persists after examination of Your request, You may contact:

- **Commissariat aux Assurances,  
Boulevard Royal 7,  
L-2449 Luxembourg**

or

- **Médiateur en assurances, A.C.A. B.P. 29, L-8005 Bertrange.**

## 2. PART II - DESCRIPTION OF ONLINE PURCHASE GUARANTEE

### 2.1 TABLE OF GUARANTEES

Section A – Online purchases	
Maximum amount per calendar year	<b>EUR 1,500</b>
Maximum per item	<b>EUR 500</b>
Minimum purchase amount (Excess)	<b>EUR 50</b>

### 2.2 DEFINITIONS

In this Policy, the following words, whether in the singular or plural and when the first letter is capitalised, shall have the following meanings:

#### Insurer

EUROP ASSISTANCE S.A., French public limited company (société anonyme) governed by the French Insurance Code, with share capital of EUR 46,926,941, having its registered office at 1, promenade de la Bonnette, 92230 Gennevilliers, France, registered in the Nanterre Trade and Companies Register under number 451 366 405, acting through its Irish branch EUROP ASSISTANCE SA IRISH BRANCH, the main offices of which are located on the 4th floor, 4-8, Eden Quay, Dublin 1, Ireland, D01 N5W8 and registered with the Irish Companies Registration Office under number 907089; also referred to as "We", "Our" or "Us",

#### Insured Party

Cardholder

#### Bank

BGL BNP Paribas S.A.

#### Insured Item

Any movable property purchased for private use using the Card, sold through Distance Selling by a Retailer to the Insured Party, solely for personal use (including gifts), on the condition that it is shipped by post with order tracking or by private carrier, and which is not listed in the exclusions.

#### Card

Means the BGL BNP Paribas Visa Debit bank card.

#### Retailer

Any vendor offering the sale of an Insured Item by way of Distance Selling.

#### Policy

Insurance policy No. IB2000303LUVI1.

#### Home

Means the Insured Party's principal and usual place of residence.

#### Abroad

Any country outside the Insured Party's Home Country.

#### Force Majeure

Force Majeure means any unforeseeable, unavoidable and external event that renders the performance of the Policy

#### Excess

The portion of the Claim for which the Insured Party is liable under the Policy, in the event of compensation under a Claim. The Excess may be expressed as an amount, percentage, day, hour, or kilometre.

#### Strike or Social Action

Any form of social action initiated with the aim of stopping, limiting or impeding the production of goods or the provision of services.

#### Non-Compliant Delivery

A delivery is considered non-complaint when:

- the item delivered does not correspond to the description specified by the manufacturer or distributor on the order form
- and/or, the Insured Item is delivered defective, damaged or incomplete.

Non-compliance must be formally noted within the time limit set out in the Retailer's general terms and conditions of sale or, failing this, within 5 (five) full days following the date the items are received.

#### Failure to Deliver

Insured Items not delivered to the Insured Party after 30 calendar days have passed following the debit entry for the order on their bank statement or card account

### Valuable Items

Items with a purchase value per unit greater than or equal to EUR 250, including VAT.

### Home Country

Means the country in which a party resides.

### Purchase Price

The amount specified on the invoice for the online transaction corresponding to the qualifying Item and the value of which exceeds the minimum purchase amount presented in the Table of Guarantees.

### Cardholder

The natural person whose full name appears on the front of the BGL BNP Paribas Visa Debit bank card.

### Claim

Refers to the occurrence of an event provided for in the Policy, to which this Policy refers.

### Policyholder

BGL BNP Paribas S.A.

### Event Giving Rise to the Claim

The date on which the insured event or loss occurs, i.e. the date on which the cause of the loss occurs; in this case, the date the Insured Item is received.

### Distance Selling

Sale of goods through remote communications technology: Internet, post, phone.

## 2.3 PURPOSE OF THE GUARANTEE

The following **Non-Compliant Delivery and Failure to Deliver** guarantees are granted in accordance with the terms and conditions, limits and exclusions set out below, regardless of the location of the Retailer's registered office or place of business, provided that the delivery address for the Insured Items is in the Home Country.

### In the event of Non-Compliant Delivery of an Insured Item:

The purpose of this coverage is to compensate the Insured Party for:

- **the cost of sending the Insured Item back**, if the Retailer accepts the return of the Insured Item, its replacement or refund, and does not bear these costs.
- **the cost of shipping** to the Insurer of the Insured Item and the **Purchase Price**, if the Retailer does not accept the return, replacement or refund of the items

### In the event of a Failure to Deliver an Insured Item:

The purpose of this coverage is to **compensate** the Insured Party for the **Purchase Price** of the Insured Item, if the Retailer has not made the delivery or provided a refund, if You have not received the qualifying Item within 30 (thirty) calendar days after the order is debited as shown on the Cardholder's bank statement.

The maximum compensation shall not exceed **EUR 500 per Insured Item and EUR 1,500 per Claim and per calendar year**.

This cap on compensation is the same for the Failure to Deliver" and Non-Compliant Delivery guarantees.

In the event of a Failure to Deliver, an Excess of EUR 50 shall apply for the compensation of insured items purchased online from Retailers that do not offer order tracking.

Compensation is calculated based on the purchase price of the Insured Item paid by the Insured Party, and any reshipping costs.

## INSURED PARTY'S OBLIGATIONS

Under penalty of forfeiture, and except in the case of unforeseeable or Force Majeure events, as soon as the Insured Party notices the non-compliance of the items delivered, this must be formally noted within the period set out in the Retailer's general terms and conditions of sale or, failing this, within 5 full days following receipt of the items, by way of registered letter with acknowledgement of receipt.

Furthermore, if the Insured Item is a name-bearing transport ticket, the Insured Party must lodge the complaint before the date of travel:

- If the Insured Item is delivered compliant, before compensation is paid by the Insurer, the Insured Party shall retain the item and waive any compensation.
- In the event of delivery of the Insured Item after compensation has been paid by the Insurer, the Insured Party may:
  - either retain the item and refund the compensation received to the Insurer;
  - or retain the compensation and return the item to the Insurer, which shall automatically become its property, against reimbursement for shipping costs.

In any event, the Insured Party must immediately inform the Insurer that they have received the item, under penalty of forfeiture of the guarantee.

## 2.4 EXCLUSIONS

Claims in relation to the following events are excluded:

- civil war or international conflicts, riots, civil unrest, terrorist acts, natural disasters.
- the Insured Party's voluntary participation in riots or Strikes, brawls or violent acts,
- the disintegration of an atomic nucleus or any irradiation arising from an energy source of a radioactive nature,
- the use of medicines, drugs, narcotics and similar products not medically prescribed, and alcohol abuse,
- a deliberate or injurious act by the Insured Party, attempted suicide, or suicide,
- an incident occurring during motor vehicle events, races or competitions (or trials), subject under applicable regulations to the prior authorisation of public authorities, when the Insured Party participates in such events as a competitor, or during trials on a circuit subject to prior approval by public authorities, and even if the Insured Party uses their own vehicle,
- an event giving rise to a claim in one of the countries excluded from coverage under the assistance agreement or outside the coverage validity period, and in particular outside the dates of the planned trip abroad,
- the consequences of risks of infections during epidemics, exposure to infectious biological agents, exposure to chemical agents such as gases used in combat, exposure to incapacitating agents, exposure to neurotoxic agents or agents with persistent neurotoxic effects, which are the subject of quarantine or specific preventive measures or monitoring by the international and/or local health authorities of the country where the Insured Party



resides and/or the national health authorities in their Home Country,

The following items and expenses are also excluded:

- animals, plants or flowers,
- perishable goods and foodstuffs, beverages,
- motor vehicles,
- items whose purchase, possession or use is prohibited by the laws of the Home Country,
- cash, traveller's cheques, bank notes, documents, currencies, silver, gold, artworks, antiques, rare coins, stamps and collectibles.
- shares, bonds, coupons, securities and papers, securities of any kind,
- mobile phones,
- telephone or fax bill charges,
- precious metals, precious stones and any object made from precious metals or stones,
- the quality of the service included in the item delivered (travel, transport, ticketing, etc.),
- digital data to be viewed or downloaded online (MP3 files, photos, software, etc.),
- services consumed online,
- goods for professional or industrial use,
- goods purchased for resale,
- goods purchased on an auction website,
- failure to deliver due to a postal service or carrier Strike,
- events caused by fraud, improper processing, negligence or failure to comply with the manufacturer's instructions,
- water damage, damage caused by humidity or earthquakes,
- inherent defect of the Insured Item (covered by the manufacturer's statutory or commercial warranty),
- confiscation by order of a government or public authority, or as a result of illegal acts.

## 2.5 CONTACTS AND DECLARATION PERIOD

Unless stated otherwise in the description of insurance coverage, the Insured Party shall report to the Insurer any loss or damage which may give rise to a claim under this Policy as soon as possible, and no later than **28 (twenty-eight) calendar days following the occurrence of the Event Giving Rise to the Claim**.

Any non-compliance of the item delivered must be formally noted within the time limit set out in the Retailer's general terms and conditions of sale or, failing this, within 5 (five) full days following the date the items are received, by registered letter with acknowledgement of receipt.

**Failure to comply with this obligation shall result in the loss of all rights to coverage for the Claim in question if the Insurer can show that the delay in reporting the non-compliance has caused it harm.**

This forfeiture shall not apply if the delay is attributable to an unforeseeable or force majeure event.

The Insured Party may lodge a Claim:

- On the website : <http://assur-lux.spb.eu>
- by phone, 7 days a week from 9.00 am to 5.00 pm, by calling the **number on the back of the Card or (+352) 27 30 21 31**
- by e-mail: [gestionsinistres@europ-assistance.be](mailto:gestionsinistres@europ-assistance.be)

- by post:

**SPB Assurance - Cartes BGL BNP Paribas Visa Debit  
CS 90000 - 76095 Le Havre Cedex**

\*toll-free number, local, regional or national call charges apply, pursuant to the rates applied by each operator, phone line accessible outside legal non-working days and/or public holidays, and unless prohibited by law or regulation

For each declaration, it is vital that the Insured Party provide the Insurer with:

- their full name,
- their Card number,
- the mailing address and telephone number at which they can be reached,
- the specific subject of Your request.

**INSURANCE COVER MAY ONLY BE INVOKED IF THE INSURED SERVICE OR ITEM HAS BEEN PAID FOR IN FULL USING THE INSURED CARD BEFORE THE EVENT GIVING RISE TO THE CLAIM OCCURS.**

Failure to renew the insured Card shall result in the loss of the right to coverage, **unless the Insured Item has been paid for in full using the insured Card, prior to the Card expiring.**

## 2.6 COMPENSATION PAYMENT TERMS

Compensation shall be paid, once all requested supporting documents have been received, within 15 (fifteen) calendar days following the Insurer's agreement.

The amount is paid by bank transfer, including all taxes, into the Insured Party's account. Any compensation under the Policy shall be paid in euro.

In the event of costs incurred in countries outside the European Union, or European Union countries that have not adopted the euro as their national currency, payment shall be calculated using the exchange rate set by the European Central Bank on the date of the Event Giving Rise to the Claim as declared by the Insured Party.

## 2.7 SUPPORTING DOCUMENTS

The Insurer reserves the right to request all supporting documents needed to substantiate any claim (death certificate, proof of family ties, proof of address, receipts, tax return, provided that all information contained therein except for the name of the Insured Party has been concealed in advance, his or her address and the people within their tax household, etc.).

The Insurer reserves the right to ask the Insured Party for additional documents and/or to carry out any investigation in order to establish the existence and cost of the Claim; should the Insured Party refuse such request, they shall be deemed to have waived coverage.

The Insurer acts under the express condition that the Event Giving Rise to the Claim was unknown at the time the Insured Item was purchased.

If there are multiple causes for the Claim, the first cause presented and supported by the Insured Party shall be used as the cause.

In any event, the Insured Party must supply the following documents:

- the claim form sent after the declaration and completed by the Insured Party,
- a bank statement evidencing the Card payment for the insured goods and/or services, or a payment certificate sent after the declaration and completed by the Insured Party's bank branch,,
- bank account details (RIB) including the IBAN and BIC numbers,



- proof of status of Insured Party or beneficiary: an identity document, family records book, partnership certificate, certificate of cohabitation, energy bill, tax return evidencing the fiscal connection between ascendants and descendants, a copy of the disability card of dependent ascendants, certificate of inheritance, etc.

In addition to those covered by the guarantee:

- proof of order, or the order acceptance confirmation e-mail sent by the Retailer,
- in the event of a Failure to Deliver formally noted after 30 (thirty) calendar days at the earliest, a sworn declaration of a Failure to Deliver the items ordered and paid for,
- in the event of delivery by a private carrier, the delivery slip provided to the Insured Party,
- in the case of registered mail, the acknowledgement of receipt,
- if the items are returned to the Retailer, proof of shipping costs, with acknowledgement of receipt,
- in the event of a purchase from another retailer, subject to the Insurer's acceptance, the invoice including the name and amount of the item,
- correspondence evidencing the existence of a dispute with the Retailer, and any testimonials,
- a detailed letter from the Insured Party describing the circumstances of the Claim.

Generally, only expenses substantiated by invoices received and original documents will be reimbursed.

It is recommended that you keep copies of all documents sent to the Insurer.