



# General Terms and Conditions of Insurance/Assistance

## BGL BNP Paribas World Elite MasterCard

### Policy 959-951

Information notice for the insurance policy 959-951 (hereinafter referred to as the "Policy"), governed by the *Code des assurances* (French Insurance Code) and underwritten:

- by **BGL BNP PARIBAS S.A.** - registered office 50 avenue J.F. Kennedy, L-2951 Luxembourg - R.C.S. (Trade and Companies' Register) Luxembourg: B 6481 - VAT LU 10875081, the underwriter of this Policy who has their own rights under this Policy against the Insurer.  
Hereinafter referred to as the "Underwriter".
- for **EUROP ASSISTANCE SA**, a *Société Anonyme* (French Public Limited Company) governed by the *Code des assurances* (French Insurance Code), with a share capital of € 48,123,637, having its registered office located at 2 rue Pillet Will, 75009 Paris, France, registered in the Trade and Companies' Register of Paris under number 451 366 405, acting for the purposes of this insurance policy through its Irish branch **EUROP ASSISTANCE SA IRISH BRANCH** having its main place of business at Ground Floor, Block B, Central Quay, Riverside IV, SJRQ, Dublin 2, D02 RR7, Ireland and registered with the Irish Companies Registration Office under number 907089. EUROP ASSISTANCE S.A. is supervised by the French Prudential Supervisory Authority (ACPR) located at 4, Place de Budapest, CS 92459,

75436 Paris Cedex 09, France. The Irish branch operates in accordance with the *Code de Conduite des Entreprises d'Assurance* (code of ethics for insurance companies) published by the Central Bank of Ireland, and is registered in the Republic of Ireland under number 907089 and operates in your country under the freedom to provide services provision.  
Hereinafter referred to as "the Insurer" or "We", "Us", "Our".

- through **SPB**, a *société par actions simplifiée* (French simplified company limited by shares) an insurance brokerage company with a share capital of €1,000,000, having its registered office at 71 quai Colbert, 76600 Le Havre, registered with the Le Havre Trade and Companies' Register under no. 305 109 779 and with the ORIAS (French Association of Insurance Brokers and Agents) ([www.orias.fr](http://www.orias.fr)) under no. 07 002 642, and subject to the supervision of the Autorité de Contrôle Prudentiel et de Résolution (French Supervisory Authority), 4 place de Budapest - CS 92459, 75436 Paris Cedex 09.  
Hereinafter referred to as SPB.

EUROP ASSISTANCE S.A. has delegated its insurance claims administration to SPB.

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## SCHEDULE OF COVER

Indemnities are shown per Insured Person and per Trip, unless otherwise stated.

<b>CHAPTER 2 - Cancellation/Modification or interruption of travel</b>	
Cancellation/Modification or interruption of travel	up to €4,000 per Insured Person and per calendar year
<b>CHAPTER 3 - Missed departure/Missed connection</b>	
- More than 4 hours	up to €250
<b>CHAPTER 4 - Delayed departure</b>	
Maximum amount after a delay of 4 hours on a scheduled flight, 6 hours on a charter flight and 2 hours on a mainline train for all Beneficiaries travelling together	up to €500
Maximum additional payment after 24 hours of delay	up to €250
<b>CHAPTER 5 - Cancellation of transport</b>	
Revaluation of tickets	Up to €6,000 per Claim
<b>CHAPTER 6 - Personal Effects and delayed delivery of luggage</b>	
Personal Effects, maximum amount per Claim	up to €500
Excess per person and per event	€125
Theft of personal belongings from a hotel room or rental car, maximum amount per year	€2500
Delayed baggage delivery over 8 hours, maximum amount	€500
Travel to replace a lost or stolen passport, identity card or visa	up to €300
<b>CHAPTER 7 - Accidents abroad</b>	
Accident abroad - maximum	up to €500,000
- Accidental death, (persons aged 18 to 70)	€500,000
- Accidental death, (persons aged 5 to 17)	€20,000
- Accidental death (persons aged 4 and younger)	€10,000
- Permanent total disability	€500,000
Maximum amount per claim	€5,000,000
<b>CHAPTER 8 - Public liability for personal life abroad</b>	
Public liability, maximum amount per Claim	€1,000,000
Personal injury	€1,000,000
Property damage	€30,000
<b>CHAPTER 9 - Rented vehicle – CDW (Collision Damage Waiver)</b>	
Maximum amount per Trip	€15,000
<b>CHAPTER 10 - Assistance to travellers abroad</b>	
Advance payment of criminal bail, maximum amount	€15,000
Advance payment of legal fees, maximum amount	€3000
Lost or stolen document assistance	Included
Sending glasses, hearing aids	Included
Sending urgent medicines	Included
Interpreter assistance	Actual costs
Telephone costs	Actual costs
Cash advance	€3,000



CHAPTER 11 - Medical assistance, medical expenses and other reimbursements Abroad	
Advance for hospitalisation expenses abroad	€100,000
Additional reimbursement of medical expenses abroad	€20,000
Emergency dental care	€700
Transport and repatriation costs	Included
Extension of stay for a Beneficiary/ a companion	250 per day, max. 10 days
Hospitalisation presence	250 per day, max. 10 days + transport in economy class
Returning children to their homes	€150 per day, max. 3 days + transport in economy class
Funeral expenses and repatriation in case of death	up to €4,500
Replacement driver to repatriate your vehicle	€100 per day, max. 3 days + transport in economy class
Return in case of death, imminent death or hospitalisation of a close relative	transport in economy class
Pet (dog or cat)	€250
CHAPTER 12 - Winter and mountain sports	
Ski equipment	
- Equipment owned by You	€750
- Rented equipment	€750
- Maximum per item	€500
Ski hire, maximum	€350
- Maximum per day	€50
Ski pass and ski lessons, maximum amount	€350
- Maximum per day	€50
Piste rescue costs	€10,000
CHAPTER 13- Home Assistance	
Uninhabitable home	
Hotel costs	€200/night for 3 nights
Security costs	Up to 72 hours
Furniture transfer costs	Commercial vehicle rental € 300
Removal costs	€300
Locksmiths	€500
CHAPTER 14- Assistance to insured Vehicles/boats and immobilised passengers in case of breakdown, accident or theft of the Vehicle	
Breakdown service/towing/transport	€500
Shipment of spare parts	included
Driver and passenger assistance	200€/night for 3 nights OR 350€ for transport
Repatriation of the vehicle	€1000
Assistance in the event of vehicle theft	yes
Transport - repatriation of a pleasure boat	yes
Vehicle storage costs	yes
Transport/repatriation of luggage	yes
Replacement vehicle in case of breakdown/accident/theft/vandalism	yes



Assistance to the trailer or caravan	yes
<b>CHAPTER 15- Bicycle assistance</b>	
Breakdown service/towing	€200
Replacement bicycle	7 consecutive days maximum
Assistance in the event of vehicle theft	€200
Bicycle storage	yes
Return and accompaniment of children	yes
Assistance in the event of a puncture	yes
Assistance in the event of loss of padlock keys or locked padlock	yes
<b>CHAPTER 16- Purchase insurance</b>	
Limit per 365 day period	€12,000
Limit per claim	€6,000
- Minimum per item	€50
<b>CHAPTER 17 - Extended warranty</b>	
Limit per 365 day period	€6,000
Limit per claim	€3,000
- Minimum purchase price per item	€150
<b>CHAPTER 18 - Missed events</b>	
Maximum amount per event and per 365-day period	€300 per event
Maximum amount per Ticket	€300
<b>CHAPTER 19 - Internet shopping</b>	
Maximum amount per 365-day period	€12,000
Maximum per item	€6,000
Minimum purchase amount	€50



## INTRODUCTION

### 1. ADVICE FOR TRAVELERS

Before taking any action or incurring any expense, You must obtain the prior consent of Europ Assistance S.A., by calling or having someone call Europ Assistance without delay, 24/7, at:

- Telephone (+352) 27 30 21 33
- You must strictly comply with the conditions mentioned in this Information Notice in order to benefit from the coverage.
- You are covered for Trips of up to 60 consecutive days. Trips must begin and end in the Country of Residence. Travel on one-way or open-ended tickets is not covered unless the tickets for travel to or from Abroad were purchased prior to the commencement of the Trip. If Trip Tickets are not required, You must provide proof that the entire Trip falls within the Coverage Period.
- The Insured Person must inform the persons accompanying him/her during his/her Trip of the rules to be observed in the event of a request for assistance.
- If the Insured Person is insured under a statutory health insurance scheme of a Member Country of the European Economic Area (EEA) or Switzerland and wishes to benefit from health insurance benefits during his/her Trip to one of these countries, s/he must hold a valid European health insurance card (individual and nominative).  
If the Insured Person is travelling to a country that is not part of the European Union nor the European Economic Area (EEA) or Switzerland, s/he must find out, before departure, whether this country has concluded a social security agreement Luxembourg. To do this, s/he must consult his/her health and accident insurance provider to check whether an agreement has been concluded and whether there are any forms to be completed (withdrawal of a form, etc.)
- During Your Trips, do not forget to bring documents that prove Your identity and any document necessary for Your Trip: passport, national identity card, residence card, entry visa, return visa, vaccination record of the animal accompanying you, etc. and check their expiry dates.

### 2. IMPORTANT INFORMATION

- Claims arising from or related to any pre-existing medical condition are not covered.
- Cancellation/Change, Trip Interruption,

Transport Cancellation and Accident Abroad benefits are only covered if You pay 30% of the total cost of Your Trip (transport and/or accommodation costs) with the Insured Card.

- Purchase Insurance, Extended Warranty, Internet Shopping and Missed Events benefits are only covered if You pay 100% of the total cost of the purchases with the Insured Card.

#### International Sanctions

The Insurer will not provide any warranty, pay no Claim or provide any service described in the information notice which would expose the Insurer to any sanction, prohibition or restriction under United Nations resolutions, or trade or economic sanctions, laws or regulations of the European Union, the United Kingdom or the United States of America. More detailed information can be found at the following website: <https://www.europ-assistance.com/fr/nous-connaître/informations-reglementaires-internationale>

#### Caution

You will only be covered by this policy if you have complied with the official travel recommendations issued by a government authority in Your Country of Residence on the date of departure. The recommendations include "contraindications to travel or to make all but essential Trips".

## CHAPTER 1 - COMMON PROVISIONS

### 1. INFORMATION ON THE INSURED PARTY AND PURPOSE OF THE POLICY

BGL BNP Paribas S.A., issuer of the Insurance Card, has taken out an insurance policy with the Insurer under number 959-951 in its own name and on behalf of natural persons who are Holders of a BGL BNP Paribas World Elite MasterCard.

This policy is effective from 29/ 07/ 2022 00:00. These provisions apply to Claims whose date of occurrence is after 29/ 07/ 2022 00:00.

This Information Notice summarises the content of the coverage offered, its terms of entry into force, its fields of application, as well as the forms to be completed in order to report a Claim under this Policy.

This document constitutes the Information Notice that BGL BNP Paribas S.A., as issuer of the Insurance Card, undertakes to provide to the Insurance Cardholder. The Information Notice of this policy defines the terms of entry into force, the scope of the coverage as well as the formalities to be completed in the event of a Claim.

In the event of modification of the conditions of the Policy or in the event of its termination, BGL BNP



Paribas S.A. undertakes to inform the Insurance Cardholder at least two (2) months before the effective date of the modification or termination by any means at its convenience.

## 2. MISCELLANEOUS PROVISIONS

### ELIGIBILITY

The coverage summarised in this Policy is offered on condition that You are the holder of a BGL BNP Paribas World Elite MasterCard valid at the time of the occurrence of a Claim giving rise to a request for compensation and/or assistance.

If You have more than one BGL BNP Paribas card, You may claim only one payment on the basis of the highest payment, and the payments may not be combined.

### EFFECTIVE DATE AND TERMINATION OF THE COVERAGE OF THIS POLICY

This Policy covers the Insured Person from the date of issue of the Insurance Card and during its period of validity.

This cover is automatically terminated in the event of non-renewal or in the event of withdrawal or blocking of the BGL BNP Paribas World Elite MasterCard by BGL BNP Paribas S.A. or by the Insurance Cardholder.

Declaring the Insurance Card lost or stolen does not affect this cover.

The Insured Person is solely covered for the amount attached to the coverage of the Insurance Card. If the Insurance Cardholder is also the holder of other cards with BGL BNP Paribas, the Insured Person will solely benefit from the assistance linked to the Insurance Card without the option of combining the cover provided by the other card policies.

### PERIOD OF COVER

Cover is effective for any Trip commencing no earlier than **29/07/2022**. Eligible items purchased after **29/07/2022** are covered under the Purchase Insurance, Extended Warranty and Internet Purchase cover. Event Tickets purchased after **29/07/2022** are covered under the Missed Events cover.

You are covered for Trips of up to sixty (60) consecutive days. Trips must begin and end in the Country of Residence.

Under the Cancellation Costs cover, coverage will commence at the time You pay for the Trip and will end at the start of Your Trip. All other cover shall commence at the time You leave Your Home or hotel, or Your place of business (whichever You leave last) to commence the Trip, and terminate at the time You return to Your Home, hotel or place of business (wherever You arrive first) at the end of the Trip.

The period of cover is automatically extended until Your return to Your Country of Residence when this is unavoidably delayed as a result of a Claim covered under this Policy.

### CONDITIONS OF ACCESS

Unless otherwise stipulated, the insurance cover can only be invoked if the insured service or the insured goods has (have) been paid for in full, by means of the Insurance Card before the occurrence of the Claim.

### TERRITORIALITY

The insurance cover of this policy covers the Insured Person, throughout the world, during a covered Trip, except when specifically mentioned in the description of the cover, to the exclusion of the following countries and territories: North Korea, Syria, Crimea, Iran, Venezuela and Belarus.

The cover provided by the Accidents Abroad, Personal Public Liability Abroad, Traveller's Assistance, Advance Payment of Hospital Expenses Abroad, Additional Reimbursement of Medical Expenses Abroad (including emergency dental care) and Other Expenses Abroad cover is excluded in the Country of Residence.

Trips to Your Country of Residence must be at least 20 km from Your Home and are only covered if You have pre-booked at least two (2) nights' accommodation in a hotel, motel, holiday centre, homestay accommodation, campsite or other similar accommodation that can be rented for a fee.

## 3. GENERAL DEFINITIONS

Each word or phrase to which a particular meaning is given has the same meaning throughout these General Terms and Conditions, unless otherwise specified, and appears with a capital letter.

### Insured Person/You/Your

The following individuals are considered to be Insured Persons, whether they travel together or separately and regardless of their mode of transport:

The Insurance Cardholder, his or her spouse, partner under a P.A.C.S. (civil partnership) or cohabiting partner living under the same roof and able to provide proof of this.

- Their unmarried children under 25 years of age and, where applicable, their unborn children during the validity of this assistance policy.
- Their adopted, unmarried children under 25 years of age, from the date of transcription of the adoption judgement in the registers of the Civil Status Registry of Your Country of Residence.
- The holder's children or those of his or her spouse, partner under P.A.C.S. or cohabiting partner, who are unmarried and under 25 years of age.
- The grandchildren of the holder or those of his or her unmarried spouse, partner under P.A.C.S. or cohabiting partner under 25 years of age only when they are staying with their grandparents, holders of the Insurance Card and exclusively during the duration of the Trip, regardless of their mode of transport.
- Parents and children who are holders of a





disability card with a permanent disability rate of at least 80% living under the same roof as the Insurance Cardholder and:

- > dependent for tax purposes, or
- > to whom maintenance payments are made by the Insurance Cardholder, his or her spouse, partner under P.A.C.S. or cohabiting partner, enabling them to benefit from a deduction on their income tax return.

#### **Insurer/We/Us/Our**

*Société Anonyme* (French Public Limited Company) governed by the *Code des assurances* (French Insurance Code), with a share capital of € 48,123,637, having its registered office located at 2 rue Pillet Will, 75009 Paris, France, registered in the Trade and Companies' Register of Paris under number 451 366 405, acting for the purposes of this insurance policy through its Irish branch EUROP ASSISTANCE SA IRISH BRANCH having its main place of business at Ground Floor, Block B, Central Quay, Riverside IV, SJRQ, Dublin 2, D02 RR7, Ireland and registered with the Irish Companies Registration Office under number 907089. EUROP ASSISTANCE S.A. is supervised by the *Autorité de Contrôle Prudentiel et de Résolution* (ACPR - French Prudential Supervisory Authority) located at 4, Place de Budapest, CS 92459, 75436 Paris Cedex 09, France. The Irish branch operates in accordance with the *Code de Conduite des Entreprises d'Assurance* (code of ethics for insurance companies) published by the Central Bank of Ireland, and is registered in the Republic of Ireland under number 907089 and operates in your country under the freedom to provide services provision.

#### **Bodily harm**

Illness or Injury, duly noted by an authorised Medical Authority, the nature of which requires adequate care before the end of Your covered Trip.

- **Illness** refers to any deterioration of the Insured Person's health, duly noted by an authorised Medical Authority, requiring medical care and presenting itself in a sudden and unforeseen manner.
- **Injury** refers to any medically observed bodily injury, resulting from the sudden action of an external cause affecting the Insured Person and unintentional on the part of the latter.

#### **Attack/Terrorism**

Any act, including but not limited to the use of force or violence or threat of force and violence, committed by any person or group(s) of persons, acting alone or on behalf of or in conjunction with any organisation or government, or to create a climate of fear among the public or any section of public opinion. Any Attack/Act of Terrorism shall be officially recorded as such by the competent authority in the place where the Attack/Act of Terrorism was committed.

#### **Medical Authority**

Any person holding a currently valid degree in medicine or surgery.

#### **Beneficiary**

The Insured Person having suffered the Event or benefiting from the Assistance service.

#### **Injury**

Any medically observed bodily injury, resulting from the sudden action of an external cause affecting the Beneficiary and unintentional on the part of the latter.

#### **Insurance Card**

The BGL BNP Paribas World Elite MasterCard

#### **Home**

Your principal and habitual place of residence in Your Country of Residence.

#### **Pre-existing medical condition**

Any past or present Bodily Injury which, during the twelve (12) months prior to the commencement of cover under these General Terms and Conditions and/or prior to any Trip:

- has caused symptoms
- or for which any form of treatment or prescription, or advice from a health professional, or a health examination or follow-up/assessment has been required or received.

Any claims arising from or related to any Pre-Existing Medical Condition are not covered.

#### **Abroad**

Any country other than Your Country of Residence and sanctioned countries.

#### **Event**

Any situation provided for by this policy giving rise to a request for assistance from the Insurer.

#### **Strike or social movement**

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

#### **Pregnancy with complications**

The following unforeseen complications of pregnancy, as certified by a Medical Authority, which arise for the first time after Your departure on the Trip (and/or between the date of booking and the date of departure for Cancellation cover only): toxemia; gestational hypertension; pre-eclampsia; ectopic pregnancy; hydatidiform mole (molar pregnancy); hyperemesis; third trimester haemorrhage; placental abruption, placenta previa, delivery haemorrhage; retained placental membrane; miscarriage; death at birth; emergency Caesarean section due to medical necessity/medically necessary termination and any premature birth or early labour threatened more than 8 weeks (or 16 weeks in the case of a multiple pregnancy) before the expected date of delivery.

#### **Permanent total disability**

Permanent loss by the Insured Person, due to a rate of disability equal to or higher than the rates prescribed by the applicable regulations, of the ability





to engage in any professional activity whatsoever, as a result of bodily injury.

### **Trip Interruption/Interrupting Your Trip**

The interruption of Your Trip to return to Your Home, after We have authorised Your return for a covered event.

#### **Ski equipment**

Skis (including bindings), ski boots, snowboard boots, ski poles and snowboards.

#### **Bad weather conditions**

Rain, wind, fog, thunder or lightning, flood, snow, sleet, hail, hurricane, cyclone, tornado or tropical storm that is not caused by or originates from a geological event (e.g. ash cloud) or natural disaster such as, but not limited to, an earthquake, volcanic eruption or tsunami.

#### **Public transport means**

A licensed means of air, land, water or sea transport for the carriage of passengers for which You have a ticket.

#### **Valuable items**

Items from one of the following categories, with a purchase value of €250 or more including VAT:

- > jewellery, objects made of precious metals, precious stones, pearls, watches,
- > photographic, cinematographic, computer or telephone equipment and accessories,
- > sound or image recording or production equipment and accessories,
- > furs

#### **Personal items**

Baggage, clothing, personal effects and other items belonging to You that You wear, use or carry on any Trip, or that You have purchased during Your Trip.

#### **Ski pack**

Lift passes, ski lessons and ski Equipment hire, all prepaid.

#### **Pair or set**

Items that are part of Your baggage associated with each other because they are similar, complementary or used together.

#### **Close relative**

Mother, father, sister, brother, wife, husband, partner, fiancé/fiancée or de facto spouse (any couple, including same-sex couples, in a de facto union permanently living at the same address), daughter, son (including adopted daughter or son), grandfather, grandmother, grandson, granddaughter, father-in-law, mother-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, half-sister, half-brother, foster child, legal guardian, child under guardianship of the Insurance Cardholder.

#### **Country of Residence**

Refers to the country where Your Home is located.

#### **Loss of a limb**

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

#### **Loss of sight**

Irrecoverable loss of the entire sight of one or both eyes; it is considered effective if the degree of sight remaining after correction is 3/60 or less on the Snellen scale. (This means being able to see at 90 cm or less what you should see at 18 m).

#### **Unattended**

Where You are unable to exercise direct supervision over Your property or vehicle and You are unable to prevent a fraudulent act involving Your property or vehicle.

#### **Claim**

Occurrence of an Event likely to result in the application of the cover of this Policy. The date of the Claim is the date on which the harmful event occurs, that is to say the one which constitutes the event giving rise to the damage.

#### **Underwriter**

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

#### **SPB**

SPB, registered with ORIAS (French Association of Insurance Brokers and Agents) under number 07 002 642 ([www.orias.fr](http://www.orias.fr)), is the broker manager appointed by the Insurer to manage this Policy. SPB acts as Your main contact for all information relating to Your insurance Policy or the events arising there from.

#### **Cover table**

Table listing compensation amounts and appearing on page 3.

#### **Insurance Cardholder**

Holder of a BGL BNP Paribas World Elite MasterCard.

#### **Trip**

Any private or work-related journey of more than 20 km from the Insured Person's Home or usual place of work, up to a limit of 60 consecutive days, for which payment was made before the occurrence of the Claim. In the event of a Claim, it is the Insured Person's responsibility to provide proof of this payment.

#### **Wear and Tear**

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

## **4. GENERAL EXCLUSIONS**

These exclusions apply to all cover listed in Your Table of cover in addition to the items listed in the



"Exclusions, in addition to General Exclusions" section of each cover.

Claims resulting from the following are excluded:

1. Costs incurred without Our prior agreement or not expressly provided for in this Policy.
2. Requests that fall within the competence of local emergency bodies, such as the SAMU (emergency medical services), the fire service, and the costs related to them
3. Any Pre-Existing Medical Condition
4. Sickness or Injury caused by the absorption of alcoholic beverages (blood alcohol level higher than or equal to the levels referred to in Article 12 paragraph 2, points 1, 4, 6 of the Luxembourg law of 14 February 1955 concerning the regulation of traffic on public roads, as amended, in the event of an accident involving a vehicle) by the Insured Person.
5. Consumption of narcotics, drugs or medications that are not medically prescribed.
6. The consequences of civil or foreign wars, political instability, popular movements, riots, acts of terrorism, reprisals, restrictions on the free movement of persons and goods, explosions, release of nuclear radiation or any other case of force majeure.
7. Contact with and/or contamination by:
  - a nuclear substance, i.e. any element, particle, atoms or matter which, by emission, discharge, dispersion, release or escape of radioactive materials, emits a level of radiation through ionisation, fission, fusion, rupture or stabilisation;
  - a chemical substance, i.e. any solid, liquid or gaseous component which, depending on how it is handled, is likely to cause illness, disability or death, in humans and animals.
8. Effects of explosions, heat development or radiation from transmutation of atomic nuclei and radioactivity; and effects of radiation caused by the artificial acceleration of particles.
9. The wilful or intentional misconduct of the Insured Person.
10. The absence of unforeseeable circumstances.
11. The (attempted or actual) suicide of the Insured Person.
12. The participation of the Insured Person in fights, crimes, bets, insurrections, riots or uprisings, except if s/he is acting in self-defence or assisting a person in danger or if s/he is carrying out his/her professional duty;
13. Civil or foreign wars and their consequences.
14. Effects of explosions, heat development or radiation from transmutation of atomic nuclei and radioactivity; and effects of radiation caused by the artificial acceleration of particles.

15. Any other case of force majeure.

## CHAPTER 2 - CANCELLATION/MODIFICATION OR INTERRUPTION OF TRAVEL

### ELIGIBILITY

You must pay 30% of the total cost of Your Trip (transport and/or accommodation costs) with Your Insurance Card.

In the case of an event that leads to an Interruption of the Trip and Your return Home, You must contact Europ Assistance before interrupting Your Trip by calling (+352) 27 30 21 33. The service is available 24 hours a day, 365 days a year to provide You with advice and assistance for Your return Home.

### a. Cancellation

#### 1. Definitions specific for the cover

##### Non-recoverable costs

Cancellation or modification fees of a covered Trip, remaining the responsibility of the Insurance Cardholder, excluding:

- > the premium for the Trip cancellation/modification insurance possibly taken out by the Insurance Cardholder or automatically included in the price of the covered Trip,
- > airport taxes (which must, in application of the regulations in force, be reimbursed by the tour operator or the carrier).

##### Significant material damage

Any material damage (Fire, Theft, Water Damage, Explosion, Collapse) the seriousness of which absolutely requires the presence of the Insured to take the necessary precautionary measures or because this presence is required by the police authorities.

#### 2. Purpose of the cover

The purpose of the cover is to reimburse the Insured Cardholder, up to the maximum amount indicated in the Schedule of Cover, for non-recoverable Costs in the event of cancellation or modification of the Covered Trip, when this cancellation or modification is due to one or other of the following Events of which the Insured Person is not aware at the time of purchase or reservation of the Covered Trip:

1. Bodily injury or unexpected death of You or a Close Relative
2. Significant material Damage to the Insured Person's immovable property or, if the Insured Person is a self-employed professional or runs a business, to his/her professional premises, provided that it occurs within ten (10) days of the date of departure.



## IMPORTANT

- The Insured Person must, as soon as s/he becomes aware of the Event which requires the cancellation or modification of the covered Trip, immediately and at the latest within seventy-two (72) hours - within the limit of the termination of cover, i.e. the next day, midnight of the day after planned departure - take the necessary steps to cancel or modify the covered Trip with the travel operator.
- If this seventy-two (72)-hour period is not respected (except in exceptional circumstances or cases of force majeure), the indemnity will be calculated on the basis of the non-recoverable costs which would have been left to be paid by the Insurance Cardholder if the cancellation or the modification of the covered Trip had been made on the same day as the occurrence of the Event which justified the cancellation or modification.
- When the cancellation or modification of the covered Trip is caused by Bodily Injury, the compensation decision is subject to the opinion of the medical adviser of the Insurer who reserves the right to carry out any medical check-up s/he deems useful and to request the medical documents s/he deems necessary.

### 3. Effect, termination and duration of the cover

This cover takes effect:

- in the event of serious Bodily Injury or death, as soon as the insured Trip is purchased,
- in the event of Significant Material Damage, a maximum of ten (10) days before the date of departure.

This cover stops at midnight on the day following departure.

#### *b. Trip Interruption*

##### 1. Definition specific to the cover

###### **Significant material damage**

Any material damage (Fire, Theft, Water Damage, Explosion, Collapse) the seriousness of which absolutely requires the presence of the Insured Person to take the necessary precautionary measures or because this presence is required by the police authorities.

##### 2. Purpose of the cover

The purpose of this cover is to reimburse the Insurance Cardholder up to the maximum amount indicated in the Schedule of Cover:

- Unused and irrecoverable transport or accommodation costs
- Transport costs and any other prepaid costs

that You have paid or are contractually obliged to pay

- Reasonable additional Trip expenses incurred

As soon as the insured Trip is interrupted before its end following the occurrence of one of the following events, insofar as it is beyond Your control, and that You were not aware of it at the time You booked Your Trip:

1. Serious Bodily injury or unexpected death of You or a Close Relative.
2. Redundancy of the Insured, provided that s/he was not notified of the redundancy interview prior to the purchase or reservation of the covered Trip.
3. Significant Material Damage to the Insured Person's immovable property or, if the Insured Person is a self-employed professional or runs a business, to his/her professional premises, **provided that it occurs during the covered Trip.**

### 3. Effect, termination and duration of the cover

This cover will take effect on the start date of the covered Trip. It shall cease after a period of sixty (60) days following the date of departure of the covered Trip and, in any event, on the date of return to the usual Country of Residence of the Insured Person.

## SPECIAL CONDITIONS

You must obtain:

1. A medical certificate from the Medical Authority, 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 fail to cancel Your Trip with Your travel agency, tour operator or hotel or transport provider as soon as You become aware of an event that justifies cancellation of Your Trip, We will only be able to compensate You for the cancellation fee that would have been payable if You had not failed to cancel or cancelled late.
3. If You cancel the Trip due to a Serious Bodily Injury, You must provide a medical certificate from the Medical Authority treating the injured/ill person, stating that this necessarily and reasonably prevented You from travelling.
4. You must contact Us so We can arrange for Your return in the event of a Trip Interruption.

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



#### EXCLUSIONS

In addition to the general exclusions, the following are excluded:

1. Claims arising from or related to any Pre-Existing Medical Condition concerning You.
2. Airport taxes (which must, pursuant to the regulations in force, be reimbursed by the tour operator or the carrier).
3. Purchases of ticket(s) for a cultural, leisure or sporting event if they are the subject of separate Rules for the covered Trip.
4. All costs incurred because You did not immediately contact Europ Assistance to make the necessary travel arrangements, even though You knew that Your Trip was going to be interrupted.
5. All claims arising directly or indirectly from dismissal caused by, or as a consequence of, conduct resulting in Your dismissal or in the event of Your resignation or voluntary redundancy or where notice of dismissal has been given to You prior to the cover taking effect or prior to the date of booking the Trip (whichever is later).
6. Claims arising directly or indirectly from circumstances known to You prior to the date this cover came into effect or prior to the time of booking any Trip (whichever event occurs later) which could reasonably be expected to result in the cancellation or interruption of the Trip.
7. Charges paid using points earned on loyalty schemes, e.g. Avios, or bonus card schemes, Timeshare, Holiday Property Bond or other holiday points schemes and/or any associated maintenance charges.
8. Any claim arising from pregnancy or childbirth unless such claim is certified by a Medical Authority as being necessary, as a result of unforeseen complications commencing after the date this cover came into effect or after booking any Trip, taking into account the event closest to the departure date.
9. All costs incurred where You do not have a medical certificate from a Medical Authority at the place of the Claim explaining why it is deemed necessary to return to Your Country of Residence early.
10. Any claim resulting from the non-presentation, for whatever reason, of one of the documents essential to the insured Trip such as passport, visa, transport tickets, or vaccination booklet.

## CHAPTER 3 - MISSED DEPARTURE/MISSED CONNECTION

### 1. Purpose of the cover

The purpose of this cover is to reimburse the Insurance Cardholder, up to the maximum amount shown in the Schedule of Cover, for reasonable food and beverage expenses, hotel expenses (accommodation only) and transport costs paid by You in order to reach Your final destination abroad, as well as connecting flights outside Your Country of Residence if You arrive late at the check-in point of the Scheduled International Public Transport Means with which You have booked the initial part of Your Journey as a result of:

1. The breakdown of another Scheduled Public Transport Means; or
2. An accident or breakdown of the vehicle in which You are travelling;

and if the carrier does not offer You a comparable Trip within 4 hours of the scheduled time or within 4 hours of the actual arrival time of a connecting flight.

### 2. Effect, termination and duration of the cover

This cover takes effect from the date of departure until the date of termination.

#### SPECIAL CONDITIONS

1. You must allow sufficient time for the Scheduled Public Transport Means or other means of transport to bring You to and from the departure point on time.
2. You must obtain a written statement from the carrier confirming the delay and stating the reason.
3. You must keep all receipts and invoices.
4. You must obtain a written certificate from the police or breakdown service regarding the breakdown or accident in which the vehicle You were in was involved.
5. Coverage only applicable in the country on international flights to and from abroad.
6. The cover in Chapter 3 - Missed Departure/Missed Connection and Chapter 4 - Delayed Departure are not cumulative.

#### EXCLUSIONS

In addition to the general exclusions, the following are excluded:

1. Strike or industrial action in progress or publicly announced on the date this cover came into effect, or on the date You booked Your Trip (whichever is later).
2. A breakdown or accident on the vehicle in which You were travelling, if You are unable to provide a certificate from the police or breakdown





services.

3. A breakdown in the vehicle owned by You and in which You were travelling, which has not been maintained in accordance with the manufacturer's instructions.
4. Withdrawal (temporary or otherwise) of authorisation for an aircraft or ship on the recommendation of the civil aviation or port authorities or any similar authority, irrespective of the country.
5. Additional costs if the Scheduled Public Transport Means has offered a reasonable alternative.
6. Missed departure when there is less than two (2) hours between connecting flights at an international departure point or more than two (2) hours if flight reservation systems require more connecting time.
7. Any expenses incurred when a reasonable alternative has been offered within four (4) hours of the scheduled departure time or within four (4) hours of the actual arrival time of a connecting flight.

## CHAPTER 4 - DELAYED DEPARTURE

### 1. Purpose of the cover

If the departure of the Scheduled and Charter Public Transport on which You were due to travel is delayed for the following reasons:

1. A Strike or social movement, or
2. Bad Weather Conditions, or
3. A mechanical or technical breakdown of the Scheduled Public Transport Means on which You were due to travel

We will reimburse You, up to the maximum amount shown in the Schedule of Cover, for meals, refreshments, return travel to the station/airport and the first night's accommodation after a minimum delay of:

- a) 4 hours from the original scheduled departure time for scheduled flights;
- b) 6 hours for charter flights; and
- c) 2 hours for Main Line Train Trips in relation to the original timetable as shown on the train ticket.
- d) If You are delayed for at least twenty-four (24) hours, We will pay up to the additional amount as shown in the Schedule of Cover.

### 2. Effect, termination and duration of the cover

This cover takes effect from the date of departure until the date of termination.

## SPECIAL CONDITIONS

1. You must check-in according to the route map (itinerary) that has been provided to You, if applicable.
2. You must obtain a written statement from the carriers (or their representatives) stating the number of hours of delay and the reason for the delay.
3. You must abide by the terms and conditions of the travel agent, tour operator or transport provider.
4. You must keep all receipts and invoices for expenses incurred.
5. The cover in Chapter 3 - Missed Departure/Missed Connection and Chapter 4 - Delayed Departure are not cumulative.

## EXCLUSIONS

In addition to the general exclusions, the following are excluded:

1. A Strike or industrial action or air traffic control delay existing or publicly announced on the cover comes into effect or on the date of booking Your Trip (whichever is later).
2. Withdrawal (temporary or otherwise) of authorisation for an aircraft or ship on the recommendation of the civil aviation or port authorities or any similar authority, irrespective of the country.
3. Costs and expenses for which any carrier or service provider must compensate You, has compensated You or will compensate You in the future.
4. Any expenses incurred when a reasonable alternative has been offered within four (4) hours of the scheduled departure time six (6) hours for charter flights; and two (2) hours for Main Line rail Trips following the scheduled departure time for scheduled flights.
5. Any situation or Event caused by You (for example: You did not check in at the departure point).

## CHAPTER 5- TRANSPORT CANCELLATION

### 1. Purpose of the cover

Provided that at least 30% of the cost of the covered Trip has been paid with the Insurance Card, the purpose of the cover is to reimburse the Insurance Cardholder for the additional costs incurred by changing his/her "outward" or "return" scheduled Trip ticket to a similar or higher category of comfort up to the maximum amount indicated in the Schedule of Cover (regardless of the number of persons).

This cover is in addition to any other compensation



paid by the carrier and is granted on the basis of the costs actually incurred by the Insured Person.

## SPECIAL CONDITIONS

This cover shall apply in the following cases:

1. You must have paid the additional costs of the modified ticket with the Insurance Card.
2. If the departure from any place of embarkation of a confirmed scheduled flight or rail connection is delayed by 4 hours or more or cancelled and if no other means of transport is made available to You by the carrier within four (4) consecutive hours of the departure time of the scheduled flight or rail connection.
3. If You are not allowed to board a confirmed scheduled flight or rail connection due to overbooking and if no other means of transport is made available to You by the carrier within four (4) hours of the departure time of the scheduled flight or rail connection.
4. If Your connection is missed at the place of transit, due to the late arrival of the scheduled flight or rail connection and if no other means of transport is made available to You by the carrier within four (4) consecutive hours of the actual arrival time of the original flight or rail connection.

## EXCLUSIONS

In addition to the general exclusions, the following is excluded:

1. Coverage if You refused the alternative means of transport provided by the carrier within four (4) hours after the departure time of the scheduled flight.

## CHAPTER 6 - PERSONAL EFFECTS AND DELAYED DELIVERY OF LUGGAGE

### 1. Definitions specific for the cover

#### Baggage

- Any suitcase, trunk and travel bag of the Insured Person.
- Their contents: clothing, personal effects and objects of value, excluding perishable foodstuffs, animals, plants, prostheses and appliances, glasses, contact lenses, personal and identity papers, commercial, administrative or business documents, samples, travel tickets, vouchers, means of payment and any goods whose purchase, possession or use is prohibited in Luxembourg.

#### Replacement value

Value calculated according to the time elapsed between the date of purchase of the Baggage or Valuable Item and the date of the Claim:

- up to 1 year: 100% of the purchase value,

- 1 to 2 years: 75% of the purchase value,
- 2 to 3 years: 65% of the purchase value, with an allowance of 10% for each additional year beyond 3 years.

### 2. Purpose of the cover

#### PERSONAL EFFECTS

The purpose of this cover is to reimburse the Insurance Cardholder, up to the maximum amount indicated in the Schedule of Cover, for the loss, theft and/or accidental damage to Personal Effects checked in and placed under the responsibility of a transport company, or the theft of Personal Effects from a hotel room or a rental car. Our compensation is calculated on the basis of the Replacement Value, less Wear and Tear (or We may, at Our discretion, replace or repair lost or damaged Personal Effects).

#### DELAYED DELIVERY OF LUGGAGE

The purpose of this cover is to reimburse the Insurance Cardholder, up to the maximum total amount shown in the Schedule of Cover, for the emergency purchase of clothing, medication and toiletries if Your checked Baggage containing Your Personal Effects is temporarily lost during Your outward Trip and if it is not delivered to You within eight (8) hours of Your arrival.

#### PASSPORT, IDENTITY CARD OR VISA

In the event of the loss or theft of Your passport or identity card or visa outside Your Country of Residence, the purpose of the cover is to reimburse the Insurance Cardholder, up to the amount indicated in the Schedule of Cover, for the reasonable and necessary transport and accommodation costs incurred outside Your Country of Residence in order to obtain a replacement. Expenses relating to the replacement document are not covered.

### SPECIAL CONDITIONS

1. You must obtain a written statement from the carrier confirming the number of hours Your Baggage was delayed.
2. The amounts indicated correspond only to the actual expenses incurred in addition to and beyond the compensation paid by the carrier.
3. Claims will only be considered for the purchase of essential clothing and toiletries, and only if such purchases are made within four (4) days of actual arrival at destination and are debited to the Insurance Card unless the Insurance Card could not be used for such essential purchases, and the itemised invoice for such purchases must be retained.
4. No refunds will be made if purchases have been made after Your Baggage has been delivered to You.
5. You must keep all receipts and invoices.
6. The "Delayed Baggage Delivery" cover applies only





to Your outbound trip outside Your Country of Residence.

7. You must report any theft or attempted theft of Your Personal Effects to the local police authorities within 24 hours and obtain a written report.
8. For items damaged during Your Trip, You must obtain official documentation from the relevant local authorities.
9. If Your Personal Effects are lost, stolen or damaged while in the care of a carrier or transport company, You must report the details of the loss, theft or damage in writing to them and obtain an official report from the relevant local authorities.

If Your Personal Effects lost, stolen or damaged while in the care of an airline, You must:

- a) Obtain a P.I.R. (Property Irregularity Report) or "Baggage Irregularity Report" from the airline.
  - b) Send a statement to the airline by post to inform them of the incident within the time limit mentioned in their conditions of carriage (please keep a copy) and send the airline's reply letter indicating the amount of compensation or, if applicable, its refusal.
  - c) Keep the tickets and check-in labels to send to Us if You need to claim compensation under this Policy.
10. You must provide Us with original proof of ownership of the lost, stolen or damaged items in order for Us to assist You in establishing Your claim.
  11. Compensation is calculated on the basis of the market value of the object concerned at the time it was lost, stolen or damaged, minus the loss of value due to wear and tear.

#### EXCLUSIONS

In addition to the general exclusions, the following are excluded:

1. Loss or damage due to delay, confiscation, seizure, destruction or detention by customs or any other administrative authority.
2. Cheques, travellers' cheques, cash, money orders, prepaid tickets or coupons, travel tickets, debit, credit or charge cards.
3. Baggage and its contents which are not the personal property of the Insured Person.
4. Unmounted precious stones, non-prescription sunglasses, cosmetics, perfumes, antiques, musical instruments, notarial deeds, manuscripts, securities, perishable goods, bicycles and damage to suitcases (unless the suitcase is totally unusable following a Claim).
5. Loss of or damage to china, glassware (except watch glasses, camera glasses, binoculars or telescopes), and fragile or breakable objects unless the loss or damage is due to theft, fire, or

an accident involving a plane, train, boat or motor vehicle.

6. Claims for which there are no original receipts, proof of ownership or expert opinion by an insurance company (obtained prior to the Claim) if the items are lost, stolen or damaged.
7. The loss, theft or damage of goods for professional use, mechanical accessories and other objects used in the course of Your work-related activity.
8. Loss or deterioration due to Wear and Tear, depreciation, deterioration, atmospheric or climatic conditions, invasion by moths or vermin, as well as all cleaning, repair or restoration processes, mechanical or electrical breakdowns or leaks.
9. Loss or deterioration due to economic depreciation, exchange rate fluctuations or shortages as a result of errors or omissions.
10. Claims following theft from Your hotel or rental car, except in the case of a duly recorded break-in and subject to a police report.
11. Damage resulting from the leakage of powder or liquid from personal effects or luggage.
12. Claims arising from the theft, loss or damage of Personal Effects when shipped as cargo or goods.
13. The costs incurred by the Insured Person upon arrival of the aircraft or train, at the end of the return journey from the covered Trip, regardless of the Baggage delivery time.

## CHAPTER 7 - ACCIDENTS ABROAD

### 1. Purpose of the cover

This cover applies provided that at least 30% of the costs of the insured Trip have been paid with the Insurance Card.

If You suffer Bodily Injury while using a Public Transport Means during Your Trip which, within twelve (12) months, is the sole immediate cause of Your death or Loss of Limb, Loss of Sight or Permanent Total Disability, We will pay You compensation as shown in the Schedule of Cover.

### 2. Effect, termination and duration of the cover

#### Effective date of the cover

This cover takes effect:

- from the moment the Insured Person leaves his/her home or his/her usual place of work to make a covered Trip and this only if there has been payment for a ticket.

#### Cover end date



The cover ends:

- on the day and time of the Insured Person's return to the first place s/he left, namely his/her Home or his/her usual place of work,

#### SPECIAL CONDITIONS

1. Compensation is not due for Permanent Disability less than one year after the date on which You suffer a Bodily Injury.
2. You cannot combine several benefits listed in the Schedule of Cover.

Any normal and usual Trip to and from the Beneficiary's Home, place of work or secondary residence, shall not be considered as a Covered Trip.

#### EXCLUSIONS

**In addition to the general exclusions, the following are excluded:**

1. Claims arising from or related to any Pre-Existing Medical Condition.
2. Any disability or death caused by a deterioration in physical health (e.g. stroke or heart attack) and not resulting directly from a Personal Injury.
3. Bacterial infections except pyogenic infections resulting from a cut or an accidental Injury.
4. Medical or surgical procedures unless they are the result of an Injury.
5. Injuries resulting from the use of drugs and non-prescribed medicines or due to a drunk state established by the presence in the blood of a level of pure alcohol equal to or greater than that set by the regulations governing automobile traffic in force in the country in which the Injury took place on the date of the Injury.

## CHAPTER 8 - PUBLIC LIABILITY FOR PERSONAL LIFE ABROAD

### 1. Definition specific to the cover

#### Third party

Any natural person or legal entity with the exception of:

- Persons with the status of Insured Person, their ascendants, their descendants,
- Their employees, whether salaried or not, in the performance of their duties.

### 2. Purpose of the cover

The purpose of the cover is to cover, up to the maximum amount indicated in the Schedule of Cover, the financial consequences of the public liability that may fall on the Insured Person, by virtue of the

legislation or jurisprudence in force in the country of stay, due to Bodily Injury and/or Material Damage caused to Third Parties during a Covered Trip Abroad

### 3. Effect, termination and duration of the cover

The tickets for the covered Trip Abroad have been paid for in advance: this cover takes effect as soon as the Insured Person leaves his/her usual Country of Residence and ceases as soon as he/she returns to his/her usual Country of Residence.

No travel tickets were previously paid for with the Insurance Card, but the Insured Person's hotel or car rental expenses were paid for with the Insurance Card: this cover takes effect from the start of the hotel stay and/or car rental and ceases at the end of the hotel stay or car rental plus twenty four (24) hours.

#### SPECIAL CONDITIONS

1. You must inform Us in writing as soon as possible of any incident that may give rise to a claim.
2. You must send Us any legal claim form, summons, letter of claim or other document as soon as you receive it. You must not admit any liability, make or promise to make any payment or enter into any discussions in respect of any claim without our written consent. However, the acknowledgement of the facts of the case does not constitute an acknowledgement of responsibility, nor does the provision of emergency assistance to the victim, which is a reasonable act of assistance that any person would provide.
3. We may intervene to take up your defence and conduct the proceedings in respect of the facts, damage and losses covered by the insurance cover described in this paragraph.
4. You will participate in and provide the information and documents in Your possession in order to organise Your defence.
5. The assumption of Your defence, as a precautionary measure, shall not be construed as an acknowledgement of warranty or application of insurance cover or as an undertaking on Our part to bear damages and losses which may not be covered by this Policy.
6. If the claim is not covered by this Policy and We have paid any sums on Your behalf or made a deposit on Your behalf, We reserve the right to seek reimbursement from You of all such sums.
7. In the event of Your death, Your legal representative(s) will be entitled to the benefits set out in the Schedule of Cover, provided that the representative(s) meet(s) all the conditions contained in this document.

#### EXCLUSIONS

**In addition to the general exclusions, the following are excluded:**

**Compensation or costs of proceedings arising**



directly or indirectly from:

1. The liability You have accepted for a Claim for which You would not have been liable if You had not accepted liability.
2. A Claim arising in the course of Your professional or commercial activity, provision of services or supply of goods.
3. Damage resulting from any participation in official sports matches, races or competitions or other preparatory trials for such events, as well as the practice of any sport in a professional capacity.
4. Damage involving the Insured Person's professional public liability and/or the public liability of his/her employer.
5. Activities requiring specific and compulsory public liability insurance.
6. Any immaterial damage not resulting from Bodily Injury or Material Damage covered.
7. Any damage caused by motor vehicles, caravans, motorised vehicles, sailing or motorised boats, aircraft or animals owned, operated or kept by the Insured Person or by persons for whom he/she is civilly liable.
8. The transmission of a virus or contagious illness.
9. Possession or occupation of land or buildings (except in the case of occupation of a temporary holiday home for which We will not pay the first €250 per request for compensation and per Claim).
10. Damage caused by buildings or parts of buildings of which the Insured Person is the owner, tenant or occupier.
11. Criminal, intentional or deliberate acts on Your part.
12. Damage resulting from riding on the back of exotic animals, any form of skiing when off-piste, driving special devices such as go-karts, jet skis, jet bikes or similar, sledging, qualified scuba diving and diving over 40 metres, and paintball.
13. Any damage caused to property belonging to or in the custody of the Insured Person at the time of the Event.
14. Fines, including those which would be considered as civil remedies, and costs relating thereto.
15. Any indirect damage caused, such as loss of profits or similar indirect damage.

## CHAPTER 9 - RENTED VEHICLE – CDW (Collision Damage Waiver)

### 1. Definitions specific for the cover

#### Insured Person

- The Insurance Cardholder
- Anyone designated as a driver on the Rental Agreement and travelling with the Insurance Cardholder.

#### Rental agreement

Contract under which the Rental Vehicle is rented, meeting the following conditions:

- taken out for a covered Trip or during a covered Trip,
- taken out with a professional rental agency,
- taken out for a maximum period of use of thirty-one (31) consecutive days, even if the rental is made up of several successive agreements.
- compliant with local regulations,
- is subject to a payment which may be made either at the start of the rental or at the end of the rental, provided that the Insurance Card was used when booking.

#### Deductible

- The portion of the claim for which the Insurance Cardholder remains financially liable under the rental agreement in cases where the Insured Cardholder has refused to accept the rental vehicle insurance policy and
- The irreducible excess set out in the rental agreement where the Insurance Cardholder would have accepted or been obliged to accept the insurance of the rental vehicle.

#### Rental vehicle

Land vehicle with an engine and 4 wheels that is registered, covered by a rental agreement with a professional lessor, subject to Payment for the rental, which may occur either at the start of the rental or at the end of the rental as long as the Insurance Card was used when booking. Coverage under this cover is valid for the period specified in the rental agreement for a Trip, but not more than 31 days. Collision damage cover is only available for Rental Vehicles hired and driven outside the Country of Residence.

#### Insurance of a Rental Vehicle

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

### 2. Purpose of the cover

The purpose of this cover is to reimburse the Insurance Cardholder, up to the maximum amount shown in the Schedule of Cover, for the amount of the excess (where the car rental company covers damage to the Rental Vehicle in excess of the excess through another contract or insurance for Rental Vehicles) if the car



rental company or agency holds You responsible for costs arising from damage to the Rental Vehicle during the rental period as a result of damage, fire, vandalism or theft of the Rental Vehicle and the subsequent loss of profit arising during the period the Rental Vehicle is unavailable for hire as a result of such damage or loss.

### 3. Effect, termination and duration of the cover

#### Cover effective date

This cover takes effect upon delivery of the keys and documents of the Rental Vehicle and after the signing of the Rental Agreement.

#### Cover end date

This cover ends upon return of the Rental Vehicle as well as the keys and papers and in any event, at the end of the rental period.

### SPECIAL CONDITIONS

1. The cover will not apply to You if You:
  - a) Do not hold a valid driving licence for the category of rental Vehicle being driven (which must be issued in Your Country of Residence or in the country issuing Your passport);
  - b) Have been convicted (or are awaiting prosecution) for driving under the influence of drugs;
  - c) Have been convicted (or are awaiting prosecution) of drink driving in the previous two years;
  - d) Have been convicted or suspended (or are awaiting prosecution) for dangerous driving and/or traffic offences relating to reckless driving;
  - e) Are under 21 years of age;
  - f) Violate the terms of the rental agreement.
2. The cover will not apply to the following types of Rental Vehicle:
  - a) Hired vehicles with a retail selling price exceeding €75,000 (or equivalent in local currency);
  - b) Mopeds and motorbikes, commercial vehicles, trucks, campers, and vehicles not authorised to travel on the road, including trailers or caravans;
  - c) Hired vehicles used as a reward, used in motor races, rallies, speed tests or endurance events, or in training for such events.
  - (d) Hired vehicles used for commercial purposes.
3. You will be covered provided you rent only one Rental Vehicle at a time.
4. This cover is valid for the period specified in the rental agreement, but in any event for not more than 31 days.
5. Revolving credit or leasing agreements are not

covered.

6. Cover is granted to the Insured Person up to a limit of 2 Claims per Insurance Card and per calendar year.

### IMPORTANT

When renting Your Vehicle, We recommend that You:

- Ensure that Your Rental Agreement is fully completed, without deleting parts or adding to it and that it indicates the amount of the applicable excess;
- Survey and report the condition of the Rental Vehicle before and after the rental thereof;
- in the event of theft or vandalism of the Vehicle, file a complaint within 48 hours with the competent authorities specifying the circumstances of the Claim and the references of the Rental Vehicle (make, model, etc.).

In the event of a Claim, compliance with these provisions will facilitate the management of your file.

Public Liability of the Insured Person as the driver of a Rental Vehicle is not covered, we recommend that You take out LIA type insurance (Liability Insurance Automobile) which is offered by the rental agency in the Rental Agreement.

We will not, under any circumstances, reimburse You for the lessor's insurance premiums that You have paid under the Rental Agreement, including those automatically included in the Rental Agreement that You have accepted.

### EXCLUSIONS

In addition to the general exclusions, the following are excluded:

1. Material damage to the Rental Vehicle:
  - following the confiscation or removal of the Rental Vehicle by a police authority or upon requisition;
  - resulting from the use, by the Insured Person, of narcotics or similar substances or medicines, not prescribed by a practitioner authorised to prescribe a prescription, or due to a drunk state established by the presence in the blood of a level of alcohol equal to or greater than that set by article 12, paragraph 3, points 1, 4 and 6 of the Luxembourg law of 14 February 1955;
  - resulting from normal wear and tear of the Rental Vehicle;
  - damage already existing to the Rental Vehicle at the date of entry into force of the Rental Agreement whether or not listed in the Rental Vehicle Condition Sheet;
  - defects in the conformity and construction of the Rental Vehicle for which the manufacturer of the Rental Vehicle is responsible;
  - caused to the passenger compartment of the Rental Vehicle by an animal owned or





cared for by the Insured Person, or as a result of a smoking accident;

2. The booking fee charged by the lessor for the reservation;
3. Driving the Rental Vehicle off public roads, on unsurfaced roads, across waterways or in areas where motorised traffic is not permitted or is prohibited, as well as any misuse of the Rental Car;
4. Use of the Rental Vehicle for kidnapping, arms dealing, insurrection, civil disorder or any other event involving a dangerous situation;
5. Damage caused by an unauthorised driver of the Rental Vehicle (a person not named as a driver in the Rental Agreement);
6. Expenses not related to the repair or replacement of the Rental Vehicle, including but not limited to fines, taxes or handling fees;

7. The following vehicles:

a vehicle of more than 3.5 tonnes of total authorised unladen weight;

- a collector's vehicle in circulation for more than twenty (20) years and whose production was stopped for more than 10 years by the manufacturer;
- a vehicle with a load volume of more than 8 m<sup>3</sup> (cubic metres);
- an off-road vehicle when used off the road network;
- a motor home or caravan;
- a limousine;
- a vehicle of one of the following makes:

AC Cobra, Acura, ARO, Aston Martin, Audax, Bentley, Berkeley Cars, Briklin, Bugatti, Cadillac, Caterham, Chevrolet corvette, Dodge (Viper, Stealth), Coste, Daimler, De Lorean, De Tomaso, Donkervoort, Eagle, Excalibur, Ferrari, Geo, Gillet, Ginetta, Graham Paige, GTM, Holden, Hudson, Hummer, Imola, Intermecanica, International Harvester, Isdera, , Jensen, Lamborghini, Lincoln, Lotus, Maserati, Mac Laren, Mikrus, Mopar, Morgan, Mega, Packard, Pierce Arrow, Riley motor car, Rolls Royce, Stallion, Studebaker, Tucker, TVR, Venturi, Wiesmann, Chevrolet commercial vehicles, Kit Cars.

## CHAPTER 10 - ASSISTANCE TO TRAVELLERS ABROAD

### 1. Purpose of the cover

During Your Trip outside Your Country of Residence, We shall:

1. advance criminal bail (excluding deposits required to cover public liabilities, fines or compensation payable by You) and legal fees up to the amount shown in the Schedule of Cover, in the event of imprisonment or threat of imprisonment involving You while travelling. All advance payments and delivery charges will only be made if recognised means of reimbursement (bank or third party guarantee) are made available to Us in advance.
2. Provide the necessary information and assist You in obtaining replacement identity documents from the appropriate local authority in the event of loss or theft of documents required for the Return Trip. We will not cover the cost of issuing new identity papers.
3. Arrange and pay for the shipment of Your corrective contact lenses, spectacles or replacement hearing aids that You normally wear and that are essential for the continuation of Your Trip. This service will be provided on condition that We can access these replacement items or that they are delivered to Our office, as directed by Us to You or Your representative.
4. Organise and pay for the shipment of essential prescribed medicines when they are lost or stolen, if they are not available locally or have no local equivalent. We will pay the shipping costs, however, the costs of obtaining the medicines will be at Your expense. The transport of medicines remains subject to the regulations imposed by the airlines or any other transport company, as well as local and/or international law.
5. We will arrange and pay for an interpreter if You receive a guaranteed assistance service abroad under this Policy and the language spoken in the country where You are located causes You problems of understanding.
6. We will pay the telephone costs for calls to or from Us, in the case of Our covering of an assistance service covered abroad under this Policy. This reimbursement will be made exclusively on presentation of the detailed invoice from the telephone operator.
7. We will make available to You, at Your request, the amount in foreign currency that You need up to the sum indicated in the Schedule of Cover, if You request an assistance service covered Abroad by virtue of this Policy and You are faced with unexpected expenses.



We reserve the right to require a bank guarantee or a guarantee from You, which ensures that the advance is repaid in full. Amounts advanced must be repaid to Us in full within thirty (30) days of the date of payment of the said advance by Us.

#### **EXCLUSIONS**

In addition to the general exclusions, the following are excluded:

1. Delivery costs.
2. Shipments of blood products and blood derivatives, products reserved for hospital use or products requiring special storage conditions, in particular refrigeration, and more generally products not available in pharmacies in Luxembourg.
3. Customs duties.

## **CHAPTER 11 - MEDICAL ASSISTANCE, MEDICAL EXPENSES AND OTHER REIMBURSEMENTS ABROAD**

### **1. Purpose of the cover**

We will pay the following expenses, up to the maximum amount shown in the Schedule of Cover, for each Beneficiary who suffers a sudden and unexpected Serious Bodily Injury, or Pregnancy with Complications involving You, or who dies during a Trip outside the Country of Residence

#### **a. Advance for hospitalisation expenses abroad**

##### **Significant**

This service is only provided if Our medical department, after consultation with the Medical Authority attending You, decides that You cannot be transported. No advance payment will be made from the moment We are in a position to carry out the transport, regardless of any decision You may make.

We will advance the cost of hospitalisation up to the maximum amount shown in the Schedule of Cover for the prescribed treatment as agreed with Our medical department. We will first send You or a Close Relative or, where appropriate, a nominated third party, a form showing the amounts owed which the person must sign and return to Us. In this case, You must reimburse Us for this advance within three months of the date of sending the invoice. After this period, We shall be entitled to claim reimbursement of the sums due as well as any interest calculated at the legal rate. Our advances cease on the day that Our medical department considers it possible to repatriate You. In all cases, You must send a request for reimbursement of Your hospital costs to Your primary health insurance fund, or to Your insurance company or to any other insurance or organisation to which You may submit Your request.

#### **b. Additional reimbursement of medical expenses abroad**

We will reimburse You, up to the maximum amount stated in the Table of Benefits, for medical expenses incurred which have not been reimbursed by Your primary health insurance fund, Your insurance company or any other insurance or organisation to which You pay contributions. We will reimburse You for any costs not borne by the above organisations, provided You provide Us with original documents as proof of reimbursement by these organisations. If the organisation to which You pay contributions does not pay for the medical expenses incurred, We will reimburse You up to the maximum amount indicated in the Schedule of Cover, provided that You supply the original invoices for the medical expenses and proof that these expenses are not covered by these organisations.

Expenditure eligible for further reimbursement:

- Medical expenses;
- Medical examinations;
- Medication Costs prescribed by a Medical Authority;
- ambulance costs prescribed by a Medical Authority to transport You to the nearest hospital, only if Your health insurance organisation refuses to pay for it;
- cost of a hospital stay;
- emergency dental treatment that cannot be postponed for the immediate relief of pain and/or emergency repairs to dentures or artificial teeth solely for the purpose of reducing disruption during meals, which will be reimbursed up to the maximum amount specified in the Schedule of Cover;
- all necessary and reasonable emergency medical expenses incurred for all children born as a result of Pregnancies with Complications. Claims for multiple births are considered as one event.

#### **c. Transport/Repatriation**

With the prior authorisation of Europ Assistance, the additional travel costs to repatriate You to Your Home when this is recommended by Our medical department, including the cost of a medical escort if necessary. The repatriation costs that We will cover will correspond to those of a class of travel equivalent to that used for the outward journey, unless otherwise agreed by Europ Assistance.

#### **d. Extending a stay**

Up to the maximum amount per night for ten (10) nights, as stated in the Schedule of Cover, the cost of hotel accommodation reasonably incurred, in a





hotel category equivalent to that of Your original booking, if it is medically necessary for You to stay after Your original return date. This includes, with the prior authorisation of Europ Assistance, up to the maximum amount per night indicated in the Schedule of Cover, the additional accommodation costs incurred by a friend or close relative to stay at Your side and accompany You to Your Home. If You and Your friend or close relative cannot use the travel ticket initially planned for Your return Home, Europ Assistance will pay for the additional transport costs on the basis of the reservation class that You had initially planned for Your return Home.

**e. Hospitalisation presence**

Economy class transport, and up to the amount per night for ten (10) nights indicated in the Schedule of Cover, the hotel costs reasonably incurred by a relative close to the Country of Residence to visit You or accompany You to Your Home if You are travelling alone and You are hospitalised for more than ten (10) days, with the prior authorisation of Europ Assistance.

**f. Return Home of children under 15 years of age**

Economy class transport, and up to the amount per night for three (3) nights shown in the Table of Benefits, hotel expenses reasonably incurred by a Close Relative to travel from the Country of Residence to accompany Beneficiaries under the age of 15 years to Your Home in the Country of Residence if You are not physically able to care for them. If You are unable to appoint a person, We will choose a qualified person. If the return ticket(s) originally booked for the child cannot be used, We will pay for the child's single economy ticket home.

**g. Transport of bodies**

In the event of death outside Your Country of Residence, the costs of post-mortem treatment, burial and transport arrangements, as well as the reasonable costs of transporting Your ashes to Your Home, or the costs of transporting the body to Your Home, will be covered up to the maximum amount indicated in the Schedule of Cover.

**h. Replacement driver/Vehicle assistance**

If You are the victim of a Claim under this cover and neither You nor one of Your travelling companions is able to drive Your vehicle (which is registered in Your name in Your Country of Residence and in which You were travelling during the Trip), We will pay the cost of economy class transport, together with the fees of a replacement driver, up to the maximum amount shown in the Table of Benefits to return the vehicle to Your Country of Residence or to the country of destination, by the most direct route.

**i. Early return in case of hospitalisation or death of a Close Relative**

You are on a Trip and You learn of an unplanned hospitalisation, the imminent death or the death of a Close Relative, justified by a Medical Authority. We will organise and pay for Your economy class travel to the nearest train station or airport to the place of hospitalisation or funeral in the Country of Residence.

Outside Your Country of Residence, the organisation and payment of costs are limited to the transport costs that would have been required for Your return to Your Home under the above conditions.

**IMPORTANT**

The Early Return of the Beneficiary benefit is only provided under the following conditions:

- if the return of the Beneficiary as planned at the origin of his/her Trip does not take place within twenty-four (24) hours following the request for assistance.
- if the Beneficiary provides, at Europ Assistance's request, a hospitalisation report, a medical certificate or a death certificate and/or any proof establishing the family relationship with the close relative concerned.

**j. Pet (dog or cat)**

In the event of an accident or illness suffered by a pet (dog or cat), which has been properly vaccinated and is accompanying an Insured Person, We will pay the veterinary and/or repatriation costs to the Insured Person's Home, up to the amount shown in the Schedule of Cover, subject to submission of the original receipts.

Similarly, in the event of repatriation of a sick or injured Insured Person under the conditions of the Transport/Repatriation benefit, We will pay for the return of pets (dog or cat) left unattended to the Home of a relative of the Insured Person or to a specialised facility in the Insured Person's Country of Residence, if no other Insured Person participating in the Trip can take care of them.

The repatriation of pets is subject to the conditions of transport, reception and accommodation required by the service providers requested (up-to-date vaccinations, deposit, etc.) as well as to the legislation and health regulations in force in each country, particularly those imposing quarantine periods.

For this service, the Insured Person or a person authorised by the Insured Person must first hand over the pet's vaccination record to the service provider that We have requested.

**SPECIAL CONDITIONS**

1. You must inform Europ Assistance as soon as



possible of any Bodily Accident or Bodily Injury requiring Your admission to hospital or before arrangements are made for Your repatriation.

2. You must contact Europ Assistance as soon as possible if You have to incur medical expenses in excess of €500 (per Claim). You must always contact Europ Assistance before interrupting Your Trip.
3. In the event of Bodily Injury, We reserve the right to transfer You to a hospital of Our choice and to arrange for Your repatriation to Your Country of Residence at any time during Your Trip. This is what We will do if Your attending physician on site or Europ Assistance believe that You can be safely moved and/or travel safely to Your Country of Residence in order to continue Your treatment.
4. Driver replacement cover is provided for Trips taking place in the countries mentioned in the "green card" issued by Your car insurance company. Your vehicle must be less than 8 years old, have travelled less than 150,000 km and comply with the legal requirements in force in your Country of Residence.

#### EXCLUSIONS

In addition to the general exclusions, the following are excluded:

1. Claims arising from or related to any Pre-Existing Medical Condition.
2. Treatment which is not a surgical or medical procedure, for the sole purpose of curing or alleviating an unexpected serious illness or injury.
3. Any costs that are not customary, reasonable or justified for the treatment of Your Bodily Injury.
4. Any treatment or surgery which, in the opinion of Our medical department, can reasonably be delayed until Your return to Your Country of Residence.
5. The costs incurred in order to obtain medicines that You knew You needed at the time of departure from Your Country of Residence.
6. Cage fees for pets.
7. Additional costs for a single or private room.
8. Treatment or services provided by a private clinic or hospital, a spa, a rest home, a convalescence or rehabilitation centre, unless expressly agreed by Europ Assistance.
9. The cost of treatment for cosmetic reasons unless Our Medical Management agrees that such treatment is necessary as a result of an accident covered under these General Terms and Conditions.

10. Costs arising from a Tropical Illness where You have not received the recommended vaccinations or taken the recommended medication.
11. Any costs You incur outside Your Country of Residence after the date Our medical management notifies You that You should return to Your Home or after the date We arrange Your return to Your Home. (Under this section, after that date We will only pay what We would have had to pay if Your repatriation had taken place)
12. You must not unreasonably refuse the medical repatriation services that We agree to provide and pay for under this Policy. If You unreasonably choose medical repatriation services other than those agreed by Us in writing, this will be at Your own risk and expense.
13. The extra cost of air tickets compared to economy class for a non-medical accompanying person in the event of medical repatriation (any increase in cost due to a request for an upgrade must be borne personally by the person(s) travelling).
14. Any treatment or diagnosis that was planned in advance or was known to You in advance.
15. The cost of dental treatment involving dentures, artificial teeth or the use of precious metals.
16. Expenses incurred in the United States that exceed the average reimbursement that the medical provider receives for all services provided to its patients for similar treatment, but in any event not more than one and a half times the rate that would be applicable if the expenses could be compensated under the US Medicare system.
17. Telephone costs, except those incurred in order to notify Europ Assistance for which You are able to provide a receipt or any other document mentioning the number called and the cost of the call.
18. Air rescue costs at sea.
19. If a replacement driver is provided, the cost of fuel, tolls, hotel and subsistence for You or any other passenger.
20. Requests for assistance relating to medically assisted reproduction or the voluntary termination of pregnancy.
21. Requests relating to reproduction or carrying a child for another, and the consequences.
22. The organisation of search and rescue operations for people, namely in the mountains, at sea or in the desert, and the fees connected to these.
23. Medical, surgical and pharmaceutical costs incurred in the Country of Residence, whether or not they are the result of illness or injury that



occurred outside the Insured Person's Country of Residence.

24. Optical costs (glasses or contact lenses, for example), costs of medical devices and prostheses (prostheses of any kind).
25. The costs related to the coverage of pathological conditions not considered an emergency, the costs of purchasing vaccines and the costs of vaccination, the costs of health check-ups and medical treatments ordered in the Country of Residence, the costs of medical or paramedical services and the purchase of products whose therapeutic nature is not recognised by Luxembourg law.
26. The consequences of incidents that occurred during events, races or competitions (or their trials) whatever they are, subject to the regulations in force relating to prior authorisation by the public authorities, when the Insured Person participates in them as a competitor.
27. Trips undertaken for the purpose of diagnosis and/or treatment and/or childbirth.
28. Consequences of intentional acts by the Insured Person or the consequences of dishonest acts.
29. Spa treatments, cosmetic procedures and their possible consequences, stays in rest homes, rehabilitation, physiotherapy, chiropractics, medical check-ups and related costs.
30. Harm caused to the Insured Person who is under the responsibility of the military authority.
31. Restaurant costs, costs related to excess baggage weight during repatriation by a regular airline, customs fees, trip cancellation fees.
32. Bail provisions required as a result of drunk driving or wilful misconduct.

the Ski Equipment owned by You or in the event of temporary loss of such equipment for more than twenty-four (24) hours during transport, We will pay the reasonable cost of hiring replacement Ski Equipment up to the amount shown in the Schedule of Cover.

#### SPECIAL CONDITIONS

1. Our liability for the Ski Equipment hired by You is limited to Your liability for loss or damage.

#### EXCLUSIONS

In addition to the general exclusions, the following are excluded:

- All items mentioned in Chapter 6 - Personal Effects and Delayed Delivery of Baggage.

#### 2. Purpose of the cover: Ski and ski lessons package

In the event of Bodily Injury, We will pay You, up to the amount shown in the Schedule of Cover and pro rata temporis for the unused portion of ski lessons, lift passes and ski equipment hire.

#### SPECIAL CONDITIONS

1. You must provide Us with a written certificate issued by a Medical Authority stating that the Bodily Injury prevents You from using Your ski pass (lift pass, ski lessons or ski hire equipment).
2. You will need to provide confirmation that the unused portion of the Ski Pack items cannot be refunded.

#### EXCLUSIONS

In addition to the general exclusions, the following are excluded:

- Claims arising from or relating to any Pre-Existing Medical Condition affecting You.

## CHAPTER 12 - WINTER AND MOUNTAIN SPORTS

### 1. Purpose of the cover: Ski Equipment & Rental of Replacement Ski Equipment

#### a. *Ski equipment*

In the event of accidental loss, theft or damage to the Ski Equipment You own, or to hired Ski Equipment, We will pay You up to the amount shown in the Schedule of Cover. Our compensation will be calculated on the basis of the Replacement Value less Wear and Tear (or We may at Our discretion reimburse the lost or damaged equipment or the cost of repairs).

The maximum amount indemnified per item, Pair or set is that indicated in the Schedule of Cover.

#### b. *Rental of Replacement Ski Equipment*

In the event of accidental loss, theft or damage to

### 3. Purpose of the cover: Mountain search and rescue costs

If an incident occurs while You are skiing, hiking or mountain biking in the mountains, We will pay up to the amount shown in the Schedule of Cover for all reasonable and necessary emergency expenses incurred by approved public or private rescue companies to locate You and evacuate You to the nearest medical facility.

#### SPECIAL CONDITIONS

1. You must respect the rules of your locality or sport area and follow relevant local practices. If in doubt, you should follow the advice of local specialists.
2. You must not attempt to ski off-piste or snowboard off-piste unless You are under the supervision of a guide.



3. The advice and instructions in Your Guide must be strictly adhered to at all times.
4. You must obtain:
  - the invoice for rescue and search costs,
  - proof of payment of rescue costs where applicable.

#### EXCLUSIONS

In addition to the general exclusions, the following are excluded:

- Incidents related to taking part in the following sports, as well as any related claims for compensation: mountaineering, climbing, bobsleigh, ski jumping

## CHAPTER 13- HOME ASSISTANCE

### 1. Definition specific to the cover

#### Home

- For houses: Your Home is made up of two distinct and complementary elements: your home and your private land. Your dwelling consists of the dwelling house, veranda, garage and other annexes used for domestic purposes located within the boundaries of the Home. Your private grounds are the garden, terrace and other outdoor grounds within the boundaries of the Home.
  - For flats: A set of rooms intended for habitation, excluding the common parts of the building.
- Timeshares, mobile homes and premises for shared or commercial use are not considered to meet the definition of Home.

### 2. Purpose of the cover

#### a. Uninhabitable home

If the insured Home is damaged and rendered uninhabitable as a result of fire, explosion, implosion, water damage, theft, vandalism, glass breakage, and no longer allows the Insured Persons to live there comfortably, the purpose of this cover is to pay for:

- i. **Hotel expenses (room and breakfast)** incurred by the Insured up to the amount indicated in the Schedule of Cover. We will also make the reservation with the hotel(s) concerned and pay the travel expenses of the Insured Person if s/he is unable to make the trip by his/her own means.
- ii. **Security costs:** if the Insured Person's Home must be guarded in order to prevent theft of goods left on the premises, We will pay for the costs of a security guard or caretaker to watch the premises for seventy-two (72) hours.
- iii. **Furniture transfer costs:** We will pay for the hire of a commercial vehicle with a "B" driving

licence, to enable the Insured Person to move the items left in the damaged Home. This cover is limited to the amount indicated in the Schedule of Cover.

- iv. **Removal costs:** provided that the Home is not uninhabitable within thirty (30) days of the date of the Claim, in agreement with the Insured Person, We will pay the costs of moving the furniture, up to the amount indicated in the Schedule of Cover, to the new place of residence in the Country of Residence. It is however specified that the removal must be carried out at the most within sixty (60) days following the date of the Claim.

#### b. Locksmiths

The purpose of this cover is to insure: the locks of the doors, windows or French windows (fixed/opening) of the Home that open to the outside; excluding gates, garden doors, garages, boxes and automatic or non-automatic gates.

This covers the impossibility of access to the Home following an attempted break-in, blockage of the lock systems, breakage of the keys in the lock, loss or theft of the keys, door slamming.

#### EXCLUSIONS

In addition to the general exclusions, the following are excluded:

1. Interventions on elements outside the main dwelling;
2. Any intervention resulting from normal wear and tear of the lock;
3. Incidents involving locks other than those on doors or patio doors leading to the outside;
4. Any work on garden doors, gates, garage doors, boxes, automatic or non-automatic gates;
5. Carpentry work, armouring or door consolidation;
6. Any repair of masonry resulting from the Intervention;
7. Interior and exterior blackout systems, whether electric or not, such as shutters, roller shutters, blinds, etc.;
8. Glazing elements
9. Cellar or veranda not communicating with the Home;
10. Any event occurring as a result of a circumstance known before the date of taking out the policy;
11. Any event occurring in a dwelling that has been unoccupied for more than sixty (60) consecutive days;
12. The consequences of climatic events, storms, lightning, frost, storms, breakdowns and malfunctions caused by a natural disaster





when the legislation of your Country of Residence provides for procedures for coverage by the State;

13. The consequences of radioactive nuclear effects;
14. Damage caused by explosives that the Beneficiary may possess;
15. Damage resulting from commercial, professional or collective use;
16. The repair of any floor coverings or ornaments where their removal is necessary to gain access to the equipment or installation and carry out the repair;
17. Any disassembly/reassembly of built-in parts of furniture or other elements;
18. Any part of the covered installation where access does not guarantee the safety of the Approved Contractor, for example in the presence of asbestos;
19. Repair or replacement costs if the service provider is unable to repair the installations due to their age or wear and tear;
20. Any defect, damage or breakdown caused by intentional or malicious action, negligence, misuse or intervention by the Beneficiary or a third party, including any attempt to repair the defect in accordance with the profession's best industry practice;
21. Any installation that has not been installed or maintained in accordance with current standards or the manufacturer's or professional's instructions;
22. Any defect, damage or disabling of the installation caused by the modification of the installation contrary to the recommendations of the profession or the manufacturer's instructions;
23. Repetitive breakdowns caused by failure to restore the installation following an initial intervention;
24. Costs not supported by original documents;
25. The costs incurred by the Beneficiary for the issue of any official document.

## CHAPTER 14– ASSISTANCE TO INSURED VEHICLES/BOATS AND IMMOBILISED PASSENGERS IN CASE OF BREAKDOWN, ACCIDENT OR THEFT OF VEHICLE

### 1. Definitions specific for the cover

#### Insured Person

The natural person as driver of the insured vehicle and the passengers.

#### Insured vehicle

The land motor vehicle, the vehicle used for tourism and mixed use business, the off-road vehicle, the motor home, the van whose gross vehicle weight (GVW) does not exceed 3.5 tonnes, designated in the special conditions by its registration plate number, with the exception of the vehicle running under a trade or test plate and provided that it is in good standing regarding roadworthiness tests

When towed by the named vehicle: the luggage trailer (max 750 Kg), the boat trailer (5.1.2.11), the camper van and the caravan whose GVW does not exceed 3.5 tonnes or whose length does not exceed 6 metres.

#### Theft

Breaking and entering by forcing the locking systems of a locked land motor vehicle.

### 2. Application conditions

- Vehicle registration: the insured vehicle must be registered in one of the countries of the European Community, plus Norway, Monaco, Andorra, Liechtenstein and Switzerland.
- Causes: the benefits listed below apply without a mileage allowance in the event of breakdown, accident, theft, attempted theft or vandalism of the insured vehicle.

### 3. Purpose of the cover

#### a. Breakdown service/towing/transport in the Country of Residence

1. If the Insured Vehicle is immobilised in the Insured Person's Country of Residence, We will organise and pay for a breakdown service.

If the vehicle is not repairable on the spot, We will organise the repair at Our expense:

- If the Insured Vehicle is repairable within one day of the call:
  - o The towing of the Insured Vehicle to the garage nearest to the place of immobilisation or, if the Insured Vehicle is under its manufacturer's warranty, to the garage of the vehicle make nearest to the place of immobilisation;
  - o The transfer of the immobilised driver and passengers to the garage where the Insured Vehicle is taken

- If the Insured Vehicle is not repairable within one day of the call:

- o The towing of the Insured Vehicle to the garage designated by the Insured Person in his/her Country of Residence;
- o The transfer of the immobilised driver and passengers either to the garage where the Insured Vehicle is brought or to the Insured Person's Home.



2. If the Insured Person calls for a breakdown service without Our intervention, We will reimburse the breakdown/towing costs up to the amount shown in the Schedule of Cover.

3. The costs of repairs and parts supplied remain at the expense of the Insured Person.

***b. Breakdown service/towing/transport abroad in the event of the Insured Vehicle being immobilised for less than one (1) day***

1. If the Insured Vehicle is immobilised Abroad and can be repaired within one day, We will organise and pay for the dispatch of a breakdown mechanic.

If the Insured Vehicle is not repairable on the spot, We will organise the repair at Our expense:

- o The towing of Your Insured Vehicle to the garage nearest to the place of immobilisation;
- o The transfer of the immobilised driver and passengers to the garage where the Insured Vehicle is taken.

2. If the Insured Person calls for a breakdown service without Our intervention, We will reimburse the breakdown/towing costs up to the amount shown in the Schedule of Cover.

3. The costs of repairs and parts supplied remain at the expense of the Insured Person.

We will search for and send, at Our expense, the parts essential for the proper functioning of the Insured Vehicle if the garage cannot find them in its region, the price of the parts remaining at the Insured Person's expense.

***c. Shipment of spare parts***

We will search for and send, at Our expense, the parts that are essential for the proper functioning of the Insured Vehicle if the garage cannot find them in its region. The Insured undertakes to reimburse Us on the basis of the price inclusive of tax in force in the country where We purchased them, on proof provided by Us. All parts ordered are due.

If the price of the parts exceeds EUR 500, we may request advance payment for them.

The unavailability of parts in the Country of Residence and the abandonment of production by the manufacturer constitute cases of force majeure which may delay or render impossible the execution of this commitment. The guarantee of repatriation of the Insured Vehicle remains, in any case, maintained.

***d. Accommodation and transport for the driver and passengers immobilised while awaiting repairs for more than one (1) day***

1. If the Insured Vehicle is not repairable within one

day, the Insured Person has the following choice:

- either We will pay the Insured Person's hotel expenses for 2 nights up to the amount shown in the Schedule of Cover, pending repairs;
- or, if the Insured Person wishes to continue his/her trip without waiting for the repairs to be completed:

We organise and pay for all immobilised persons (driver and/or passengers) up to the amount indicated in the Schedule of Cover:

- o Continuation of the Trip: subject to local availability, a means of transport of the Insured Person's choice enabling the immobilised driver and/or passengers to reach their destination, and
- o Recovery of the repaired Insured Vehicle: the return of the driver to the place of immobilisation of the Insured Vehicle in order to recover the repaired Vehicle.

The benefits mentioned above do not apply if the Insured Person is provided with a replacement vehicle by virtue of

Article I. below.

2. Once granted, the costs mentioned in §1. above shall remain payable to the Insured Person even if it is later found that the Insured Vehicle could not be repaired.

***e. Repatriation of the Insured Vehicle immobilised for more than one hundred and twenty (120) hours abroad***

1. If the Insured Vehicle cannot be repaired abroad within one hundred and twenty (120) hours (depending on the repairer's estimate) from the date of its immobilisation, the Insured Person has the following choice:

- either We will repatriate the Insured Vehicle at Our expense to a garage designated by the Insured Person near his/her Home;
- or, if the Insured Person prefers to have it repaired on site, Abroad:

We will provide the Insured Person with a replacement vehicle for up to five (5) days, subject to local availability. The costs of the replacement vehicle, hotel expenses, local transport and other expenses are limited to the amount indicated in the Schedule of Cover.

If the Insured Person is no longer at the scene, once the Insured Vehicle has been repaired, We will also provide the Insured Person with a ticket to collect it himself/herself.

- or, if the Insured Person decides to abandon the wreck of the Insured Vehicle on the spot, in this case, We will pay for the completion and the





cost of the formalities for its legal abandonment, as well as the cost of storage before abandonment for a maximum of ten (10) days.

2. The vehicle repatriation service described above does not apply to a vehicle:

- deemed to be a write-off (i.e. technically irreparable);
- deemed to be an economic loss (where the repair costs exceed the catalogue value according to the Eurotax "purchase" quotation)
- whose catalogue value according to the Eurotax "purchase" quotation or residual value is lower than the cost of repatriation;
- intended for demolition.

In this case, We will handle the formalities for its legal abandonment.

***f. Repatriation of the driver and passengers immobilised for more than one hundred and twenty (120) hours Abroad***

If the Insured Vehicle benefits from one of the services set out in the article "Repatriation of the Insured Vehicle immobilised for more than one hundred and twenty (120) hours abroad", We will repatriate the driver and/or immobilised passengers according to the following options:

- Either they wish to be repatriated without delay: We organise and pay for their return to their Home;
- Or they wish to continue their journey and then be repatriated:
  - o We will organise and pay for a means of transport of the Insured Person's choice to enable the driver and/or passengers who are immobilised to reach their destination up to the amount indicated in the Schedule of Cover for all these persons and;
  - o We organise and pay for the return of the immobilised driver and/or passengers to his/her/their Home provided that their Home is located in the European Community, Norway, Monaco, Andorra, Liechtenstein and Switzerland.

The continuation of travel benefit does not apply if the Insured Person has chosen to have his or her Insured Vehicle repaired locally Abroad.

***g. Assistance in the event of theft of the Insured Vehicle***

1. If the Insured Vehicle is stolen during a journey, the immobilised driver and passengers are entitled to the following benefits:

- If the Insured Vehicle is found damaged within twenty-four (24) hours of the theft being reported to the authorities and the immobilised driver and passengers are waiting on site for repairs to be completed, the article "Accommodation and transport of the immobilised driver and passengers while waiting for repairs of more than one day" shall apply;
- If the insured Vehicle is not found within twenty-four (24) hours of the theft being reported to the authorities, We will organise and pay for the return of the driver and passengers who have been immobilised to their Home. For a repatriation from Abroad, the article "Repatriation of the driver and passengers immobilised for more than one hundred and twenty (120) hours Abroad" applies.

2. Where the Insured Vehicle is stolen during a Trip and is recovered within six (6) months of the date the theft was reported to the authorities, the Insured Person is entitled to the following benefits:

- If the Insured Vehicle is roadworthy and meets the legal requirements for travel on public roads and the Insured Person is no longer on site to collect it, We will send a driver. His/her task is to return the Insured Vehicle to the Insured Person's Home by the most direct route. We pay his/her salary and travel expenses.

**The other costs (fuel costs, tolls, vehicle maintenance or repair costs, etc.) remain at the expense of the Insured Person against proof.**

- If the Insured Vehicle is found broken down or involved in an accident, We will apply the services provided for in such cases by this chapter (breakdown service, towing, sending of parts, repatriation, storage).

3. However, the above benefits do not apply if the Insured Vehicle is stolen within a radius of 5 km from the Insured Person's Home. The location of the theft is the one indicated in the declaration of Theft to the authorities.

***h. Security costs***

When We transport or repatriate the Insured Vehicle, We will pay the cost of its storage from the day of the request for transport until the day of its collection by Our carrier.

***i. Transport/repatriation of baggage***

When We return the Insured Person to his/her Home following the theft or immobilisation of the Insured Vehicle, the immobilised driver and passengers also



benefit from the transport/repatriation of baggage.  
We shall not be liable for any loss, theft or damage to baggage if the Insured Person leaves it inside the Insured Vehicle transported by Us.

***j. Assistance to a trailer or caravan***

For a baggage trailer or non-residential caravan towed by the Insured Vehicle during a Trip, the following rules apply depending on the circumstances:

- In all cases where We are required to transport or repatriate the Insured towing Vehicle, We will tow, transport or repatriate the insured caravan or trailer.
- We will do the same in the event of Theft of the Insured towing Vehicle or if the Insured Person decides to abandon the wreck of the Insured Vehicle on the spot.
- In the event of a breakdown, accident, attempted theft or act of vandalism immobilising the insured caravan or trailer, or in the event of Theft of the insured caravan or trailer, the latter shall benefit from the same assistance services as those provided for the insured towing vehicle (breakdown assistance, towing, sending of spare parts, transport/repatriation, storage).
- If the stolen insured non-residential caravan or trailer is found in working order within six (6) months of the date indicated on the declaration of Theft made to the authorities and if the Insured Person is no longer on the premises, We will reimburse him/her:
  - o The cost of fuel and tolls to collect it;
  - o If the distance of the return journey from the Insured Person's Home exceeds 600 km, the hotel expenses for one night up to the amount indicated in the Schedule of Cover.

***k. Transport/repatriation of a pleasure boat***

We will organise and pay for the transport/repatriation of the pleasure boat mentioned in the special terms and conditions and towed by the Insured Vehicle, under the following conditions and circumstances:

Conditions:

- The boat is not more than 6 m long, 2.5 m wide and 2 m high;
- The boat trailer is technically and legally fit to carry it. If the boat trailer does not meet this condition or if it has been stolen, We will only carry the boat if the Insured Person provides Us with a replacement trailer on the spot and at their expense.

Circumstances:

- When the Insured Person is transported or repatriated for medical reasons preventing

him/her from driving the Insured Tractor Vehicle and if no other Insured Person accompanying him/her can drive it in his/her place;

- When the boat trailer or the Insured Tractor Vehicle is transported or repatriated by Us;
- In the event of Theft of the Insured Tractor Vehicle or if the Insured Person decides to abandon the wreck of the Insured Vehicle on the spot.

***l. Replacement vehicle***

***Replacement vehicle in the event of breakdown or accident***

1. When the Insured Vehicle is immobilised following a breakdown or an accident in the Insured Person's Country of Residence:

We organise and take care of:

- The dispatch of a breakdown mechanic to the scene and, if necessary, the towing of the Insured Vehicle to the nearest garage or, if the Insured Vehicle is under its manufacturer's warranty, to the manufacturer's garage closest to the place of immobilisation;
- The transfer of the immobilised driver and passengers to the garage where the Insured Vehicle is taken.

If the immobilised Insured Vehicle is not repairable within two hours of Our breakdown mechanic's arrival on site, We will organise and pay for:

- The transport of the Insured Vehicle to the garage designated by the Insured Person in his/her Country of Residence;
- The provision of a replacement vehicle for a maximum of one hundred and twenty (120) consecutive hours, depending on local availability. The replacement vehicle is provided for the duration of the immobilisation of the Insured Vehicle only. It is covered by an omnium insurance, the excess of which is borne by the Insured Person. The Insured Person agrees to abide by the general terms and conditions of the rental company (deposit, age limits etc.).

2. The provision of a replacement vehicle is excluded in the following cases:

- Immobilisation as a result of a lack of maintenance of the Insured Vehicle concerned or to cover the duration of regular maintenance;
- Where the Insured Person has not requested Our intervention for the breakdown/towing of the immobilised Insured Vehicle as soon as it is immobilised.



***Replacement vehicle in the event of theft of the Vehicle***

1. When the Insured Vehicle is stolen in the Insured Person's Country of Residence:

We will organise and pay for the provision of a replacement vehicle for a maximum of one hundred and twenty (120) consecutive hours, subject to local availability, from the date of the declaration of the Theft to the authorities, and provided that the Insured Vehicle is not found in working order before the expiry of this period. It is covered by an omnium insurance, the excess of which is borne by the Insured Person.

The Insured Person agrees to abide by the general terms and conditions of the rental company (deposit, age limits and other).

2. The replacement vehicle is excluded in the following case:
  - If the Insured Party has not reported the Theft to the authorities and does not provide Us with the references of the report drawn up.

***Replacement vehicle in case of attempted theft or vandalism***

If the Insured Vehicle is immobilised following an attempted theft, an act of vandalism, or a fire of the Insured Vehicle in the Insured Person's Country of Residence, or following a Claim at the Insured Person's Home (fire, water damage, storm, explosion, hail, flood):

We will organise and pay for the provision of a replacement vehicle for a maximum period of one hundred and twenty (120) consecutive hours, depending on local availability, from the date of the Claim.

The replacement vehicle is provided for the duration of the immobilisation of the Insured Vehicle only. It is covered by an omnium insurance, the excess of which is borne by the Insured Person. The Insured Person agrees to abide by the general terms and conditions of the rental company (deposit, age limits, etc.).

**EXCLUSIONS**

In addition to the general exclusions, the following are excluded:

Vehicles with commercial number plates, vehicles used for the commercial transport of persons or goods, taxis, ambulances, driving schools, hearses, agricultural vehicles, vehicles intended for hire, trailers subject to the legislation on exceptional transport and trailers intended for the transport of vehicles.

## CHAPTER 15- BICYCLE ASSISTANCE

These benefits are only valid if Your Home is located

in the Grand Duchy of Luxembourg, Belgium, Germany or France.

**Assistance in case of breakdown, accident, vandalism, attempted theft or theft of the bicycle**

The guarantees apply when the Bicycle is immobilised on a road accessible to Our breakdown and towing service.

### 1. Definitions specific for the cover

**Bicycle breakdown**

Any breakage or defect of a Bicycle resulting from a broken or defective part or electrical failure that renders the Bicycle unusable. A flat tyre is considered a Breakdown.

**Repairer**

Any approved commercial company with all the legal authorisations to deal with all matters relating to the care, maintenance and repair of bicycles.

**Vandalism**

Any act of damage to the Bicycle or the Insured Vehicle by a third party. Attempted theft is considered to be vandalism. The definition of "Vandalism" does not include minor damage, theft of accessories or personal objects, and other damage that does not prevent the Bicycle or the Insured Vehicle from moving.

**Bicycle**

Any Bicycle with two or three wheels, propelled by means of pedals or cranks by a maximum of two (2) occupants and not fitted with a motor;

- Any Bicycle with a backup electric motor whose power supply is completely interrupted when the Bicycle reaches a speed of 45km/h or more, and which is not able to run autonomously.

- Also covered are two- or three-wheelers, towed carts, segways, scooters or bicycle trailers.

### 2. Purpose of the cover

**a. Breakdown service and towing.**

We organise and take care of:

- Sending a repairman on site;
- The towing of the Bicycle to the Repairer close to the Insured Person's Home or to the place of Residence designated by the Insured Person if the repairer dispatched to the place of Residence is unable to render the Bicycle mobile again within the hour.
- Transport of the Insured Person and his/her Baggage:
  - either to the Repairer;
  - or to their Home or place of residence;
  - or to the place in the Grand Duchy of Luxembourg, Belgium, Germany or France where the Insured Person must go and then return to his/her Home or



place of residence. For this service, Our contribution to the costs, based on receipts, is up to the amount indicated in the Schedule of Cover.

For the application of these services, the service provider is solely responsible for the work performed. We do not pay for towing if it is not used.

#### ***b. Replacement bicycle***

The Insured Person may be provided with a replacement Bicycle, for the period between the immobilisation and the end of the repairs to the Bicycle at a Repairer, up to a maximum of seven (7) consecutive days and under the following conditions:

- The Insured Person must call Us at the time of immobilisation, so that We can proceed with the recovery of the Bicycle;
- The Bicycle must be immobilised for a minimum of twenty-four (24) hours from the arrival of the repairer on site.

The Insured Person must comply with the general terms and conditions of the hirer. You are responsible for any deposits, fines, rental costs exceeding the covered period, the cost of additional insurance and the excess for damage to the rented bicycle.

The replacement bicycle is provided for the duration of the immobilisation of the Bicycle only. You will need to complete the formalities for picking up and returning the replacement bicycle. If necessary, We will reimburse the Insured Person for the cost of transport to carry out these operations.

#### ***c. Assistance in the event of Theft of the Bicycle***

This benefit applies if the Theft of the Bicycle occurs while the Insured Person is travelling in the Grand Duchy of Luxembourg, Belgium, Germany or France, and provided that the Insured Person has taken all the necessary precautions to limit the risk of theft as much as possible.

We will organise and pay for the transport of the Insured and his/her Baggage:

- either to the Home or place of residence of the Insured Person;
- or to the place in the Grand Duchy of Luxembourg, Belgium, Germany or France where the Insured Person must go and then return to his/her Home. For this service, Our contribution to the costs, based on receipts, is up to the amount indicated in the Schedule of Cover.

If the Bicycle is found in the Grand Duchy of Luxembourg, Belgium, Germany or France, We will organise and pay for a ticket for transport so that the Insured Person can recover his/her Bicycle.

#### ***d. Bicycle storage***

When We transport or repatriate the Bicycle, We will pay the cost of its storage from the day of the request for transport until the day of its collection by the carrier.

#### ***e. Return and accompaniment of children***

If the Insured Person is covered by one of the benefits listed above and is accompanied by minor children for whom he/she is responsible, We shall organise and pay for their return to his/her Home.

#### ***f. Assistance in the event of a puncture***

If a flat tyre on the Bicycle cannot be repaired on the spot, We will organise and pay for the transport of the Insured Person, his or her Bicycle and Baggage.

#### ***g. Assistance in the event of loss of padlock keys or locked padlock***

If the padlock on the Insured Person's Bicycle cannot be repaired or opened on the spot, We will organise and pay for the transport of the Insured Person's Bicycle and Baggage.

### **EXCLUSIONS**

In addition to the general exclusions, the following are excluded:

1. The immobilisation of the Bicycle for maintenance operations;
2. Repeated failures caused by the non-repair of the Bicycle (e.g.: defective battery etc.) after an initial intervention by Us;
3. Customs duties;
4. The price of spare parts, the cost of maintaining the Bicycle, the cost of repairs of any kind;
5. Lubrication and toll charges except as expressly stated in this policy;
6. Diagnostic costs of the garage, repairer and dismantling.

## **CHAPTER 16 - PURCHASE INSURANCE**

### **1. Definitions specific for the cover**

#### **Eligible Item**

An item for personal use only (including gifts), which has been fully paid for with the Insurance Card (at 100%) and which is not listed in the Exclusions section below.

#### **Purchase price**

The amount shown on the shop's invoice for the Eligible Item that is greater than the minimum purchase amount shown in the Schedule of Cover.



## 2. Purpose of the cover

In the event of theft and/or accidental damage to an eligible item within ninety (90) days of purchase, We will reimburse the cost of the Eligible Item or the cost of repairs. We will credit the Cardholder's account with a sum not exceeding the purchase price of the Eligible Item, or the maximum per item shown in the Schedule of Cover, whichever is lower. We will not pay more than the amount shown in the Schedule of Cover for a specific event, or more than the maximum amount shown in the Schedule of Cover for a 365-day period.

## SPECIAL CONDITIONS

1. Purchase Insurance provides cover only for all or part of claims that are not covered by other applicable bonds, warranties, insurance or indemnity policies, subject to the stated limits of liability.
2. Claims for an Eligible Item in a Pair or set will be reimbursed up to the full Purchase Price of the Pair or set, provided that the items are not individually usable and cannot be replaced individually.
3. If You purchase the Eligible Item as a gift for someone, We will, if You wish, pay a proper claim to the recipient, provided that You make the claim.
4. You must exercise due diligence and do everything reasonably necessary to prevent theft or direct physical damage to an Eligible Item.
5. You must send Us, at Our request and at Your expense, any damaged Eligible Items or any part of a Pair or Set, and assign the legal rights to have the responsible party reimburse You up to the amount We have paid.
6. You must certify in writing that the claim has not been sent to another insurance company.
7. You must provide Us with the original sales receipt from the shop, the original receipt from the Insurance Card, the original account showing the transaction and the police report in the case of theft and the repair bill in the case of damage.

## EXCLUSIONS

In addition to the general exclusions, the following are excluded:

1. Lost items not related to theft, fire or accidental damage.
2. Loss of an Eligible Item for which You cannot provide a reasonable explanation.
3. Theft or damage due to fraud, improper handling, lack of care or failure to follow the manufacturer's manual.
4. Items that were worn out before purchase, second-hand, modified or purchased fraudulently by the Insurance Cardholder.

5. Damaged objects due to defective products.
6. Expenses due to repairs that have not been carried out by workshops approved by Europ Assistance.
7. Stolen items that have not been reported to the police within forty-eight (48) hours of discovery and for which no written report has been made.
8. Items left Unattended in a place accessible to the public.
9. Damage due to normal wear and tear of the objects or damage due to normal use or usage during sports and leisure activities (e.g. tennis or golf balls, or other consumables used for sports and leisure activities).
10. Motor vehicles of all types, bicycles, watercraft, caravans, trailers, hovercraft, aircraft and parts or accessories of any of these items and consumables necessary for their use and maintenance.
11. Damage due to water, humidity, earthquake, unexplained disappearance or error during production.
12. Theft, loss or damage while the object is under the supervision, control or custody of a third party other than persons authorised in accordance with the security rules.
13. Items not received by the Insurance Cardholder or another party designated by the Insurance Cardholder.
14. Loss of any part of any property, land or premises unless the entry into or exit from the property or premises was the result of the use of force, and resulted in apparent physical damage to the property or premises.
15. Theft or direct physical damage to items in or from a car or following the theft of said car.
16. Jewellery, watches, precious stones and metals and articles made from precious stones and metals.
17. Services or any intangible item, cash, travellers' cheques, travel documents, paper, currency, negotiable securities, shares of any kind, bullion, silver and gold.
18. Animals, living plants or any other living thing, consumables, perishable goods or permanent installations.
19. Electronic Items and equipment, including, but not limited to, personal music players, MP3/4 players, computers or computer related equipment while You are at Your place of work, items used for business purposes.
20. Any mail order item or item delivered by post until the item(s) is (are) received, found to be undamaged and accepted at the stated delivery address.





21. Theft of or accidental damage to an object where another insurance policy covers such theft or accidental damage, or where the terms and conditions of that other insurance policy have been breached, or for the reimbursement of any obvious overpayment.
22. Mobile phones.
23. Damage to clothing or equipment through cleaning or alteration.

## CHAPTER 17 - EXTENDED WARRANTY

### 1. Definitions specific for the cover

#### Eligible item

Brown or White Goods with a minimum purchase price of €150, purchased new by You exclusively for personal use and for which the price has been fully debited (100%) from Your Covered Card in a shop located in Your Country of Residence (other than in a duty-free zone) or via a Website if the item is authorised for sale in Your Country of Residence and is not listed as it is not covered. The manufacturer or seller must provide a minimum twenty-four (24) month original warranty on the Eligible Item in the country of purchase.

#### Mechanical failure

An internal malfunction of an Eligible Item covered by the terms of the manufacturer's original warranty, due exclusively to a defect in material or workmanship, which results in the failure of the Eligible Item to function for the purpose for which it was designed.

#### Extended warranty period

The period beginning on the day following the date on which the original manufacturer's warranty (which is at least twenty-four (24) months) expires and ending twenty-four (24) months later.

#### White goods

Electrical household appliances, including washing machines, dryers, dishwashers, cookers, ovens, refrigerators, vacuum cleaners, irons.

#### Brown goods

Audio and video equipment including televisions (LCD and plasma), DVD players/recorders, home cinema projectors, HIFI systems, MP3 players, iPod, cameras, video cameras, GPS systems.

### 2. Purpose of the cover

You are covered for the cost of repairing Mechanical Breakdowns that occur on the Eligible Item during the Extended Warranty Period.

Repair costs will be reimbursed up to the amount paid for the purchase of the Eligible Item, up to the limit indicated in the Schedule of Cover. If the cost of repair

exceeds the price paid for the item, We will refund the Eligible Item with an equivalent model of similar specification and value not exceeding the original purchase price, up to the limit shown in the Schedule of Cover. 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 Schedule of Cover. The maximum amount paid per three hundred and sixty-five (365) day period is shown in the Schedule of Cover.

Where an Eligible Item is part of a Pair or Set, cover extends only to the Eligible Item in respect of which a Mechanical Breakdown has occurred and not to the Pair or Set.

### 3. In the event of a claim

If an Eligible Item breaks down, please call Europ Assistance, giving Your name, the Insurance Card number, the make and model of the Eligible Item and the date of the Mechanical Breakdown. We will confirm that the Eligible Item is covered and You will be redirected to an authorised service centre. We will also send You a claim form. Be sure to keep the invoice from the repair centre indicating the mechanical failure that occurred and the price of the repair.

The claim forms and all other documents must be sent to Us within ninety (90) days of the date of the repair. All compensation made by Us will be made for You. We may appoint an expert or investigator to assess the circumstances of the claim and the amount due to You.

### SPECIAL CONDITIONS

1. You must retain the original shop receipt, the original Card receipt, a bank statement proving that the transaction was paid in full by the Insurance Card and the original manufacturer's warranty certificate.
2. The extended warranty only covers Mechanical Failures - the cost of repairing Your item if it fails after the original manufacturer's warranty has expired.
3. If We refund the Eligible Item, it becomes Our property.

### EXCLUSIONS

In addition to the general exclusions, the following are excluded:

1. Non-electrical items.
2. Boats, automobiles, motorboats, aircraft or any motor vehicle and/or its integral parts.
3. Mobile phones.
4. Electric gardening tools.
5. Heating appliances or boilers.





6. Computer and communication devices also described as "grey goods" such as desktops, laptops, monitors, photocopiers, fax machines (telefax), scanners, game consoles, modems, notebooks, tablets and iPads.
7. Original (branded) products sold through unofficial distribution channels in direct competition with authorised distributors
8. Items that do not have a valid manufacturer's warranty in the Country of Residence.
9. Items that do not have standards or specifications in the Country of Residence or that are not sold in the Country of Residence.
10. Items purchased second-hand, or modified, rebuilt or refurbished.
11. Items purchased for resale.
12. Items described by the supplier as consumable goods or items that must be disposed of after use, including but not limited to light bulbs, fuses, batteries, filters, belts, bags and printer cartridges.
13. The cost of installing or changing an item.
14. Cleaning costs, including but not limited to washing machine filters, videos and tapes.
15. Costs of repairing blockages (except in the case of cooling systems for refrigeration equipment).
16. Costs incurred in the disposal of an item.
17. All costs incurred in accessing any appliance incorporated in the fitted units for the purpose of repair.
18. The costs associated with the withdrawal of the item by the supplier.
19. Costs related to the reconstruction.
20. Items used for professional or commercial purposes.
21. Items permanently installed in the Home or office.
22. Costs related to routine repairs, inspections or installations, or Trip and other costs incurred when an authorised repairer finds no fault with the item.
23. Software and other computer accessories that have not been fully installed by the manufacturer.
24. Damage caused by failure to follow the manufacturer's manual, instructions or installation guide, or the use of unauthorised accessories.
25. Corrosion.
26. Damage due to misuse or negligence.
27. Lightning, storms or floods.
28. The costs of repairs carried out by a workshop

not approved by Us.

29. All costs other than those expressly covered by the written terms of the manufacturer's original repair warranty.

## CHAPTER 18 - MISSED EVENTS

### 1. Definitions specific for the cover

#### Event ticket

Any advance payment for a pre-booked concert, theatre, sports or amusement park ticket which is then debited to the Insurance Card for personal use.

#### Subscription card

A ticket for a series of events, a number of journeys, within a limited period of time, usually obtained at a reduced price.

### 2. Purpose of the cover

The purpose of this benefit is to reimburse the Insurance Cardholder up to the amount shown in the Schedule of Cover in any three hundred and sixty-five (365) day period, for event tickets purchased with the Insurance Card (up to the purchase price printed on the ticket) that You are unable to use due to the following:

1. Serious bodily injury or death to you or a close relative; or
2. Theft or accident involving Your motor vehicle, which is not roadworthy within forty-eight (48) hours of the event; or
3. Burglary, flooding or fire damage that occurred in Your Home, requiring Your presence at Your Home; or
4. Departure delayed by more than two (2) hours or cancellation of the public transport used to get to the event if You would have been able to get to the public event in good time if the departure had not been delayed.

### SPECIAL CONDITIONS

1. As soon as You become aware of a Claim that will result in Your inability to attend the event, You must notify Us immediately and return the event tickets to Us within seventy-two (72) hours of the Claim and no later than 48 hours after the event corresponding to the ticket purchased by registered letter.

### EXCLUSIONS

In addition to the general exclusions, the following are excluded:



1. A cancellation of the event at the initiative of the organisers.
2. Any event that You could reasonably have attended.
3. All event tickets booked or purchased after the occurrence of a Bodily Injury that is not covered by this insurance.
4. Claims arising from or related to any Pre-Existing Medical Condition.
5. Strike or industrial action affecting the existing public transport system or which has been publicly announced prior to the date of the event.
6. Service charges associated with the booking/purchase of tickets.
7. Subscription cards

## CHAPTER 19 - INTERNET SHOPPING

### 1. Definitions specific for the cover

#### Eligible Item

Any personal property purchased new with the Insurance Card and debited in full (100%) to the Insurance Card's account, which is the subject of a Distance Selling transaction by a Merchant to the Insured Person, solely for personal use (including gifts), provided it is sent by post with tracking or by private carrier, and which is not listed in the exclusions.

#### Trader

Any merchant offering the sale of an Eligible Item via a Distance Selling method.

#### Non-compliant delivery

The delivery is non-compliant when:

- the delivered goods do not correspond to the manufacturer's or distributor's reference number indicated on the order form;
- and/or, the Eligible Item is delivered defective, damaged or incomplete.

The non-compliance must be established within the period provided for in the Merchant's general terms and conditions of sale or, failing that, within five (5) calendar days following the date of receipt of the goods.

#### Non-delivery

Non-receipt of the Eligible Item noted by the Insured Person at the earliest thirty (30) calendar days after the debit of the order appearing on his/her bank statement.

#### Purchase price

The amount shown on the internet transaction invoice for the Eligible Item that is greater than the minimum purchase amount shown in the Schedule of Cover.

#### Distance selling

Sale of goods by means of a distance communication technique: Internet, mail, telephone.

#### You/Your/Your

The Cardholder.

### 2. Purpose of the cover

The following covers of "Non-compliant delivery", "Non-delivery" apply in accordance with the conditions, limits and exclusions set out below, regardless of the location of the Merchant's registered office or place of business, provided that the delivery address of the Eligible Items must be in the Country of Residence.

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

The purpose of this cover is to reimburse the Insured Person:

- **The cost of reshipment of the delivered Eligible Item**, if the Merchant accepts the return of the Eligible Item, its replacement or refund, and does not pay for such costs.
- **The purchase price**, if the Merchant does not accept the return of the goods, their replacement or refund.

#### In the event of a proven "Non-Delivery" of an Eligible Item:

The purpose of this cover is to **reimburse** the Insured Person for the **purchase price** of the Eligible Item, if the Merchant has failed to deliver or refund; where You have not received the Eligible Item within thirty (30) calendar days of the order being debited on the Cardholder's bank statement.

### SPECIAL CONDITIONS

1. Under penalty of forfeiture, except in the case of unforeseen circumstances or Force Majeure, as soon as it notes the non-compliance of the goods delivered, this must be noted within the period provided for in the general terms and conditions of sale of the Merchant or, failing that, within five (5) days following the date of receipt of the goods, by registered letter with acknowledgement of receipt.
2. You will need to provide Us with proof that the e-merchant has refused to replace the item or refund the purchase price in the event of a Non-Delivery of the Eligible Item.
3. If You receive the Eligible Item or other replacement goods or refund from the e-merchant after We have settled Your claim, You must return the full payment or replacement item to Us.
4. Claims for an Eligible Item in a Pair or set will be reimbursed up to the full purchase price of the Pair or set, provided that the items are not individually usable and cannot be replaced



individually.

#### EXCLUSIONS

In addition to the general exclusions, the following are excluded:

1. Mobile phones.
2. Jewellery, watches, precious metals, precious stones and anything made from precious metals and stones.
3. Automobiles, motorbikes, bicycles, boats, caravans, trailers, hovercrafts, aircraft and their accessories.
4. Cash, travellers' cheques, banknotes, documents, currency, money, gold, works of art, antiques, rare coins, stamps and collectibles.
5. Animals, living plants, consumables, perishable goods or permanent installations.
6. Items accessed or downloaded from the internet (mp3 files, photos, software, etc.).
7. Loss during delivery or non-conformity upon receipt of Eligible Items that was not reported to the e-merchant within five (5) days of discovery of the loss or non-compliance and for which no written report was obtained.
8. Failure to deliver the Eligible Item due to a postal or carrier Strike.
9. Theft or damage due to fraud, improper handling, lack of care or failure to follow the manufacturer's manual.
10. Eligible Items used in a professional or industrial context or purchased for resale.
11. Eligible Items that have been used prior to purchase, second-hand, modified, refurbished, renovated, from clearance sales, purchased on auction websites or acquired fraudulently.
12. Damage to Eligible Items due to defective products or errors in the production process.
13. Expenses due to repairs that have not been carried out by workshops approved by Europ Assistance.
14. Damage due to water, humidity or earthquakes.
15. Confiscation by order of a government or public administration, or arising from illegal acts.

## CHAPTER 20 - DOCUMENTS AND SUPPORTING EVIDENCE TO BE PROVIDED IN THE EVENT OF A REQUEST FOR ASSISTANCE OR A REQUEST TO INVOKE INSURANCE COVER

### 1. Documents and supporting evidence necessary for the execution of the assistance services

The Insured Person agrees, at the request of Europ Assistance, to provide:

- Any document that proves their place of Residence and the duration of their Covered Trip (for example: photocopy of the passport for the visa to enter the country if necessary, proof of Residence);
- Any document that proves that status of the Insured (disability card, marital life certificate, copy of his/her tax assessment as long as all the elements appearing there except Your name, Your address and the persons making up your tax household are concealed);
- Supporting documents, which may be originals of expenses for which reimbursement may be requested. Any unused service cannot give rise to the payment of compensation;
- When transport is organised and paid for:
  - > Unused travel tickets that the Insured Person holds;
  - > Reserve the right for Europ Assistance to use them;
  - > Reimburse Europ Assistance the amounts for which the Insured Person is reimbursed.

And any other documentary evidence that the Insurer deems necessary to assess entitlement to assistance benefits.

In the absence of presentation of the supporting documents requested by the Insurer, the latter will refuse to cover the assistance costs or will re-invoice the costs already incurred

### 2. Documents and supporting evidence to be provided in the event of a request for a request to invoke insurance cover

The documents submitted by the Insured Person or the Beneficiary may be originals or certified documents:

- Proof that the person making the claim has Insured Person status at the time the cover takes effect,
- Proof of payment with the Insurance Card of the covered services: a statement from the Underwriter duly completed sent to the Insured Person by SPB or failing that the bank account statement or the payment slip,



- Documents showing the covered services: travel tickets (plane, train tickets, etc.), rental agreement (vehicle, stay or accommodation, etc.), ski passes, ski lessons, etc.
- A duly completed sworn statement form sent by SPB, attesting to the existence or not of other contracts covering the same risk,
- A bank details form (RIB - *Relevé d'Identité Bancaire*).

In addition to the documents to be provided for each of the following coverages, the Insurer may request, depending on the circumstances of the Claim, any additional document to assess the merits of the claim for compensation.

**In addition, for the "CANCELLATION/CHANGE OR TRIP INTERRUPTION" cover:**

- Any medical certificate and any administrative document (death certificate, police or fire-fighter's report, etc.), as well as the duly completed medical questionnaire which will be sent by SPB,
- Filing a complaint in the event of theft in the context of Significant Material Damage,
- The covered Trip registration form and the service provider's general terms and conditions of sale for cancellation, modification or interruption and the detailed invoice for expenses paid in advance by means of the Insurance Card for the interruption,
- The unused original travel tickets,
- The invoice for the cancellation or modification costs retained by the service provider or proof of the absence of reimbursement,
- An official document specifying the family relationship with the person responsible for the cancellation or modification or interruption.

**For a TRIP CHANGE:**

- A copy of the new Trip policy, a statement from the Insured Person's employer showing the date of the professional transfer decision and the effective date,
- A statement from the Insured Person's employer showing the date of approval of the leave prior to the date of booking the covered Trip.

**For a TRIP INTERRUPTION:**

- The invoice for unused services paid using the Insurance Card prior to the triggering of the Event,
- Any administrative document, the medical certificates drawn up by the health authorities of the place of stay as well as the duly completed medical questionnaire which will be sent by SPB.

**In addition for the cover, "MISSED DEPARTURE/MISSED CONNECTION":**

- A letter from the public transport provider confirming that the service was not provided according to schedule. The letter must state the reason for the delay and detail the original time of arrival and the actual time of arrival, which did not allow You to commence the Covered Trip.
- Confirmation by the police authorities of the incident in which the vehicle carrying You was involved or of the breakdown by the garage or breakdown service that took charge of the vehicle carrying You.

**In addition for the "DELAYED DEPARTURE" cover:**

- Certificate of delay from the airline or train company,
- An inventory list of the costs incurred as well as the corresponding invoices.

**In addition for the "TRANSPORT CANCELLATION" cover:**

- The carrier's certificate,
- Proof that the additional travel expenses were paid with the Insurance Card.

**In addition for the "PERSONAL EFFECTS AND BAGGAGE DELIVERY DELAY" cover:**

- The check-in ticket for lost, stolen or damaged Baggage,
- The certificate of loss, theft or damage of Baggage issued by the airline or railway company,
- The Claim made to the airline or railway company,
- Proof of the amount of compensation paid by the airline or railway company,
- An inventory list of lost, stolen or damaged items, together with the corresponding invoices or pro forma invoices for the lost, stolen or damaged items,
- In the event of damage, the repair invoice or the statement that it is impossible to repair. In this case, the damaged object will be reclaimed and the shipping costs will be refunded to the Insured Person,
- Certificate of delay from the airline or train company,
- The check-in ticket and the delayed baggage slip,
- An inventory list of the costs incurred as well as the corresponding invoices.

**In addition for the "ACCIDENTS ABROAD" coverage:**

- A death certificate or medical certificates establishing the disabilities (medical expert report, etc.),
- Reports from local authorities (police, fire service, etc.)
- Contact details for the Notary handling the estate,
- A legal document making it possible to establish the status of the Beneficiary, in particular a copy of an



identity document,

- In the event of Bodily Injury that could lead to disability, submit to any assessment required by the Insurer.

**In addition for the "PUBLIC LIABILITY FOR PRIVATE LIFE ABROAD" cover:**

- A detailed statement from the Insured Person describing the Event and the details of the injured Third Party,
- The response of the Insured Person's Multi-risk Home Insurer following his/her claim,
- The original invoice for the damaged materials and the invoice for the corresponding repairs,
- Medical certificates, expert assessment reports,
- Proof of payment for repairs,
- Any letter, summons or formal notice capable of triggering the cover.

**In addition, for the CDW (Collision Damage Waiver) cover:**

- The duly completed and signed Claim Form indicating the location and circumstances of the Claim,
- The original receipt of the complaint to the police authorities mentioning the circumstances,
- A copy of the accident report or police report, indicating, among other things, the place, date and exact time of the Claim.

**In addition for the "MEDICAL ASSISTANCE, MEDICAL FEES AND OTHER REIMBURSEMENTS ABROAD" cover:**

- Any medical certificate and any administrative document (invoice for expenses incurred, police or fire service report, etc.) justifying the Event which led to medical expenses,
- The letter of reimbursement or non-intervention of the health insurance services as well as the letter of coverage or not of the additional health insurance.

**In addition for the "WINTER AND MOUNTAIN SPORTS" cover:**

- A detailed letter from the Insured Person specifying the nature and consequences of the Claim,
- Any administrative document relating to the Claim, the medical certificates issued by the health authorities of the place of stay as well as the medical questionnaire duly completed and which will be sent to the Insured Person by SPB,
- Any medical certificate and any administrative document (death certificate, police or fire service report, etc.) justifying the Event that led to the total or

partial non-use of ski passes and/or lessons,

- The invoice for the ski pass and/or ski lessons,
- For "season passes", a certificate from the resort indicating the opening and closing dates of the ski area,
- The invoice for the rental of the ski equipment,
- A certificate from the hirer mentioning the materiality of the Claim and the costs to be borne by the Insured Person,
- A sworn statement by the Insured Person describing the circumstances of the Claim,
- The report made to the local authorities in the event of theft of the Ski Equipment,
- The invoice for rescue and search costs,
- Proof of payment of rescue costs where applicable.

**In addition for the "PURCHASE INSURANCE" cover:**

In all cases :

- The Insurance Card's statement showing payment for the Eligible Item using the Insurance Card,
- Any evidence that identifies the Eligible Item and its purchase price and date of purchase such as an invoice or receipt.

**In the event of a robbery:**

- The original police report;
- Any evidence of the Claim, either:
  - In the case of theft by assault: any evidence such as a medical certificate, testimony or written certificate, dated and signed by the witness, mentioning his/her surname, first name, date and place of birth, address and profession,
  - In the event of theft by burglary: any document proving the burglary such as, for example, the estimate or the invoice for the repair of the locking mechanism or a copy of the declaration made by the Insured Person to his or her comprehensive home or car insurance company.

**In the event of accidental damage:**

- The original repair estimate or invoice, or
- The seller's certificate specifying the nature of the damage and certifying that the Eligible Item is beyond repair.

**In addition for the "EXTENDED WARRANTY" cover:**

- The original or a copy of the purchase invoice or receipt and a copy of the Insurance Card statement proving the purchase of the Eligible Item with the Insurance Card.
- The detailed repair invoice quoting:





- The name, address and signature of the Insured Person,
  - The date of the breakdown,
  - The make, type and model of the Eligible Item,
  - The description of the fault,
  - The nature of the work carried out,
  - The repairer's estimate (with the repair company's official stamp) giving details of supplies, expenses and labour costs.
- A copy of the original warranty.

**In addition for the "MISSED EVENTS" cover:**

- A medical certificate or death certificate issued by a Medical Authority stating that You have suffered a Serious Bodily Injury, Bodily Injury or death and are subsequently unable to attend the event, which must be confirmed by the Insurer's Medical Authority,
- Event tickets,
- Proof of theft, breakdown or accident involving Your vehicle, the vehicle or the public transport in which You were travelling,
- In the event of a delay or cancellation of the public transport in which You were travelling, You must provide Us with proof from the public transport company specifying the cancellation or the duration of the delay,
- You will need to provide proof from the local authorities of the Claim involving Your Home.

**In addition for the "INTERNET PURCHASES" cover:**

- The printing of the proof of order (email), any confirmation of acceptance of the order from the Merchant or the printing of the order screen,
- A copy of the Insured Person's direct debit notice showing the amount(s) debited from the order,
- In the event of delivery by a carrier, the delivery note given to the Insured Person,
- In the case of a postal consignment received by the Insured Person, the tracking of the delivery in the Insured Person's possession,
- If the Eligible Item is returned to the Merchant, proof of the amount of the shipping costs with proof of receipt.

## CHAPTER 21– LEGAL FRAMEWORK

### 1. CLAIMS PROCEDURE AND REPORTING OF CLAIMS

1. Please read the relevant section of the warranties to find out exactly what is and is not covered, paying particular attention to the conditions, limitations and exclusions.
2. Submission of a claim for compensation.

a) **Europ Assistance cannot replace the interventions of the public services, especially in terms of emergency assistance.** In the event of a Serious Bodily Injury, You must first call the local emergency services and then give Us the details of the doctor attending to You. All costs incurred for a minor injury must be advanced by You and then claimed.

b) **For all other claims: You must contact SPB, specifying:**

- Your name,
- Your Insurance Card number,
- Your address with postcode, telephone number where You can be reached and Your email address
- the main points of Your request.

• **by internet:**

Address of the website: <https://assur-lux.spb.eu>

• **by phone:**

- On **(+352) 27 30 21 33** (Non-surcharged number, billed at the price of a local, regional or national call, depending on the offers of each operator), telephone line 7 days a week accessible from 9am to 5pm, Monday to Saturday, excluding public holidays, and unless prohibited by law or regulation)

• **by email:**

To the following address: **gestionsinistres@europ-assistance.be**

• **by post:**

- **SPB Assurance - BGL BNPP World Elite**  
**Mastercard - CS 90000 - 76095 Le Havre Cedex**

We ask that You inform Us within twenty-eight (28) days of Your discovery of any Claim or Damage which leads to a claim, and return Your completed claim form to Us with any further information as soon as possible.

### **Additional information.**

You must provide all Your original invoices, receipts, reports etc. You must refer to the section under which You are making a claim for any supporting documentation You must provide to Us.

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

### **Claims Manager**

The Insurer reserves the right to have recourse to an external manager from time to time if necessary in order to meet its commitments to its clients.

### 2. APPLICABLE LAW/COMPETENT COURTS/LANGUAGE

This Policy, Membership, its interpretation or any



question relating to its construction, validity or operation and performance shall be governed by Luxembourg law.

Any dispute or claim arising out of or relating to this Policy, its subject matter or its formation (including extra-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the District Court of and in Luxembourg.

### 3. SUBROGATION

After incurring costs, the Insurer shall be subrogated to the rights and actions which the Insured Person may have against the Third Parties responsible for the damage suffered by the Insured Person.

Our subrogation shall be limited to the amount of the compensation that We incur in the performance of this Policy.

You will co-operate reasonably with Us in the exercise of Our subrogation.

### 4. PERIOD OF LIMITATION

1. The limitation period for any action arising from this Policy is three (3) years from the date of the event giving rise to the action.

2. However, where a party proves that they did not become aware of the event until a later date, the period shall only start to run from that date and shall not exceed five (5) years from the date of the event (except in cases of fraud).

3. In the case of public liability insurance, the time limit for the Insured Person's recourse action against the Insurer shall run from the date of the injured party's legal claim, whether it is an original claim for compensation or a subsequent claim following the aggravation of the damage or the occurrence of new damage.

4. In the case of health insurance, the Beneficiary's period of action begins to run from the day on which he/she becomes aware of (i) the existence of the Policy, (ii) his/her status as Beneficiary and (iii) the occurrence of the event on which payment of the insurance benefits depends.

5. The Insured Person's recourse or subrogation action against the Insurer shall be barred after five (5) years from the date on which the harmful event for which the Insured Person is responsible occurred or, in the case of a criminal offence, from the date on which it was committed by the Insured Person.

6. The limitation period does not apply to minors, prohibited persons and other incompetent persons, except for the action mentioned in (5) and (6) above.

7. The limitation period does not apply to the Insured Person, the Beneficiary or the injured party who is unable to act within the prescribed time limit.

8. If the declaration of the Claim was made in good time, the limitation period is interrupted until the Insurer has communicated its decision in writing to the other party.

9. The limitation period for the action referred to in point (5) above is interrupted as soon as the Insurer is informed of the injured party's wish to obtain compensation for his loss. This interruption ceases at the moment when the Insurer notifies the injured party in writing of its decision to pay compensation or its refusal.

10. Any referral to a responsible body duly empowered to examine complaints interrupts the above-mentioned limitation period.

### 5. PROTECTION OF PERSONAL DATA

#### Consent of the beneficiaries

You authorise BGL BNP PARIBAS to transmit data relating to Your BGL BNP Paribas World Elite MasterCard and its use to SPB to the extent necessary to enable You to benefit from the cover defined in this Policy.

#### Europ Assistance's privacy notice for the insurance linked to the BGL BNP Paribas World Elite MasterCard

This Privacy Notice explains what personal data Europ Assistance (hereinafter referred to as "the Insurer") collects and processes within the context of the insurance linked to the BGL BNP Paribas World Elite MasterCard, and how it is used, as well as the rights that the data subjects have and how they can exercise them. The Insurer undertakes to implement all appropriate means to preserve the confidentiality and integrity of personal data.

#### 1. Who processes the personal data?

Europ Assistance S.A., an insurance company having its registered office at 2 rue Pillet-Will, 75009 Paris, France, acting through its Irish branch, whose commercial name is Europ Assistance SA Irish Branch, Ground Floor, Central Quay, Block B, Riverside IV, SJRQ, Dublin 2, D02 RR77, Ireland, E-mail: EAGlobalDPO@europ-assistance.com ("the Insurer") collects and processes personal data on its own behalf as data controller.

#### 2. What personal data is collected by the Insurer?

The Insurer collects and processes the following personal data:

- Data relating to identity (in particular: surname, first names, sex, age, date of birth, telephone number, e-mail) and personal life (in particular: family situation, number of children),
- Location data,



- Health data, including social security number.

The data collected is mandatory. If this data is not communicated, the management of the Insured Party's requests for assistance and insurance will be more difficult or impossible to manage.

### 3. For what purposes and on what basis does the firm use personal data?

Regulation (EU) 2016/679 on the protection of individuals with regard to the processing of personal data ("General Data Protection Regulation" or "GDPR") requires that any processing must be based on one of the six grounds for lawfulness it lists:

- the consent of the data subject,
- necessary for the performance of a contract with the data subject or for pre-contractual measures at the request of the data subject,
- a legal obligation,
- safeguarding the vital interests of a natural person,
- a task of public interest, or
- the legitimate interest of the data controller.

The table below summarises the different purposes of the processing carried out by the Insurer and the bases of lawfulness on which this processing is based.

Purpose	Basis of lawfulness
Managing assistance and insurance claims	Performance of the policy
Managing assistance and insurance claims that involve health data	Consent
Organising satisfaction surveys among policyholders who have benefited from assistance and insurance services	Legitimate interest of the Insurer (to assess the satisfaction of its customers)
Preparing business statistics and actuarial studies	Legitimate interest of the Insurer (to have data on its business activities)
Reviewing, accepting, controlling and monitoring risk	Legitimate interest of the Insurer (to have information about the insurance policy)
Managing potential litigation	Legitimate interest of the Insurer (to protect its interests in litigation)
Implementing the legal provisions	Legal obligation
Implementing anti-money laundering and anti-terrorist financing	Legal obligation

Purpose	Basis of lawfulness
due diligence requirements, asset freezing measures, anti-terrorist financing and financial sanctions, including triggering alerts and suspicious transaction reports	
Implementing measures to combat insurance fraud	Legitimate interest of the Insurer (i.e. to protect itself from fraud attempts and to prosecute those that have been committed)
Managing the recording of telephone conversations with the Insurer's employees or those of its subcontractors for the purposes of training and evaluating employees and improving the quality of service as well as managing potential disputes	Legitimate interest of the Insurer (to assess the quality of the services offered and to keep evidence in case of litigation)

### 4. Which third parties does the Insurer share personal data with?

For the above purposes, personal data may be shared with the Insurer's subcontractors, subsidiaries and agents of the Insurer.

In order to comply with legal and regulatory obligations, the Insurer may be required to communicate information to the legally authorised administrative or judicial authorities.

Personal data may also be communicated to recipients in third countries outside the European Union, if these third countries have been the subject of an adequacy decision by the European Commission. Otherwise, data transfers to these third countries are governed by a cross-border flow agreement drawn up in accordance with the standard contractual clauses for data controllers and processors issued by the European Commission and currently in force.

The purpose of these flows is to manage assistance and insurance requests. The following categories of data are concerned:

- Data relating to identity (in particular: surname, first names, sex, age, date of birth, telephone number, e-mail) and personal life (in particular: family situation, number of children),
- Location data,
- Health data, including social security number.



The data subject may obtain a copy of the appropriate safeguards referred to above by contacting the Data Protection Officer, whose contact details are given in point 6.

#### 5. How long will personal data be kept?

The data subject's personal data is kept for a variable period of time depending on the purpose (6 months for telephone records, 10 years for medical-related processing, 5 years for other processing), plus the mandatory retention periods for accounting purposes and the statutory limitation period.

#### 6. What rights do data subjects have and how can they exercise them?

Data subjects have a right of access, rectification, erasure and portability of their data, as well as a right to limit processing. He or she also has the right to object on legitimate grounds.

Where processing is based on consent, the data subject shall have the right to withdraw that consent at any time, without prejudice to the lawfulness of the processing based on consent prior to the withdrawal of consent.

For more information on the rights of data subjects, see the website of the *Commission nationale pour la protection des données* (National Commission for Data Protection) <https://cnpd.public.lu/fr/particuliers/vos-droits.html>.

The data subject's rights may be exercised by writing to the Data Protection Officer, accompanied by a photocopy of a signed identity document, to one of the following addresses:

- either by email: [eaglobaldpo@europ-assistance.com](mailto:eaglobaldpo@europ-assistance.com);
- or by post: EUROP ASSISTANCE - For the attention of the Data Protection Officer - 2 rue Pillet-Will, 75009 Paris, France.

Finally, the data subject has the right to lodge a complaint with the *Commission nationale pour la protection des données* (National Commission for Data Protection):

15, Boulevard du Jazz  
L-4370 Belvaux  
Luxembourg  
Tel.: (+352) 26 10 60 -1

The data subject also has the possibility to contact the supervisory authority in his or her country. The contact details of all the supervisory authorities are available here: [https://edpb.europa.eu/about-edpb/board/members\\_fr](https://edpb.europa.eu/about-edpb/board/members_fr).

#### 6. COMPLAINTS OR DISPUTES PROCEDURE

##### WE ARE AT YOUR SERVICE

We strive to provide You with a quality of service that meets Your expectations. However, there may be times when You feel that You have not received the level of service to which You believe You are entitled. In this case, we want to know so that we can take

corrective action.

#### HOW TO CONTACT US

##### STEP 1: Express Your Complaint

1/ Complaints concerning assistance services must be addressed to Europ Assistance Belgium, for the attention of the Complaints Officer, Cantersteen 47, 1000 Brussels ([reclamation-lux@europ-assistance.be](mailto: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 cover must be addressed to the SPB Claims Department through the various channels available to You:

- Online complaint form on the website [www.spb-assurance.fr](http://www.spb-assurance.fr)
- Email address: [reclamation-lux@spb.eu](mailto:reclamation-lux@spb.eu)
- Postal address: SPB Département Réclamations (Complaints Department) - CS 90000 - 76095 Le Havre Cedex

SPB's Complaints Department undertakes to acknowledge receipt of the complaint within 10 working days of its date of receipt (even if the response to the complaint is also provided within this period) and, in any event, to provide a response to the complaint within 2 months of the date of receipt.

##### STEP 2 - Appeal

If the answer provided does not meet Your expectations, You may contact the Insurer's Complaints Officer directly Europ Assistance Belgium, for the attention of the Complaints Officer, Cantersteen 47, 1000 Brussels ([reclamation-lux@europ-assistance.be](mailto:reclamation-lux@europ-assistance.be))

##### STEP 3 - Contact the ombudsman

If the dispute persists after Your request has been examined, You may write to the *Commissariat aux Assurances* (Office of the Insurance Commissioner), Boulevard Royal 7, L-2449 Luxembourg or to the Insurance Ombudsman, A.C.A. B.P. 29, L-8005 Bertrange.

#### 7. MULTIPLE INSURANCE POLICIES

The Insured Person must immediately notify the Insurer in writing if he or she has concluded other insurance policy(ies) covering the same risk(s). In the event of a Claim, the Insured Person shall notify all insurers of the Claim, indicating the name(s) of the other insurer(s).

Each Insurer is responsible for the payment of compensation in accordance with the 1997 Act.

#### 8. FALSE DECLARATION

False or incorrect declarations or concealments on the part of the Insured Person may prejudice, in whole or in part, the right to be covered for the Claim, including as a result of the cancellation or termination of this Policy.



**BGL  
BNP PARIBAS**

#### **9. INCREASE OR DECREASE IN RISK**

The Insured Person shall notify the Insurer in writing of any increase or decrease in the risks covered by this Policy, when and to the extent required by applicable law.

#### **10. OBLIGATION TO MINIMISE DAMAGE**

The Insured Person must do everything in his/her

power to avoid or limit the damage caused by an insured event.

#### **11. SUPERVISORY AUTHORITY**

Insurance Commission  
(Management and Supervision Department)  
7, boulevard Joseph II  
L 1840 LUXEMBOURG