



# General Terms and Conditions of Insurance

## BGL BNP Paribas Visa Classic

### Policy No IB2400303LUVI2

Information notice for insurance policy no IB2400303LUVI2 (hereinafter referred to as the "Policy"), governed by the amended law of 27 July 1997 on insurance policies and 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 *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 your country under the freedom to provide services regime. The **EUROP ASSISTANCE S.A.** solvency report can be consulted here: <https://www.europ-assistance.com/solvency-and-financial-report/>.

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 - Accidents abroad</b>	
Accident abroad - maximum	Up to €100,000
- Accidental death, (persons aged 18 to 70)	€100,000
- Accidental death, (persons aged 5 to 17)	€10,000
- Accidental death (persons aged 4 and younger)	€5,000
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Maximum per item	€1,000
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Maximum per item	€1,000
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 31
- 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.
- Accidents 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.
- Extended Warranty and Online Purchases 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 cover, will pay no Claim nor 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, France, Luxembourg, the United Kingdom or the United States of America. More detailed information can be found on the following website: <https://www.europ-assistance.com/fr/nous-connaitre/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 **IB2400303LUVI2** in its own name and on behalf of natural persons who are Holders of a BGL BNP Paribas Visa Classic card.

This policy is effective from 00:00 on 01/01/2024. These provisions apply to Claims occurring after 00:00 on 01/01/2024.

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



Visa Classic Card 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 cancelled in the event of non-renewal or in the event of withdrawal or blocking of the BGL BNP Paribas Visa Classic Card 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**

The cover comes into force for any Trip commencing no earlier than 01/01/2024. Eligible items purchased after 01/01/2024 are covered under the Extended Warranty and Online Purchases covers.

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

#### **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: Afghanistan, Belarus, Burma/Myanmar, Crimea and the people's republic regions of Zaporizhzhia, Kherson, Donetsk and Luhansk, Iran, North Korea, Russia, Syria and Venezuela.

Cover under Accidents Abroad 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 a P.A.C.S. [French civil partnership agreement] or cohabitee, who are unmarried and under 25 years of age.
- The grandchildren of the holder or those of his or her unmarried spouse, partner under a P.A.C.S. [French civil partnership agreement] 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 Card Holder, his or her spouse, partner under a P.A.C.S. [French civil partnership agreement] or cohabiting partner, enabling them to benefit from a deduction on their income tax return.

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

a *Société Anonyme* [French Public Limited Company] governed by the *Code des assurances* [French Insurance Code], with a share capital of €48,48,637, 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 [French supervisory authority] (ACPR) located at 4, place de Budapest, CS 92459, 75436 Paris Cedex 09, France, under number 4021295. The Irish branch operates



in your country under the freedom to provide services regime.

#### **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**

BGL BNP Paribas Visa Classic Card

#### **Home**

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

#### **Epidemic**

An Epidemic is the sudden, unexpected, large-scale occurrence in a country of a contagious Disease that spreads rapidly and abruptly throughout that country, provided that the World Health Organization (WHO) has recommended the cancellation of all non-essential international travel to or from the affected areas and, in the case of the influenza virus, provided that the WHO has declared an alert level of at least 5 corresponding to a pandemic, in accordance with its global influenza pandemic plan. The quarantine of affected persons must be declared by the competent health service or authorities in the country concerned.

#### **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): toxæmia; 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.

#### **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.

#### **Pair or set**

Refers to two or more items incorporating Eligible Items and accepted as associated because they are similar, complementary or used together.



**Country of Residence**

Refers to the country in which Your Domicile is located within the EEA.

**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).

**Quarantine**

Temporary isolation of a person to prevent the spread of a contagious disease.

**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), 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 Visa Classic Card.

**Trip**

Any private or business trip abroad, for up to 60 consecutive days.

**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:

1. 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
2. Any Pre-Existing Medical Condition
3. 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.
4. Consumption of narcotics, drugs or medications that are not medically prescribed.
5. 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.
6. 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.
7. 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.
8. The wilful or intentional misconduct of the Insured Person.
9. The absence of unforeseeable circumstances.
10. The (attempted or actual) suicide of the Insured Person.
11. 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;
12. Civil or foreign wars and their consequences.
13. Any other case of force majeure, i.e. any event that is proven to be external, unforeseeable and irresistible.

**CHAPTER 2 - 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

This 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

- Compensation is not due for Permanent Disability less than one year after the date on which You suffer a Bodily Injury.
- 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:

- Claims arising from or related to any Pre-Existing Medical Condition.
- 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.
- Bacterial infections except pyogenic infections resulting from a cut or an accidental Injury.
- Medical or surgical procedures unless they are the result of an Injury.
- 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 3 - 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 cover 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 4 - ONLINE PURCHASES

### 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 goods delivered do not correspond to the manufacturer's or distributor's product 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 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 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 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 5 - 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 6 - DOCUMENTS AND SUPPORTING EVIDENCE TO BE PROVIDED IN THE EVENT OF A REQUEST TO INVOKE INSURANCE COVER

### 1. 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 "ACCIDENTS ABROAD" cover:

- 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 "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 "ONLINE 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.

#### In addition to 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.

## CHAPTER 7 - 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 31** (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: [assur-lux@spb.eu](mailto:assur-lux@spb.eu)

• **by post:**

**SPB Assurance - Cartes BGL BNPP Visa Classic - CS  
90000 - 76095 Le Havre Cedex - France**

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, 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.

All communications relating to the Policy shall be in French.

### 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**

**Europ Assistance's privacy notice  
for the insurance linked to  
the BGL BNP Paribas Visa Classic Card**

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 Visa Classic Card, 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.

**Which legal entity uses your personal data?**

Your insurer is responsible for processing the data: Europ Assistance S.A. is a *société anonyme* [French public limited company] governed by the *Code des Assurances* [French Insurance Code], having its registered office located at 2, rue Pillet-Will, 75009 Paris, France. The company is registered in the Paris Trade and Companies Register under number 451 366 405. It underwrites this policy through the Irish branch of Europ Assistance S.A., registered with the Companies Registration Office under number 907089, whose registered office is located at Ground Floor, Block B, Riverside IV, SJRQ, Dublin 2, Ireland, D02 RR77.

If you have any questions about the processing of your personal data, or if you wish to exercise any of your rights in relation to your personal data, please contact the Data Protection Officer at the following address:

Europ Assistance S.A 2, rue Pillet-Will, 75009 Paris, France  
[EAGlobalDPO@europ-assistance.com](mailto:EAGlobalDPO@europ-assistance.com)

**How do we use your personal data?**

We collect and process your personal data for various purposes.

As part of the conclusion and/or performance of your policy, we process your personal data in order to:

- take out insurance and manage the associated risks;
- carry out eligibility checks ;
- manage your insurance policy; and
- manage your claims.

To fulfil our legitimate interests, we may also process your personal data for:

Preventing and managing fraud and/or preventing irregularities	Legitimate interest of the Insurer (i.e. to protect itself from fraud attempts and to prosecute those that have been committed)
Conducting and managing customer satisfaction surveys and checks	Legitimate interest of the Insurer (to assess the satisfaction of its customers)
Continuously improve the efficiency and speed of our claims management system (e.g. perform analysis, improve user experience; debug and conduct research; provide customer service and training).	Legitimate interest of the Insurer (to ensure the quality of the services offered and to keep data on its commercial activities)
Preparing business statistics and actuarial studies	Legitimate interest of the Insurer (to have data on its business activities)



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)
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We carry out a balancing of interests to ensure that these processing activities comply with the General Data Protection Regulation.

When we collect sensitive data, such as data relating to health, we will ask you for your explicit consent.

Lastly, we may need to process your personal data to comply with legal obligations.

- combating money laundering;
- combating the financing of terrorism;
- international economic and financial sanctions.

#### What personal data do we use?

We only process personal data that is strictly necessary for the purposes mentioned above. In particular, we process data concerning:

- your name, contact details and proof of identity (passport, for example);
- your bank details;
- any document you provide to us as part of your application.

#### Who do we share your personal data with?

We may transmit your personal data to other subsidiaries of Europ Assistance and the Generali Group, and to external organisations such as our auditors, reinsurers, co-insurers, claims managers, agents and distributors, so that they can provide you with the services covered by your policy, as well as to other bodies carrying out technical, organisational and operational activities in support of insurance. These organisations and bodies may ask you for separate consent before processing your personal data for their own purposes.

We may also share certain relevant information about your complaint (e.g. complaint status, type, reason) with BGL to the extent that such information is necessary for the proper performance of BGL's agreement with you. We may also we may also share your personal data for audit and control purposes carried out by BGL.

#### Why do you need to provide us with your personal data?

Your personal data is necessary for the purposes set out above, to take out and perform the policy, to fulfil our legal obligations and to pursue our legitimate interests. If you choose not to provide us with this information, we will

not be able to perform the policy or provide you with the corresponding services.

We may transfer your personal data to countries, territories or organisations outside the European Economic Area (EEA) that are not recognised as providing an adequate level of protection by the European Commission. In this case, the transfer of your personal data to organisations located outside the EEA will be carried out in compliance with appropriate and adequate safeguards, in accordance with the legislation applicable within the EEA. You have the right to obtain information and, where appropriate, a copy of the guarantees we adopt for such a transfer, from the Data Protection Officer.

#### What are your rights with regard to your personal data?

You can exercise the following rights with regard to your personal data

- Access - you can request access to your personal data.
- Rectification - you can ask us to correct inaccurate or incomplete personal data.
- Erasure - you can ask us to erase personal data if one of the following reasons applies:
  - a. The personal data is no longer required for the purposes for which it was collected or processed.
  - b. You withdraw the consent on which the processing is based, and there are no legal grounds for the processing.
  - c. You object to automated decision-making and there are no compelling legitimate grounds for processing, or you object to processing for direct marketing purposes.
  - d. We have processed your personal data unlawfully.
  - e. We are obliged to delete your personal data in order to comply with our legal obligations under the legislation of the European Union or the Member State to which we are subject.
- Restriction - you can ask us to restrict how we process your personal data in any of the following situations:
  - a. You dispute the accuracy of your personal data until we can verify its accuracy.
  - b. The processing is unlawful and you object to the deletion of your personal data, requesting instead that their use be restricted.
  - c. We no longer need your personal data for processing purposes, but you would like your personal data to be used to establish, exercise or defend legal claims.
- Portability - you can ask us to transfer your personal data to another organisation or to receive your personal data in a structured, commonly used and machine-readable format.
- Objection - where we process your personal data to satisfy our legitimate interest, including for direct marketing purposes, you have the right to object to such processing of your personal data and to request that we cease such processing activities.
- Withdrawal of consent - you may withdraw your consent to the processing of your personal data at any time. If you withdraw your consent, we may no longer be able to



respond to your request.

You can exercise your rights by contacting our Data Protection Officer at the following email address:

[EAGlobalDPO@europ-assistance.com](mailto:EAGlobalDPO@europ-assistance.com)

Exercising your rights is free of charge, unless your requests are manifestly unfounded or excessive.

### How do I make a complaint?

If you are not satisfied with the answers we have given you, you have the right to make a complaint to the supervisory authority, whose contact details are given below:



**French authority:**

*Commission Nationale de l'Informatique et des Libertés*  
(CNIL - French Data Protection Authority)

3, place de Fontenoy  
TSA 80715  
75334 PARIS CEDEX 07  
France  
[www.cnil.fr](http://www.cnil.fr)



**Luxembourg authority:**

*Commission Nationale pour la Protection des Données*  
(Luxembourg National Data Protection Commission)

15, boulevard du Jazz  
L-4370 Belvaux  
Luxembourg

Tel. (+352) 26 10 60 1

### For how long do we keep your personal data?

We will retain your personal data for as long as is necessary for the purposes set out above (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. 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

Complaints concerning insurance cover must be addressed to SPB's Complaints Department using 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 response does not meet Your expectations, You may contact the Insurer's Complaints Officer directly: For the attention of the Complaints Officer, Europ Assistance Belgium, Cantersteen 47, 1000 Brussels (complaint - [lux@europ-assistance.be](mailto:lux@europ-assistance.be))

#### STEP 3 - Out-of-court dispute resolution - Mediation

If the dispute persists after Your request has been examined, You may

- Submit a request for out-of-court settlement of the dispute to the *Commissariat aux Assurances* [Luxembourg Insurance Commission], 11, rue Robert Stumper, L-2557 Luxembourg, either:
  - by post;
  - by fax to +352 22 69 10;
  - by e-mail: [reclamation@caa.lu](mailto:reclamation@caa.lu);
  - online on the CAA website (form in FR, EN, DE): <https://www.caa.lu/fr/consommateurs/resolution-extrajudiciaire-des-litiges>
  - or contact the Insurance Ombudsman either by e-mail to [mediateur@aca.lu](mailto:mediateur@aca.lu), or by post to ACA, 12, rue Erasme, L - 1468 Luxembourg (Tel. (+352) 44 21 44 1), or by Fax (44 02 89).

## 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.

## 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.





**BGL  
BNP PARIBAS**

**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**

*Commissariat aux Assurances* [Luxembourg Insurance Commission]

11n rue Robert Stumper  
L 2557 Luxembourg