



**BGL
BNP PARIBAS**

BGL BNP PARIBAS Société Anonyme
50, av. J.F. Kennedy L-2951 Luxembourg
R.C.S. Luxembourg : B 6481 BIC (swift) : BGLLLULL
Tél. : (+352) 42 42-1 Fax : (+352) 42 42-25 79 bgl.lu



**GENERAL TERMS AND CONDITIONS BGL BNP PARIBAS WORLD
MASTERCARD GOLD PRIORITY INSURANCE /ASSISTANCE
CONTRACT NO. 929-937**

Contents

1. IMPORTANT INFORMATION	2
2. IMPORTANT LIMITATIONS UNDER SECTION A – TRIP CANCELLATION OR CURTAILMENT CHARGES	2
4. INTRODUCTION	3
5. DEFINITIONS	3
6. REQUESTS FOR ASSISTANCE	4
7. RECIPROCAL HEALTH AGREEMENTS	4
8 GENERAL CONDITIONS	4
9. GENERAL EXCLUSIONS	5
10. SECTION A – TRIP CANCELLATION OR CURTAILMENT CHARGES	6
11. SECTION B – MISSED DEPARTURE/MISSED CONNECTION	6
12 SECTION C – DELAYED DEPARTURES	7
13. SECTION D – PERSONAL BELONGINGS AND BAGGAGE DELAY	7
14 SECTION E – ACCIDENTS ABROAD	7
15. SECTION F – PERSONAL LIABILITY ABROAD	8
16 SECTION G – RENTAL VEHICLE – CDW (Collision Damage Waiver)	8
17. SECTION H – TRAVEL ADVICE	8
18. SECTION I – TRAVEL ASSISTANCE	9
19. SECTION J – MEDICAL ASSISTANCE, EMERGENCY MEDICAL AND OTHER EXPENSES ABROAD	9
20. SECTION K – WINTER SPORTS	10
21. SECTION L – PURCHASE PROTECTION	10
22. SECTION M – ONLINE PURCHASES	11
23 CLAIMS PROCEDURE	11
24. COMPLAINTS OR LITIGATION PROCEDURE	11
25 LEGAL FRAMEWORK	12

1. IMPORTANT INFORMATION

1. Europ Assistance shall not replace local emergency relief organisations.
2. You shall inform Us immediately in the event of a Medical Emergency or if You are hospitalised.
3. Compensation claims arising from or related to any Pre-existing Condition are not covered.
4. You are not covered if You travel against the advice of a Medical Practitioner (or if a contra-indication would have been given if You had consulted a Medical Practitioner before Your Trip).
5. You are not covered when You go on a Trip with the intention of obtaining medical treatment or consultation Abroad.
6. You are not covered if You have any undiagnosed symptoms that are likely to require medical attention or tests in the future (that is, symptoms for which You are awaiting medical tests, test results or consultations, where the underlying cause has not been established).
7. If You experience an injury, illness, loss, theft or damage, You shall call Europ Assistance immediately on (+352) 27 30 21 31 to request assistance or report any loss, theft or damage. In the event of Trip Curtailment necessitating Your early return Home, You shall contact Europ Assistance. The service is available 24/7/365 to offer You full support and assistance with Your return Home.
8. These benefits will be governed by the law of Your Country of Residence unless We have specifically agreed otherwise in writing.
9. You are covered for Trips of up to 30 consecutive days and a maximum total of 180 days outside of Your Country of Residence in any 12-month Period. Trips shall begin and end in Your Country of Residence. Trips using one-way or open tickets are not covered unless the outbound and inbound tickets for travel Abroad are purchased before the Trip begins. If tickets are not required for Your Trip You shall provide evidence that the entire Trip falls within the Period of Coverage.
10. In order to receive benefits under Section A – Trip Cancellation or Curtailment Charges, 30% of the full cost of Your Trip (costs for accommodation and/or transportation) shall be charged to Your Covered Card.
11. You will only be covered for the following benefits if 100% of the total cost has been charged to the Covered Card: Section L – Purchase Protection and Section M – Online Purchases – cover for Eligible Items purchased with the Covered Card.

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

In the event of Trip Curtailment leading to Your early return Home, You shall contact Europ Assistance. The service is available 24/7/365 to provide You with advice and assistance for Your return Home.

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

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

3. TABLE OF BENEFITS

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

Section A – Trip Cancellation or Curtailment Charges	
Trip Cancellation or Curtailment	EUR 4,000
Maximum for all beneficiaries travelling together	EUR 12,000
Section B – Missed Departure/Missed Connection	
More than 4 hours	up to EUR 250
Section C – Delayed Departure	
Maximum for all beneficiaries travelling together after delay of 4 hours for scheduled flight, 6 hours for charter flight and 2 hours for a long-distance train for all beneficiaries travelling together	up to EUR 300
Maximum additional payment after 24-hours delay	up to EUR 150
Section D – Personal Belongings and Baggage Delay	
Personal Belongings, maximum per incident	up to EUR 600
Excess per person and per incident	EUR 125
Theft of Personal Belongings in a hotel room or a Rental Vehicle, maximum amount per year	EUR 1,000
Baggage delay, after 8 hours, maximum amount for all beneficiaries travelling together	EUR 30 per hour up to EUR 600
Travel to replace lost or stolen passport, identity card or visa	up to EUR 250
Section E – Travel Accident Abroad	
Travel accident Abroad - maximum	up to EUR 300,000
- Accidental death, (age 18 to 70)	EUR 300,000
- Accidental death, (age 5 to 17)	EUR 12,000
- Accidental death, (age 4 and under)	EUR 6,000
- Permanent total disability	EUR 300,000
Maximum per event	EUR 3,000,000
Section F – Personal Liability Abroad	
Personal liability, maximum per incident	EUR 600,000
- Bodily injury	EUR 600,000
- Material damage	EUR 20,000
Section G – Rental Vehicle – CDW (Collision Damage Waiver)	
Maximum per trip	EUR 10,000
Section H – Travel Advice	
Travel advice	Included
Section I – Travel Assistance	
Advance of bail bond, maximum	EUR 15,000
Advance of lawyers' fees, maximum	EUR 5,000
Lost or stolen documents assistance	Included
Delivery of eye glasses, hearing aid	Included
Delivery of essential medicine	Included
Section J – Medical Assistance, Medical and other Expenses Abroad	
Advance of hospitalisation expenses Abroad	EUR 100,000
Additional reimbursement of medical expenses Abroad	EUR 20,000
- Emergency dental care	EUR 700
Transportation and repatriation expenses	Included
Visit of a close relative	EUR 100 per night, max. 10 nights + Economy class transportation
Extended stay of Beneficiary/companion	EUR 150 per night, max. 10 nights
Funeral expenses and repatriation of mortal remains	up to EUR 4,500
Replacement driver to repatriate Your vehicle	EUR 75 per night, max. 3 nights + Economy class transportation

Return Trip Home of children	EUR 100 per night, max. 3 nights + Economy class transportation
Section K – Winter Sports	
Ski Package, maximum	EUR 300
- maximum per day	EUR 30
Section L – Purchase Protection	
- Limit per 365-day Period	EUR 4,500
- Limit per incident	EUR 2,000
- Single article minimum limit	EUR 50
Section M – Online Purchases	
Maximum per 365-day Period	EUR 4,500
Maximum per item	EUR 2,000
Minimum purchase amount	EUR 50

4. INTRODUCTION

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

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

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

ELIGIBILITY

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

INSURER

Benefits under this policy are underwritten by Europ Assistance S.A., a stock corporation regulated by the French Insurance Code, with a share capital of €35,402,786, and registered in the Register of Commerce and Companies of Nanterre under no. 451 366 405. Its registered office is at 1, promenade de la Bonnette, 92230 Gennevilliers, France. It also acts in the name and on behalf of its branch in Ireland, EUROP ASSISTANCE SA IRISH BRANCH, registered in Ireland in the Irish Company Registration Office under certificate N° 907089. Its head office is located at 4th Floor, 4-8 Eden Quay, Dublin 1, D01 N5W8, Ireland.

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

These General terms and Conditions are subscribed to by the intermediary of SPB, joint stock company insurance brokerage, with a capital of EUR 1,000,000, whose head office’s address is: 71 Quai Colbert - 76600 Le Havre, and is registered with RCS companies registration office of Le Havre under no. 305 109 779, as well as with ORIAS (www.oriass.fr) under no. 07 002 642, and subject to the control of the Autorité de Contrôle Prudentiel et de Résolution (ACPR - French Prudential Supervisory Authority), 61 rue Taitbout, 75436 Paris Cedex 09.

Europ Assistance delegates the management of claims by insurance to SPB.

5. DEFINITIONS

Any word or expression to which a specific meaning has been attached will bear the same meaning throughout these General Terms and Conditions, unless otherwise noted, and starts with a capital letter.

ABROAD

- The word Abroad means the entire world excluding Your Country of Residence.

ADVERSE WEATHER CONDITIONS

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

BODILY INJURY

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

CARDHOLDER

- holder of a BGL BNP Paribas World MasterCard Gold Priority Card, being valid at the time of the incident.

CLOSE RELATIVE

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

COMPLICATIONS OF PREGNANCY

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

COUNTRY OF RESIDENCE

- the country in which You usually reside.

COVERED CARD

- BGL BNP Paribas World MasterCard Gold Priority Card, being valid at the time of the incident.

EUROP ASSISTANCE

the service provider, arranged by Europ Assistance S.A., a stock corporation regulated by the French Insurance Code, with a share capital of €35,402,786, and registered in the Register of Commerce and Companies of Nanterre under no. 451 366 405. Its registered office is at 1, promenade de la Bonnette, 92230 Gennevilliers, France. It also acts in the name and on behalf of its branch in Ireland, EUROP ASSISTANCE SA IRISH BRANCH, registered in Ireland in the Irish Company Registration Office under certificate N° 907089. Its head office is located at 4th Floor, 4-8 Eden Quay, Dublin 1, D01 N5W8, Ireland.

HOME

- Your main place of residence in Your Country of Residence.

LOSS OF LIMB

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

LOSS OF SIGHT

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

MEDICAL CONDITION(S)

- any medical or psychological disease, sickness, condition, illness or injury verified by a Medical Practitioner that has affected You or any Close Relative while on Your Trip.

MEDICAL EMERGENCY

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

MEDICAL PRACTITIONER

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

OUR/WE/US

Europ Assistance S.A., a stock corporation regulated by the French Insurance Code, with a share capital of €35,402,786, and registered in the Register of Commerce and Companies of Nanterre under no. 451 366 405. Its registered office is at 1, promenade de la Bonnette, 92230 Gennevilliers, France. It also acts in the name and on behalf of its branch in Ireland, EUROP ASSISTANCE SA IRISH BRANCH, registered in Ireland in the Irish Company Registration Office under certificate N° 907089. Its head office is located at 4th Floor, 4-8 Eden Quay, Dublin 1, D01 N5W8, Ireland. Hereinafter referred to as “Europ Assistance” or “the Insurer”.

PAIR OR SET

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

PERIOD OF COVERAGE

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

Cover begins for any Trip commencing on or after 01/01/2017. Eligible Items purchased after 01/01/2017 are covered under Section L – Purchase Protection and Section M – Online Purchases.

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

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

Extension to the Period of Coverage

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

PERMANENT TOTAL DISABILITY

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

PERSONAL BELONGINGS

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

POLICYHOLDER

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

PRE-EXISTING MEDICAL CONDITION(S)

- any past or current Medical condition that during the 12 months prior to the commencement of cover under these General Terms and Conditions and/or prior to any Trip:
- has resulted in symptoms; or for which:
- any form of treatment or prescribed medication; or the advice of a medical professional; or investigation or follow-up/check-up has been required or received.

No claim arising from, or related to, any Pre-existing Medical Condition(s) will be covered.

PUBLIC TRANSPORT

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

SKI EQUIPMENT

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

SKI PACKAGE

– ski lift pass, ski school fees and hired ski equipment, all prepaid.

SPB

– SPB registered with ORIAS under number 07 002 642 (www.orias.fr) is the management authority appointed by the Insurer for the management of this contract. SPB is Your privileged interlocutor for all information relating to Your contract of insurance or to the events that ensue.

STRIKE OR INDUSTRIAL ACTION

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

TABLE OF BENEFITS

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

TERRORISM

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

TRIP

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

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

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

TRIP CURTAILMENT/CURTAIL YOUR TRIP

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

UNATTENDED

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

VALUABLES

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

WEAR AND TEAR

– depreciation of the value of a property caused by time, use or maintenance conditions on the day of the incident.

YOU/YOUR/YOURSELF/BENEFICIARY

– the Cardholder and

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

6. REQUESTS FOR ASSISTANCE

Contact Europ Assistance by phone on: (+352) 27 30 21 31.

In the event of a Medical Emergency which may lead to in-patient hospital treatment, or before any arrangements are made for repatriation or in the event of Trip Curtailment necessitating Your early return Home, if You need assistance or in the event of Your incurring medical expenses in excess of EUR 500 relating to any one incident, You shall contact Europ Assistance (any minor Medical Condition costs shall be paid for by You and reclaimed). This service is available to You and operates 24 hours a day, 365 days a year for advice, assistance, making arrangements for hospital admission, repatriation and authorisation of medical expenses. If this is not possible because the condition requires immediate emergency treatment, You shall contact Europ Assistance as soon as possible. Private medical treatment is not covered unless explicitly authorised by Europ Assistance.

MEDICAL ASSISTANCE

Europ Assistance has the medical expertise, contacts and facilities to help should You be injured in an accident or fall ill.

PAYMENT FOR MEDICAL TREATMENT ABROAD

If You are admitted to a hospital/clinic while outside Your Country of Residence, Europ Assistance may arrange for medical expenses covered by the Table of Benefits to be paid direct to the hospital/clinic. To take advantage of this benefit, someone shall contact Europ Assistance for You as soon as possible.

For simple out-patient treatment, You shall pay the hospital/clinic Yourself and claim back medical expenses from Us on Your return to the Country of Residence. Beware of requests for You to sign for excessive treatment or charges. If in doubt regarding any such requests, please call Europ Assistance for guidance.

7. RECIPROCAL HEALTH AGREEMENTS

EUROPEAN UNION (EU), EUROPEAN ECONOMIC AREA (EEA), AND SWITZERLAND

Before travelling to a European Union (EU) country, the European Economic Area (EEA) or Switzerland, We recommend that You apply for a European Health Insurance Card (EHIC). This card entitles You to certain free or reduced cost health cover arrangements in the EU, EEA or Switzerland.

8 GENERAL CONDITIONS

You shall comply with the following conditions in addition to the items listed under SPECIAL CONDITIONS in Section A-M below to be fully protected by the Table of Benefits. If You do not comply, We may at our option refuse to deal with Your claim, or reduce the amount of any claim payment.

1. You are covered for Trips of up to 30 consecutive days with a maximum of 180 days outside of the Country of Residence in any 12-month Period. Trips shall begin and end in the Country of Residence. Trips using one way or open tickets are not covered unless the outbound and inbound tickets for travel Abroad were purchased before the Trip begins. If no tickets are not required for the Trip You shall provide evidence that the entire Trip falls within the Period of Coverage.
2. In order to receive benefits under Section A – Trip Cancellation or Curtailment Charges, 30% of the full cost of Your Trip (costs for accommodation and/or transportation) shall be charged to Your Covered Card.
3. You will only be covered for the following benefits if 100% of the total cost has been charged to the Covered Card: Section L – Purchase Protection and Section M – Online Purchases – cover for Eligible Items purchased with the Covered Card.

4. You shall take all reasonable care and precautions to protect Yourself against accident, illness, disease or injury and to safeguard Your property against loss, theft or damage. You shall act as if You are not covered and take steps to minimise Your loss as much as possible and take reasonable steps to prevent a further incident and to recover Your missing property.
5. In the event of Trip Curtailment necessitating Your early return Home, You shall contact Europ Assistance. The service is available to You and operates 24 hours a day, 365 days a year for advice and assistance with Your return Home. Europ Assistance will arrange Your transport Home when You are notified of the serious illness, imminent demise, or death of a Close Relative in Your country of residence.
6. You shall tell Us as soon as possible in the event of a Medical Emergency or if You are hospitalised (any minor Medical Condition(s) costs shall be paid for by You and reclaimed).
7. We ask that You notify Us within 28 days of Your becoming aware of any incident or loss leading to any other claim and that You return the completed claim form and any additional information to Us as soon as possible.
8. You shall report any incident to the local police in the country where it occurs and obtain a crime or lost property report, which includes an incident number.
9. You shall not abandon any property for Us to deal with or dispose of any damaged items, as We may need to see them.
10. You or Your legal representatives shall supply at Your own expense all information, evidence, medical certificates, original invoices, receipts, reports, assistance that may be needed including details of other insurance policies that may cover the loss. We may refuse to reimburse You for any expenses for which You cannot provide receipts or bills. Please keep copies of all documents sent to Us.
11. You shall not admit, deny, settle, reject, negotiate or make any arrangement for any claim without Our permission.
12. You shall also immediately send Us any writ or summons, letter of claim or other document relating to Your claim.
13. In the event of a claim and if We require it, You shall agree to be examined by a Medical Practitioner of Our choice, at Our expense. In the event of Your death We may also request and will pay for a post- mortem examination.
14. If We provide transportation or settle Your claim, and as a result You have unused travel ticket(s) You shall surrender those tickets to Us. Otherwise We will deduct the amount of those tickets from any amount paid to You.
15. We have the right, if We choose, in Your name but at Our expense, to:
 - a) take over the defence or settlement of any claim;
 - b) take legal action in Your name to get compensation from anyone else for Our own benefit or to get back from anyone else any payments that have already been made;
 - c) take any action to get back any lost property or property believed to be lost.
16. If You or anyone acting for You in any respect attempts to obtain funds, information or other assets by deception or any other illegal means, including deliberate misrepresentation or omission of facts in order to misrepresent the true situation, this Table of Benefits shall become void. We may inform the police and You shall repay to Us any amount already received under the Table of Benefits.
17. If We pay any expense for which You are not covered, You shall pay this back within one month of Our asking.
18. We will make every effort to apply the full range of services in all circumstances as shown in the General Terms and Conditions. Remote geographical locations or unforeseeable adverse local conditions may prevent the normal standard of service being provided.
19. Whenever We can pursue recoveries for amounts that We have paid under guarantees provided for in these General Terms and Conditions, You shall help with any compensation formalities that We undertake. We will pay all costs associated with this recovery. You agree not to do anything that could prejudice Our request with respect to the other insurance. You shall inform Us if You take steps to obtain compensation from another Insurer on a benefit indemnified or paid by Us. If You receive compensation for one of these guarantees, We will be repaid for the amount We would have paid under this benefit.
20. If You possess multiple BGL BNP Paribas cards, You may only claim once and We will only pay up to the highest limit of the cards; the benefit values will not be cumulative.

9. GENERAL EXCLUSIONS

These exclusions apply throughout Your Table of Benefits in addition to the items listed under what is not covered in Sections A-M below. We will not pay for claims arising directly or indirectly from:

1. Any Pre-existing Medical Conditions.
2. War, invasion, acts of enemies Abroad, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, Terrorism, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power. However, this exclusion shall not apply to losses under Section J
 - Medical Assistance, Emergency Medical and other Expenses Abroad, and Section E – Travel Accident Abroad, unless such losses are caused by nuclear, chemical or biological attack, or the disturbances were already taking place at the beginning of Your Trip.
3. Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste, from combustion of nuclear fuel, the radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear component of such assembly.
4. Loss, destruction or damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
5. Your engagement in manual or sports activities, excluding the following: bar and restaurant work, wait staff, chalet maid, au pair and child care, and occasional light manual work at ground level including retail work and fruit picking (excluding the use of cutting tools, power tools and machinery); flying except as a fare paying passenger in a fully-licensed passenger-carrying aircraft; the use of motorised two- or three-wheeled vehicles unless a full driving licence issued in Your Country of Residence is held permitting the use of such vehicles and You and Your passengers are all wearing helmets; or professional entertaining.
6. Any incident relating to: sporting activities on board any motorised device on land, water or air; or when You are pulled by one of these machines or jumping from one of these devices; sports which involve jumping or falling from a fixed or moving point with or without equipment; canyoning; caving; cave diving; clay pigeon shooting; cliff diving or jumping; combat sports, deep sea fishing; flying (other than as a fare-paying passenger in a licensed passenger-carrying aircraft); horse jumping; hot air ballooning; hunting; hunting on horseback; all climbing which uses ice axes, ropes, cables, harnesses, belays or carabiners; motor rallies; rock climbing; scuba diving deeper than 30 metres; wreck diving; tour operator safari (where You or any other tourist will be carrying guns); use of weapons including guns; sailing or yachting more than 20 nautical miles from the nearest coastline; white-water or open water rafting, canoeing or kayaking; ski jumping; bobsleigh; ski racing and skiing off-piste without a guide. Any organised team sports or competitions and practising a sport or a sport in a professional capacity or as part of a competition (including training, exercise or practice) or refereed sports; racing (other than on foot); or racing, speed, performance and endurance tests.
7. Any claim resulting from You attempting or committing suicide; deliberately injuring Yourself; using any drug not prescribed by a registered Medical Practitioner; being addicted to any drugs, or abusing solvents, drugs, or alcohol, or being under the influence of drugs, solvents, or alcohol.
8. Self-exposure to needless peril (except in an attempt to save human life).
9. Any claim resulting from Your involvement in a fight, except in self-defence.
10. Undertaking Your Trip against any health requirements stipulated by the carrier, their handling agents or any other public transport provider.
11. Your own unlawful action or any criminal proceedings against You.
12. Any claim where You are entitled to indemnity under any other insurance, including any amounts recoverable from any other source, except in respect of any excess beyond the amount which would have been covered under such other insurance, or any amount recoverable from any other source, had these benefits herein not been effected.
13. Any other loss, damage or additional expense following on from the event for which You are claiming. Examples of such loss, damage or additional expenses would be the cost incurred in preparing a claim, loss of earnings, loss or costs incurred arising from the interruption of Your business, inconvenience, distress, or loss of enjoyment.
14. Operational duties as a member of the Armed Forces.
15. Your Trip to a country or specific area or event to which the Foreign Affairs ministry in Your Country of Residence or the World Health Organisation has advised the public not to travel.
16. Any costs You would have been required or been expected to pay, if the event resulting in the claim had not happened.
17. Any circumstances You are aware of before You book or depart on a Trip that could reasonably be expected to give rise to a claim under these General Terms and Conditions.
18. Costs of telephone calls or faxes, meals (except for Benefits in Section B – Missed Departure/ Missed Connection and Section C – Delayed Departure) taxi fares (with the exception of the taxi costs incurred for the initial journey to a hospital Abroad due to Your illness or injury), newspapers, laundry costs, or interpreters' fees.
19. A condition for which You are not taking the recommended treatment or prescribed medication as directed by a Medical Practitioner.
20. Cover for Benefits in Section E – Travel Accident Abroad, Section F – Personal Liability Abroad, Section G – Rental Vehicle – CDW (Collision Damage Waiver), Section I – Travel Assistance and Section J – Medical Assistance, Emergency Medical and other Expenses Abroad is excluded in Your Country of Residence.

10. SECTION A – TRIP CANCELLATION OR CURTAILMENT CHARGES

You shall always contact europ assistance before curtailing your trip by calling (+352) 27 30 21 31.

To qualify for this benefit, You shall pay 30% of the cost of Your Trip (transportation and/or accommodation costs) with Your Covered Card.

WHAT IS COVERED

We will pay up to the amount shown in the Table of Benefits per Trip for all Beneficiaries for any irrecoverable unused travel and accommodation costs and other pre-paid charges which You have paid or are contracted to pay together with any reasonable additional travel expenses incurred if:

- cancellation or modification of the Trip is necessary and unavoidable; or
- the Trip is Curtailed before completion;

CANCELLATION

As long as the cancellation of the Trip is necessary and unavoidable as a result of any of the following events, which is beyond Your control, and of which You were unaware at the time You booked Your Trip:

- Medical Emergency or unexpected death of You or a Close Relative.
- Serious damage caused by fire, explosion, storm, flood, landslide, malicious acts or burglary affecting Your primary or second residence (or business premises) forcing You to return to Your Home. These damages shall first occur within 30 days of the scheduled departure date and Your presence is required by the police or gendarmerie.

TRIP CURTAILMENT

We will reimburse You up to the amount shown in the Table of Benefits:

- unused, non-recoverable transport or accommodation costs;
- transport costs and any other costs that You prepaid or are contractually required to Pay;
- reasonable additional costs incurred for the Trip.

As long as Your Trip is Curtailed before completion as a result of any of the following events, which is beyond Your control, and of which You were unaware at the time You booked Your Trip:

- Medical Emergency or unexpected death of You or a Close Relative.
- Your economic redundancy (entitling You to benefits in accordance with the laws in force in the Country of Residence and which no one could suspect to occur at the time of departing on the Trip).

- Serious damage caused by fire, explosion, storm, flood, landslide, malicious acts or theft affecting Your primary or second residence (or business premises) forcing You to return to Your Home.

SPECIAL CONDITIONS

You shall obtain:

- a medical certificate from Your treating Medical Practitioner and prior approval from EUROP Assistance to confirm the necessity to return Home prior to the Curtailment of Your Trip;
- If You delay or fail to notify the travel agent, tour operator or provider of transport/accommodation, at the time it is found necessary to cancel the Trip, Our liability shall be restricted to the cancellation charges that would have applied had failure or delay not occurred.
- If You cancel the Trip due to a Medical Emergency You shall provide a medical certificate from the Medical Practitioner treating the injured/ ill person, stating that this necessarily and reasonably prevented You from travelling.
- In the event of Trip Curtailment, You shall contact Us so that We can arrange Your Return Home.

In the event of a claim for the Curtailment of Your Trip, indemnity will be calculated strictly from the date You return to Your Home in Your Country of Residence.

IMPORTANT LIMITATIONS UNDER SECTION A – TRIP CANCELLATION OR CURTAILMENT CHARGES

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

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

WHAT IS NOT COVERED

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

11. SECTION B – MISSED DEPARTURE/MISSED CONNECTION

WHAT IS COVERED

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

- the breakdown of another scheduled Public transport; or
- an accident or breakdown of the vehicle in which You are travelling;

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

SPECIAL CONDITIONS

- You shall allow sufficient time for the scheduled Public transport or other transport to arrive on schedule and to deliver You to the departure point on time.
- You shall obtain a written report from the carrier confirming the delay and cause.
- All itemised receipts shall be retained.
- You shall obtain a written report from the police or attending emergency service if the vehicle You are travelling in breaks down or is involved in an accident.
- Cover is only applicable in the country on outbound international flights and Abroad.
- You may claim only once under Section B – Missed Departure/Missed Connection or under Section C – Delayed Departure for the same event.

WHAT IS NOT COVERED

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

12 SECTION C – DELAYED DEPARTURES

If departure of the scheduled or charter Public Transport on which You are booked to travel is delayed due to:

1. Strike or Industrial Action;
- or
2. Adverse weather conditions;
- or
3. Mechanical Breakdown of or a technical fault occurring in the scheduled Public Transport on which You are booked to travel;

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

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

SPECIAL CONDITIONS

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

Connection or under Section C – Delayed Departure for the same event.

WHAT IS NOT COVERED

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

13. SECTION D – PERSONAL BELONGINGS AND BAGGAGE DELAY

WHAT IS COVERED

Personal belongings

We will reimburse You, up to the amount shown in the Table of Benefits, for loss, theft of and/or accidental damage to Personal Belongings which have been registered with and under the responsibility of a transport company or theft of Personal Belongings in a hotel room or a Rental Vehicle. The amount payable will be the Value at today's prices less a deduction for Wear and Tear (or We may at Our option replace, reinstate or repair the lost or damaged Personal Belongings).

Baggage delay

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

Passport, Identity Card Or Visa

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

Replacement value

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

- within 1 year: 100% of the purchase value,
- in a period of 1 to 2 years: 75% of the purchase value.
- in a period of 2 to 3 years: 65% of the purchase value, with a deduction of 10% for each additional year beyond 3 years.

SPECIAL CONDITIONS

1. You shall obtain written confirmation from the carrier, confirming the number of hours Your baggage was delayed.
2. All amounts indicated are only for real expenses in excess of and in addition to any compensation paid by the carrier.
3. Claims will be considered only for the purchase of essential clothing and toiletries and only if such purchases are made within 4 days of actual arrival at destination and are charged to the Covered Card account. Unless the Covered Card could not be used for the essential purchases, itemised receipt for these purchases shall be retained.
4. No reimbursement will be made if purchases were made after Your baggage was returned.
5. All itemised receipts or invoices shall be retained.
6. Cover for Baggage Delay only applies to Your outbound Trip outside of Your Country of Residence.
7. You shall report all incidents of theft or attempted theft of Your Personal Belongings to the local police within 24 hours of discovery and obtain a written report.
8. For items damaged while on Your Trip You shall obtain an official report from an appropriate local authority.
9. If Your Personal Belongings are lost, stolen or damaged while in the care of a carrier or transport company You shall report to them, in writing, details of the loss, theft or damage and obtain an official report from an appropriate local authority. If Your Personal Belongings are lost, stolen or damaged while in the care of an airline You shall:
 - a) Obtain a PIR (Property Irregularity Report) or "Baggage Problem" report from the airline.
 - b) Give formal written notice of the claim to the airline within the time limit contained in their conditions of carriage (please retain a copy).
 - c) Retain all travel tickets and tags for submission if a claim is to be made under these General Terms and Conditions.
10. You shall provide Us with an original receipt or proof of ownership for items lost, stolen or damaged to help You to substantiate Your claim.
11. Payment will be made based on the value of the property at the time it was damaged, lost or stolen. A deduction will be made for wear, tear and loss of value depending on the age of the property.

WHAT IS NOT COVERED

1. Loss, theft of or damage to Valuables.
2. Loss or damage due to delay, confiscation or detention by customs or other authority.
3. Cheques, traveller's cheques, money, postal or money orders, pre-paid coupons or vouchers, travel tickets, credit/debit or charge cards.
4. Unset precious stones, non-prescription sunglasses, cosmetics, perfumes, antiques, musical instruments, deeds, manuscripts, securities, perishable goods, bicycles and damage to suitcases (unless the suitcases are entirely unusable as a result of one single incidence of damage).
5. Loss or damage due to cracking, scratching, breakage of or damage to china, glass (other than glass in watch faces, cameras, binoculars or telescopes), porcelain or other brittle or fragile articles unless caused by fire, theft, or accident to the aircraft, sea vessel, train or vehicle in which they are being carried.
6. Claims which are not supported by the original receipt, proof of ownership or insurance valuation (obtained prior to the loss) of the items lost, stolen or damaged.
7. Loss of, theft of or damage to tools of trade, motor accessories and other items used in connection with Your business, trade, profession or occupation.
8. Loss or damage caused by wear and tear, depreciation, deterioration, atmospheric or climatic conditions, moth, vermin, any process of cleaning repairing or restoring, mechanical or electrical breakdown or liquid damage.
9. Loss or damage due to depreciation in value, variations in exchange rates or shortages due to error or omission.
10. Claims arising from theft from Your accommodation or Rental Vehicle, except in case of breaking and entering noted in a police report.
11. Claims arising from damage caused by leakage of powder or liquid carried within personal effects or baggage.
12. Claims arising from loss, theft or damage of Personal Belongings shipped as freight or under a bill of lading.

14 SECTION E – ACCIDENTS ABROAD

WHAT IS COVERED

If You suffer a Bodily Injury while on Public Transport during Your Trip which, within 12 months is the sole and direct cause of Your death or Loss of Limb, Loss of Sight or permanent total disability, We will pay to You or Your legal personal representative one of the benefits as shown in the Table of Benefits.

SPECIAL CONDITIONS

1. The benefit is not payable under permanent disability, until one year after the date You sustain Bodily Injury.
2. The benefit is not payable to You under more than one of the items shown in the Table of Benefits.
3. Normal and habitual travel to and from the Beneficiary's Home and place of employment or second residence shall not be considered as a covered Trip.

WHAT IS NOT COVERED

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

15. SECTION F – PERSONAL LIABILITY ABROAD

WHAT IS COVERED

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

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

In the event of an accident related to Your participation in the practice of golf, We will pay the amounts that You are liable to pay as compensation for a loss or series of losses, up to the maximum amount indicated in the Table of Benefits.

SPECIAL CONDITIONS

1. You shall give Us written notice as soon as possible of any incident that may give rise to a claim.
2. You shall forward every letter, writ, summons and process to Us as soon as You receive it.
3. You shall not admit any liability or pay, offer to pay, promise to pay or negotiate any claim without Our written consent.
4. We will be entitled if We so desire to take over and conduct in Your name the defence of any claims for indemnity or damages or otherwise against any third party. We shall have full discretion in the conduct of any negotiation or proceedings or in the settlement of any claim and You shall give Us all necessary information and assistance which We may require.
5. In the event of Your death, Your legal representative(s) will have the protection of the Table of Benefits provided that such representative(s) comply(ies) with the terms and conditions outlined in this document.

WHAT IS NOT COVERED

Compensation or legal costs arising directly or indirectly from:

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

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

DEFINITIONS – APPLICABLE TO THIS SECTION

Excess

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

Rental Vehicle

– Passenger vehicles authorised to use public roads (passenger cars, estate cars and vans, authorised to carry up to nine people) hired on a daily or weekly basis from an authorised rental agency or hire car firm, which was paid for in full with Your Covered

Card. Benefit cover is granted for the Period specified in the rental agreement for a Trip, but not more than 31 days. Collision Damage Waiver is only valid for Rental Vehicles rented and driven outside of the Country of Residence.

Rental Vehicle Insurance

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

You/Your/Yourself

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

WHAT IS COVERED

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

SPECIAL CONDITIONS

1. No cover will apply to You if You:
 - a) Do not hold a valid driving license for the class of Rental Vehicle being driven (such licence issued in Your Country of Residence or in the country issuing Your passport);
 - b) Have any conviction (or pending prosecution) for driving while under the influence of a drug or drugs;
 - c) Have had a conviction (or pending prosecution) for drunk driving, within the last two years;
 - d) Have had a conviction or Period of disqualification (or are awaiting prosecution) for a dangerous driving and/or careless driving offence;
 - e) Are under 21 years of age or over 70 years of age;
 - f) Violate the conditions of the rental agreement.
2. No cover will apply in respect of the following types of Rental Vehicle:
 - a) Rental Vehicles with a retail purchase price exceeding EUR 35,000 (or local currency equivalent);
 - b) Mopeds and motorbikes; limousines, commercial vehicles, trucks, motor homes, and vehicles not licensed for road use including but not limited to trailers or caravans;
 - c) Rental Vehicles being used for reward, motor racing, rallies, speed, endurance tests, track days, or practising for such events.
 - d) Rental Vehicles used for commercial purposes.
3. You will be covered for rental of only one Rental Vehicle at any one time.
4. Benefit cover is granted for the Period specified in the rental agreement, but not more than 31 days.
5. Revolving or lease type contracts are not covered.

WHAT IS NOT COVERED

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

17. SECTION H – TRAVEL ADVICE

WHAT IS COVERED

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

1. Preparing for a Trip.

2. Current visa and entry requirements for all countries Abroad. If You hold a passport from a country other than the Country of Residence, We may need to refer You to the embassy or consulate of the country concerned.
3. Current vaccination requirements for all countries and information on current World Health Organisation warnings.
4. Customs duties and regulations.
5. Foreign exchange rates and value added taxes Abroad.
6. Referrals to embassies or Consulates.
7. Weather forecasts Abroad.
8. Specific languages spoken at the travel destination.
9. Time zones and time differences.

18. SECTION I – TRAVEL ASSISTANCE

WHAT IS COVERED

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

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

WHAT IS NOT COVERED

The cost of any advance or delivery fee.

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

WHAT IS COVERED

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

1. Advance of hospitalisation expenses Abroad

Important

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

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

2. Additional reimbursement of medical expenses Abroad

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

Eligible expenditure for an additional reimbursement:

- medical expenses;
- medical examinations;
- costs of drugs prescribed by a Medical Practitioner;
- ambulance costs prescribed by a Medical Practitioner to transport You to the nearest hospital, only if Your health insurance organisation refuses to cover the cost;
- cost of a hospital stay;
- emergency dental treatment that cannot be postponed in order to immediately relieve pain and/or for emergency repairs of dentures or artificial teeth only to reduce disruptions during meals, which will be reimbursed up to the amount specified in the Table of Benefits.
- all reasonable and necessary emergency medical expenses for all infants born following Complications of Pregnancy. Claims involving multiple births are considered as one event.

3. With the prior authorisation of Europ Assistance, additional travelling costs to repatriate You to Your Home when recommended by Our Chief Medical Officer, including the cost of a medical escort if necessary. Repatriation expenses will be covered only for the identical class of travel utilised on the outward journey unless Europ Assistance agrees otherwise.

4. Up to the amount shown in the Table of Benefits per night for 10 nights for reasonable accommodation expenses incurred, up to the standard of Your original booking, if it is medically necessary for You to stay beyond Your scheduled return date. This includes, with the prior authorisation of Europ Assistance, up to the amount shown in the Table of Benefits per night for reasonable additional accommodation expenses for a friend or Close Relative to remain with You and escort You Home. If You and Your friend or Close Relative are unable to use the original return ticket, Europ Assistance will provide an economy class ticket to return You to Your Home.

5. Economy class transport and up to the amount shown in the Table of Benefits per night for 10 nights' accommodation expenses for a Close Relative from the Country of Residence to visit You or escort You to Your Home if You are travelling alone and if You are hospitalised as an in-patient for more than 10 days, with the prior authorisation of Europ Assistance.

6. Economy class transport and up to the amount shown in the Table of Benefits per night for 3 nights' accommodation expenses, for a friend or Close Relative to travel from the Country of Residence to escort Beneficiaries under the age of 15 to Your Home in the Country of Residence if You are physically unable to take care of them. If You cannot nominate a person We will then select a competent person. If the original pre-booked return ticket(s) for the child cannot be used, We will pay for economy one way travel to return the child to his/her Home.

7. In the event of Your death the reasonable additional cost of funeral expenses Abroad plus the reasonable cost of conveying Your ashes to Your Home, or the additional costs of returning Your remains to Your Home up to the amount shown in the Table of Benefits.

8. If We accept a valid claim under this section and You nor any of Your travelling companions is able to drive Your vehicle (which is registered to You in Your Country of Residence and in which You were travelling on the Trip), We will pay for economy class transport. We will also pay for a replacement driver – up to the maximum amount indicated in the Table of Benefits – to return the vehicle to Your Country of Residence or the destination country by the most direct route.

9. You are on a Trip and You learn of the unexpected hospitalisation, imminent death or death of a Close Relative, with the supporting evidence of a Medical Practitioner. We organise and take charge of Your travel in economy class, up to the railway station or airport closest to the place of hospitalisation or funeral in Your Country of Residence. Outside Your Country of Residence, organisation and support are made up to the amount of the transport costs assumed for Your return to Your Home under the conditions set forth above.

Important

Early Return is provided to the Beneficiary only under the following conditions:

- the original scheduled return in the Trip of the Beneficiary shall not take place in the 24 hours following his/her request for assistance.

Early Return is provided to the Beneficiary under the condition that the Beneficiary provides, at the request of Europ Assistance, a hospitalisation certificate, a medical certificate or a death certificate and/or proof establishing the family relationship with the Close Relative concerned.

SPECIAL CONDITIONS

1. You shall give notice as soon as possible to Europ Assistance of any Bodily Injury or Medical Condition which necessitates Your admittance to hospital as an in-patient or before any arrangements are made for Your repatriation.
2. You shall contact Europ Assistance as soon as possible in the event of Your incurring medical expenses in excess of EUR 500 relating to any one incident. You shall always contact Europ Assistance before Curtailing Your Trip.
3. In the event of a Medical Condition We reserve the right to relocate You from one hospital to another and arrange for Your repatriation to Your Country of Residence at any time during the Trip. We will do this if, in the opinion of Your Medical Practitioner in attendance or Europ Assistance, You can be moved safely and/or travel safely to the Country of Residence to continue treatment.

4. Replacement driver cover is provided for Trips in the countries stated in the "Green Card" or Care Insurance Certificate, issued by Your motor vehicle insurance company. Your vehicle shall be less than 8 years old and have less than 150,000 km on the clock and shall comply with the legal requirements of the Country of Residence.

WHAT IS NOT COVERED

1. Any claim arising from, or related to, any Pre-existing Medical Conditions.
2. Any treatment which is not a surgical or medical procedure with the sole purpose of curing or relieving acute unforeseen illness or injury.
3. Any expenses which are not usual, reasonable or customary to treat Your Medical Condition.
4. Any form of treatment or surgery which in the opinion of Our Chief Medical Officer can be delayed reasonably until Your return to the Country of Residence.
5. Expenses incurred in obtaining or replacing medication, which at the time of departure is known to be required or to be continued outside the Country of Residence.
6. Additional costs arising from single or private room accommodation.
7. Treatment or services provided by a private clinic or hospital, health spa, convalescent or nursing home or any rehabilitation centre unless agreed by Europ Assistance.
8. Treatment costs for cosmetic reasons unless Our Chief Medical Officer agrees such treatment is necessary as a result of an accident covered by these General Terms and Conditions.
9. Any expenses incurred after You have returned to the Country of Residence unless previously agreed to by Europ Assistance.
10. Expenses incurred as a result of a tropical disease where You have not had the recommended inoculations or vaccinations and/or taken the recommended medication.
11. Any costs You incur outside the Country of Residence after the date on which You should return Home, as advised by Our Chief Medical Officer, or on which We arrange for You to return Home. (Our liability to pay further costs under this section after that date will be limited to what We would have paid if Your repatriation had taken place.)
12. You shall not unreasonably refuse the medical repatriation services We agree to provide and pay for under these General Terms and Conditions. If You choose alternative medical repatriation services, You shall notify Us in writing in advance and it will be at Your own risk and Your own cost.
13. The cost of flight tickets exceeding economy class for an accompanying non-medical escort in the event of medical repatriation (any increase in cost due to requested upgraded flight tickets shall be at the personal expense of the person(s) travelling).
14. Any claim arising from pregnancy or childbirth unless certified by a Medical Practitioner as necessary due to unforeseen complications which arise after You commence Your Trip. Any normal delivery or pregnancy, or even any attempted travel in spite of the fact that Your Medical Practitioner has established that Your pregnancy presents an increased risk of premature delivery, does not constitute an unexpected event.
15. Any treatment or diagnostic testing that was pre-planned or pre-known by You.
16. The cost of dental treatment involving the provision of dentures, artificial teeth or the use of precious metals.
17. Costs incurred in the United States that exceed the average reimbursement the medical service provider receives for all services rendered to its patients for like treatment, but in any event no more than one and a half times the rate that would be applicable if the costs were payable by US Medicare.
18. Costs of telephone calls, other than calls to Europ Assistance notifying them of the problem for which You are able to provide a receipt or other evidence to show the cost of the call and the number telephoned.
19. Air-sea rescue costs.
20. Under replacement driver cover, the cost of fuel, tolls, hotel and meal costs for You or any passengers.

20. SECTION K – WINTER SPORTS

WHAT IS COVERED

Ski Package

We will pay You up to the amount shown in the Table of Benefits for the unused portion of Your Ski Package that You contracted to pay before the Trip commenced, following Your Medical Condition.

SPECIAL CONDITIONS

1. You shall provide written confirmation from a Medical Practitioner that such Bodily Injury or illness prevented You from using Your Ski Package.
2. You shall provide confirmation that no refund is available for the unused Ski Package elements.

WHAT IS NOT COVERED

Any claim arising from, or related to, any Pre-existing Medical Condition affecting You.

21. SECTION L – PURCHASE PROTECTION

DEFINITIONS – APPLICABLE TO THIS SECTION

Eligible Item

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

Purchase price

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

WHAT IS COVERED

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

SPECIAL CONDITIONS

1. Purchase Protection provides cover only for claims or portions of claims that are not covered by other applicable guarantees, warranties, insurance or indemnity policies, subject to the stated limits of liability.
2. Claims for an Eligible Item belonging to a Pair or Set will be paid up to the full purchase Price of the Pair or Set, provided the items are not usable individually and cannot be replaced individually.
3. If You purchase the Eligible Item as a gift for someone else, We will, if You wish, pay a valid claim to the recipient, subject to Your making the claim.
4. You shall exercise due diligence and do all things reasonably practicable to avoid any direct physical theft or damage to an Eligible Item.
5. You will need to transfer to Us, on Our request and at Your expense, any damaged Eligible Item or part of a Pair or Set, and assign the legal rights to recover from the party responsible up to the amount We have paid.
6. You shall certify in writing that the claim request has not been sent to another insurance company.
7. You shall provide Us with the original sales receipt from the store, the original of the Card receipt, the original account statement showing the transaction, as well as the police report in the event of theft and the repair invoice in the event of damage.

WHAT IS NOT COVERED

1. Events not connected to theft or damage caused by accident.
2. Mysterious disappearance of Eligible Items.
3. Events caused by fraud, mistreatment or carelessness or by not following the manufacturer's manual.
4. Eligible Items which were used before purchase, second-hand, altered, or bought fraudulently by the Cardholder.
5. Damage to Eligible Items caused by product defects or error during production.
6. Expenses due to repairs not performed by workshops approved by Europ Assistance.
7. Theft not reported to the police within 48 hours of discovery and a written report obtained.
8. Eligible Items left Unattended in a place accessible to the public.
9. Damage due to normal wear and tear, normal use or normal activity during sports and games (example golf or tennis balls).
10. Motorised vehicles of any type, bicycles, nautical vehicles, caravans, trailers, hovercraft, aircraft and parts or accessories of any one of these objects and consumable products necessary for their use and maintenance.
11. Damage due to water, humidity, earthquake, unexplainable disappearance or error in production.
12. Theft, loss or damage while the item is under the supervision, control or custody of a third party other than the authorised persons in accordance with the security guidelines.
13. Items not received by the Cardholder or another party designated by the Cardholder.
14. Loss of any element of any property, land or premises unless the entry into or exit from the property or premises resulted from use of force and caused apparent physical damage to the property or premises.
15. Theft or direct physical damage of items in a car or following the theft of this car.
16. Jewellery, watches, precious metals, gemstones and any item made from precious metals and gemstones.
17. Service, cash, travel checks, tickets, documents, currency, silver, gold, art, antiques, rare coins, stamps and collector's items.
18. Animals, living plants, consumables, perishable goods or permanent installations.

19. Electronic items and equipment, including but not limited to personal stereos, MP3/4 players, computers or computer-related equipment while at Your place of employment, items used for business purposes.
20. Any mail-order sale item or object delivered by the post until receipt of the item(s), establishment that there is no damage and acceptance at the indicated delivery address.
21. Theft or accidental damage to any Eligible Item where there is any other insurance covering the same theft or accidental damage, or where the terms and conditions of such other insurance have been broken or for the reimbursement of any evident excess.
22. Mobile phones.
23. Damage to clothing or equipment by cleaning or modification.

22. SECTION M – ONLINE PURCHASES

DEFINITIONS – APPLICABLE TO THIS SECTION

Eligible Item

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

Lost in Delivery

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

Non-compliant in Receipt

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

Purchase price

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

You/Your/Yourself

– the Cardholder.

WHAT IS COVERED

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

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

1. The cost of returning the merchandise if the merchant does not cover these costs; or
2. The costs of shipping the Eligible Item to the Insurer, and We will, at Our option, replace, reinstate or repair the Eligible Item or credit the Cardholder account an amount not exceeding the purchase price of the Eligible Item or the limit per incident listed in the Table of Benefits, whichever is lower. We will not pay more than the maximum amount shown in the Table of Benefits for any one event or per 365-day Period.

SPECIAL CONDITIONS

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

WHAT IS NOT COVERED

1. Mobile phones.
2. Jewellery, watches, precious metals, gemstones and any item made from precious metals and gemstones.
3. Motor vehicles, motorcycles, bicycles, boats, caravans, trailers, hovercraft, aircraft and their accessories.
4. Cash, travel checks, tickets, documents, currency, silver, gold, works of art, antiques, rare coins, stamps and collector's items.

5. Animals, living plants, consumables, perishable goods or permanent installations.
6. Items viewed or downloaded from the internet (mp3, photos, software, etc.).
7. Loss or Non-compliance of Eligible Items at receipt not reported to the online merchant within 5 days of discovery and a written report obtained.
8. Non-delivery of the Eligible Item resulting from a Strike of the mail services or the carrier.
9. Events caused by mistreatment, carelessness or not following the manufacturers manual.
10. Eligible Items used in a professional or industrial context or purchased for resale.
11. Eligible Items which were used before purchase, second-hand, altered, rebuilt, refurbished, from closing sales, purchased on auction websites or bought fraudulently.
12. Damage to Eligible Items caused by product defects or error during production.
13. Expenses due to repairs not performed by workshops approved by Europ Assistance.
14. Damage due to water, damp or earthquake.
15. Confiscation by order of any government or public authority, or arising from illegal acts.

23 CLAIMS PROCEDURE

1. Please read the appropriate section in the benefits to see exactly what is, and is not covered, noting particularly any conditions, limitations and exclusions.

2. Making a claim.

- a) Europ Assistance cannot substitute for public services interventions, especially in the area of emergency relief. In the event of a Medical Emergency, You shall first call the local relief centres and then provide Us with the contact details of the Medical Practitioner taking care of You. All expenses incurred for minor Medical Condition(s) shall be paid by You in advance and then be the subject of a compensation claim.
- b) For all other claims, please contact SPB. You will need to give:

- Your name;
- Your Covered Card number;
- Your address, including Your postcode, and a phone number to contact You;
- Brief details of Your claim.

- Internet

Website address: <https://assur-lux.spb.eu>

- Phone

Calling this number: (+352) 27 30 21 31 (non-premium number, charged at the price of a local, regional or national call, depending on the price of each operator). This line is accessible 7/7 from 9.00 a.m. to 5 p.m. (excluding non-working days and/or bank holidays, and except where prohibited by law or regulations).

- E-mail

Please, write to: gestionsinistres@europ-assistance.be

- Post

Please, write to: SPB Assurance - Cartes BGL BNPP World MasterCard Gold Priority - CS 90000 - 76095 Le Havre Cedex

We ask that You notify Us within 28 days of Your becoming aware of an incident or loss leading to a claim and that You return Your completed claim form and any additional information to Us as soon as possible.

Additional Information

You shall supply all of Your original invoices, receipts, and reports etc. You should check the section under which You are claiming for any specific conditions and details of any supporting evidence that You shall give Us.

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

Claims Handling Agents

The Insurer reserves the right to occasionally use an outside manager if necessary in order to fulfil its commitments to its clients.

24. COMPLAINTS OR LITIGATION PROCEDURE

MAKING YOURSELF HEARD

We are committed to providing You with an exceptional level of service and client care. We realise that things can go wrong and there may be occasions when You feel that We have not provided the service You expected. When this happens We want to hear about it, so that We can try to put things right.

CONTACT INFORMATION:

Step 1 – Initiating Your Complaint

- 1/ Complaints relating to benefits and assistance shall be addressed to Europ Assistance Belgium S.A. to the attention of the Complaints Officer, boulevard du Triomphe 172 - 1160 Brussels (reclamation-lux@europ-assistance.be) ph.: + 32 2 541 90 48 from Monday to Thursday from 10.00am to 12.00pm and from 2.00pm to 4.00pm.

2/ Complaints regarding insurance coverage should be addressed to the SPB Claims Department according to the different channels at Your disposal:

- The online claim form at www.spb-assurance.fr
- E-mail address: reclamation-lux@spb.eu
- Mailing address: SPB Claims Department - CS 90000 - 76095 Le Havre Cedex

The SPB Claims Department undertakes to acknowledge receipt of the complaint within 10 working days of the date of receipt (even if the answer to the complaint is also given within this period) and, in any event, to provide a response to the complaint within a maximum of 2 months of the date of receipt.

Step 2 – Making an Appeal

If the response provided does not correspond to Your expectations, You can write to the Client Relationship Manager at the following address:

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

Step 3 – Contacting the Ombudsman

If the dispute continues after Your appeal is reviewed, You can write to the insurance commission: Commissariat aux Assurances, Boulevard Royal 7, L-2449 Luxembourg, or to the insurance Ombudsman: A. C. A. b. p. 29 L-8005 Bertrange.

25 LEGAL FRAMEWORK

SUPERVISORY AUTHORITY

For insurance:
Commissariat aux Assurances
(Direction et Service de la supervision)
7, boulevard Joseph II
L-1840 Luxembourg

CONTRACT LAW

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

SUBROGATION

We are subrogated to Your rights and actions against any liable third party to the extent of Our expenses. Except in the case of intent, We do not have any recourse against Your descendants, ascendants, spouse and relatives by blood or marriage, or against persons living under Your roof, Your guests and the members of Your domestic staff. We can, however, appeal against these persons insofar as their liability is actually covered by an insurance contract.

ACKNOWLEDGEMENT OF DEBT

You agree to reimburse Us the cost of services not covered by the contract, and which We granted You as an advance, within one month.

PRESCRIPTION

Any action deriving from this contract shall lapse within 3 years of the date of its establishment.

ATTRIBUTION OF JURISDICTION

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

PERSONAL DATA PROTECTION

General information

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

Support

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

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

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

Insurance

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

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

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

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

Personal Data Management Assistance and Insurance

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

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

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

CONSENT OF BENEFICIARIES

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

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

FRAUD

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