

General Terms and Conditions BGL BNP Paribas World MasterCard Gold Priority Insurance/Assistance

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1. IMPORTANT INFORMATION

1. Claims arising from, or related to, any pre-existing medical conditions are not covered.
2. **You** are not covered when **you** are travelling against the advice of a **medical practitioner** (or would be **travelling** against the advice of a **medical practitioner** had **you** sought his/her advice).
3. **You** are not covered when **you** are travelling with the intention of obtaining medical treatment or consultation abroad.
4. **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).
5. If you experience an injury, illness, loss, theft or damage, **you** must call **AXA Assistance** immediately on **(+352) 27 30 21 31** to request assistance or report any loss, theft or damage.
6. In the event of **curtailment** necessitating **your** early return **home**, **you** must contact **AXA Assistance**. The service is available 24 hours a day, 365 days a year to provide you advice and assistance with **your** return **home**. **AXA Assistance** will arrange your transport **home** when you are notified of the serious illness, imminent demise, or death of a **close relative** at **your home**.
7. These benefits will be governed by the laws of **your country of residence** unless **we** have specifically agreed otherwise in writing.

8. **You** are covered for **trips** of up to 30 consecutive days and a maximum total of 180 days outside of the **country of residence** in any 12-month period. **Trips** must begin and end in the **country of residence**. **Trips** using one way or open tickets are not covered unless the outbound and inbound tickets for travel abroad were purchased before the **trip** begins. If travel tickets are not required **you** must provide evidence that the entire **trip** falls within the **period of cover**.
9. In order to receive benefits under Section A – Cancellation or Curtailment Charges, 30% of the full cost of **your trip** (costs for accommodation and/or transportation) must be charged to **your covered card**.
10. **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 – CANCELLATION OR CURTAILMENT CHARGES

This policy will not cover any claims for Cancellation or Curtailment 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 the 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 the 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 the most recent); or
3. during the 90 days immediately prior to the commencement of the policy or prior to booking any **trip** (whichever is the most recent) they had required surgery, in-patient treatment or hospital consultations.

3. BENEFIT SCHEDULE

The compensation amounts are indicated per beneficiary and per trip, unless otherwise indicated.

Section A – Cancellation or Curtailment Charges	
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	up to EUR 300
Maximum additional payment after 24 hours delay for all beneficiaries travelling together	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 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
Medical assistance	Included
Lost baggage assistance	Included
Delivery and replacement of personal belongings	Included
Delivery of essential medicine	Included
Section J – Medical Assistance, Emergency Medical and Other Expenses Abroad	
Advance of hospitalisation expenses abroad	EUR 100,000
Additional reimbursement of medical expenses abroad - Emergency dental care	EUR 20,000 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 pack, maximum	EUR 300
- per day	EUR 30
Section L – Purchase Protection	
- Limit per 365-day period	EUR 4,000
- 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 1,500
Minimum purchase amount	EUR 50

4. INTRODUCTION

This document does not constitute an insurance contract. It constitutes the General Terms and Conditions which summarise the terms in force, the scope of the benefits and the process for filing a claim under the insurance contract that BGL BNP Paribas has signed with Inter Partner Assistance, under policy number 5538803, 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 against the insurer.

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

— ELIGIBILITY

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

— INSURER

Benefits under this policy are underwritten by Inter Partner Assistance (IPA), whose registered branch office in Ireland is 10/11 Mary Street, Dublin 1, Ireland (company number 906006) and which is regulated by the Central Bank of Ireland. IPA is a branch of Inter Partner Assistance SA, a Belgian firm located at Avenue Louise, 166 bte1, 1050, Brussels, which is authorised by the National Bank of Belgium. Some of the services under this Policy will be provided by IPA's agent, AXA Travel Insurance (company number 426087), of the same Ireland address. All companies are members of the AXA Assistance Group.

5. DEFINITIONS

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

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.

AXA Assistance

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

Baggage

– 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**.

Benefit schedule

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

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: toxæmia; gestational hypertension; pre-eclampsia; ectopic pregnancy; hydatidiform mole (molar pregnancy); hyperemesis gravidarum; ante partum haemorrhage; placental abruption; placenta praevia; post-partum haemorrhage; retained placenta membrane; miscarriage; stillbirths; medically necessary emergency Caesarean section/medically necessary termination; and any premature births or threatened early labour more than 8 weeks (or 16 weeks in the case of a multiple pregnancy) prior to the expected delivery date.

Country of residence

– the country in which **you** legally reside.

Covered card

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

Curtailment/curtail your trip

– interrupting **your trip** in order to return to **your home**, after **we** have authorised **your** return for a covered event.

Golf equipment

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

Home

– **your** normal place of residence in **your country of residence**.

Loss of limb

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

Loss of sight

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

Medical condition(s)

– any medical or psychological disease, sickness, condition, illness or injury that has affected **you** or any **close relative** while on your trip.

Medical emergency

– a **bodily injury** or sudden and unforeseen illness suffered by **you** while **you** are on a **trip** and in relation to which a registered **medical practitioner** tells **you** that you need immediate medical treatment or medical attention.

Medical practitioner

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

Our/we/us

– Inter Partner Assistance SA (IPA), 10/11 Mary Street, Dublin 1, Ireland, and/or its agent, AXA Travel Insurance located at the same address in Ireland. All companies are members of the AXA Assistance Group.

Pair or set

– Items forming part of **your baggage** associated because they are similar, complementary or used together.

Period of cover

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

Cover begins for any **trip** commencing on or after 20/02/2014. **Eligible items** purchased after 20/02/2014 are covered under Section 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** must 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 **benefit schedule**, the benefits commence when **you** leave your **home** or hotel, or **your** place of business (whichever is the later) to commence the **trip** and terminate at the time **you** return to **your home**, hotel or place of business (wherever you arrive first) on completion of the **trip**.

Extension to the period of cover

The **period of cover** 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.

Policyholder

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

Pre-existing medical condition(s)

– any past or current **medical condition** that during the 12 months prior to the commencement of cover under these General Terms and Conditions and/or prior to any **trip**:

- has resulted in symptoms; or for which:
- any form of treatment or prescribed medication;
- advice of a medical professional; or
- investigation or follow-up/check-up

has been required or received.

No claim arising from, or related to, any **pre-existing medical condition(s)** will be covered.

Public transport

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

Ski equipment

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

Ski pack

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

Strike or industrial action

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

Terrorism

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

Trip

– any journey for business or leisure purposes worldwide, during the **period of cover**. **Trips** using one way or open tickets are not covered unless the outbound and inbound tickets for travel abroad were purchased before the **trip** begins.

A **trip** solely within **your country of residence** is only covered where **you** are travelling more than 20 kilometres from **home** and have pre-booked at least two nights' accommodation in a hotel, motel, holiday camp, bed and breakfast, holiday cottage or similar accommodation rented for a fee.

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

Unattended

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

Valuables

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

You/your/yourself/beneficiary

– the **cardholder** and

- his/her spouse or legal partner (any couple, including same-sex, in a common law relationship living permanently at the same address).
- their unmarried children, aged under 19, or age 19 to 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**

all travelling on a **trip** for the same destination.

6. REQUESTS FOR ASSISTANCE

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

In the event of a serious illness or accident which may lead to in-patient hospital treatment, or before any arrangements are made for repatriation or in the event of **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** must contact

AXA Assistance (any minor illness or injury costs must 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** must contact **AXA Assistance** as soon as possible. Private medical treatment is not covered unless authorised specifically by **AXA Assistance**.

Medical Assistance

AXA Assistance has the medical expertise, contacts and facilities to help should **you** be injured in an accident or fall ill. **AXA Assistance** will also arrange transport **home** when this is considered to be medically necessary, or when **you** have notice of serious illness or death of a **close relative** at **home**.

Payment for Medical Treatment Abroad

If **you** are admitted to a hospital/clinic while outside **your country of residence**, **AXA Assistance** will arrange for medical expenses covered by the benefit schedule to be paid direct to the hospital/clinic. To take advantage of this benefit someone must contact **AXA Assistance** for **you** as soon as possible.

For simple out-patient treatment, **you** must 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 **AXA 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 must 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 **benefit schedule**. 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** must begin and end in the **country of residence**. **Trips** using one way or open tickets are not covered unless the outbound and inbound tickets for travel abroad were purchased before the **trip** begins. If travel tickets are not required **you** must provide evidence that the entire **trip** falls within the **period of cover**.
2. In order to receive benefits under Section A – Cancellation or Curtailment Charges, 30% of the full cost of **your trip** (costs for accommodation and/or transportation) must 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** must 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** must 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 missing property.
5. In the event of **curtailment** necessitating **your** early return **home** **you** must contact **AXA 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**. AXA 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** must tell us as soon as possible in the event of a **bodily injury** or if **you** are hospitalised (any minor illness or injury costs must 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** must 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** must 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 must 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** must not admit, deny, settle, reject, negotiate or make any arrangement for any claim without **our** permission.
12. **You** must 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** must 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** must 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 gain 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 **benefits table** shall become void. **We** may inform the police and **you** must repay to **us** any amount already received under the policy.
17. If **we** pay any expense for which **you** are not covered, **you** must 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** must 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** must 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 guarantee.

20. If **you** possess multiple 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 benefit schedule** 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 foreign enemies, 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 or practice of manual work with the exception of: 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 claim 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. **Your travel** 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 travel** 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 claim caused by **you** climbing, jumping or moving from one balcony to another regardless of the height of the balcony.
17. Any costs **you** would have been required or been expected to pay, if the event resulting in the claim had not happened.
18. 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.
19. Costs of telephone calls or faxes, meals, taxi fares (with the exception of the taxi costs incurred for the initial journey to a hospital abroad due to your illness or injury), newspapers, laundry costs, or interpreters' fees.
20. A condition for which **you** are not taking the recommended treatment or prescribed medication as directed by a **medical practitioner**.
21. Cover for benefits in Section E – Travel Accident Abroad, Section F – Personal Liability Abroad, Section G – Rental Vehicle – CDW (Collision Damage Waiver), Section I – Travel Assistance and Section J – Medical Assistance, Emergency Medical is excluded in the **country of residence**.

10. SECTION A – CANCELLATION OR CURTAILMENT CHARGES

YOU MUST ALWAYS CONTACT AXA ASSISTANCE BEFORE CURTAILMENT at telephone number **(+352) 27 30 21 31**.

To qualify for this benefit, **you** must pay 30% of the cost of **your trip** (transportation and/or accommodation costs) with **your covered card**.

— WHAT IS COVERED

— CANCELLATION

We will pay up to the amount shown in the **benefit schedule** 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:

- a) cancellation or rebooking of the **trip** is necessary and unavoidable; or
- b) the **trip** is **curtailed** before completion;

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**:

1. unforeseen illness, injury or death of **you** or a **close relative**.
2. 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 must first occur within 30 days of the scheduled departure date and **your** presence is required by the police or gendarmerie.

— CURTAILMENT

We will reimburse **you** up to the amount shown in the **benefit schedule**:

- unused, non-recoverable transport or accommodation costs
- transport costs and any other costs that **you** prepaid or are contractually required to pay
- reasonable additional travel costs incurred

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:

1. unforeseen illness, injury or death of **you**, a **close relative** or **your** hospitalisation on site.
2. **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 the booking of the **trip**).
3. 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

1. **You** must obtain a medical certificate from your treating **medical practitioner** and prior approval from **AXA Assistance** to confirm the necessity to return **home** prior to **curtailment** of the **trip**.
2. 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.
3. If **you** cancel the **trip** due to **bodily injury** or illness **you** must provide a medical certificate from the **medical practitioner** treating the injured/ill person, stating that this necessarily and reasonably prevented **you** from travelling.
4. **You** must contact **us** to make necessary travel arrangements for you in case of **curtailment**.

In the event of a claim for **curtailment**, indemnity will be calculated strictly from the date **you** return to **your home** in **your country of residence**.

— IMPORTANT LIMITATIONS UNDER SECTION A – 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 the latest) 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:

1. they had received a terminal diagnosis prior to the commencement of the policy or prior to booking any **trip** (whichever is the 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 the later); or
3. during the 90 days immediately prior to the commencement of the policy or prior to booking any **trip** (whichever is the later) they had required surgery, in-patient treatment or hospital consultations.

— WHAT IS NOT COVERED

1. Any claim arising from, or related to, **your pre-existing medical conditions**.
2. The cost of recoverable airport charges and levies.
3. Any costs incurred because **you** did not contact **AXA Assistance** to make the necessary travel arrangements, immediately when **you** knew that **your trip** was to be curtailed.

4. Any claims arising directly or indirectly from redundancy caused by or resulting from **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 the later).
5. Any claim arising directly or indirectly from circumstances known to **you** prior to the date these benefits became effective or the time of booking any **trip** (whichever is the later) which could reasonably have been expected to give rise to cancellation or **curtailment** of the **trip**.
6. Any costs paid for using any airline mileage reward scheme, for example Air Miles or any card bonus point schemes, any Timeshare, Holiday Property Bond or other holiday points scheme and/or any associated maintenance fees.
7. Any claim arising from pregnancy or childbirth unless certified by a **medical practitioner** as necessary due to unforeseen complications which commence after the date these benefits became effective or after booking any **trip**, whichever is the later.
8. Any costs incurred when **you** do not get a medical certificate from the treating **medical practitioner** at your place of incident, explaining why it is deemed medically necessary to return early to **your country of residence**.
9. Any claim resulting from **your** inability to travel due to 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 **benefits table** 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:

1. the breakdown of another scheduled **public transport**; or
2. an accident involving or breakdown of the vehicle in which **you** are travelling;

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

— SPECIAL CONDITIONS

1. **You** must allow sufficient time for the scheduled **public transport** or other transport to arrive on schedule and to deliver **you** to the departure point on time.
2. **You** must obtain a written report from the carrier confirming the delay and cause.
3. All itemised receipts must be retained.
4. **You** must 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.
5. Cover is only applicable in the country on outbound international flights and abroad.
6. 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

1. **Strike or industrial action** existing or declared publicly by the date these benefits became effective or the date **you** booked **your trip** (whichever is the later).

2. An accident to or breakdown of the vehicle in which **you** are travelling for which a police or emergency service report is not provided.
3. 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.
4. 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.
5. Additional costs when the scheduled **public transport** has offered a reasonable alternative.
6. 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.
7. Any expenses incurred when a reasonable alternative has been offered within four hours of the scheduled departure time or within four hours of the actual connecting flight arrival time.

12. SECTION C – DELAYED DEPARTURE

— WHAT IS COVERED

If departure of the scheduled **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 **benefit schedule** for your costs incurred in respect of meals, refreshments, outward/return journey to the station/airport and the first night in a hotel after a minimum delay of:

- 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 **benefit schedule**.

— SPECIAL CONDITIONS

1. **You** must check in according to the itinerary supplied to **you**, if applicable.
2. **You** must 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** must comply with the terms of contract of the travel agent, tour operator or provider of transport.
4. All itemised receipts must 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.

— 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 the 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 must, 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 **benefit schedule**, for loss of and/or accidental damage to **baggage** resulting from its loss during transport by 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 tear and depreciation (or **we** may at **our** option replace, reinstate or repair the lost or damaged **baggage**).

— BAGGAGE DELAY

We will pay **you** up to the amount shown in the **benefit schedule** for baggage delay for the purchase of emergency replacement of clothing, medication and toiletries if **your** checked baggage 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 **benefit schedule** 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.

— SPECIAL CONDITIONS

1. **You** must 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. If the covered card could not be used for the essential purchases, itemised receipt for these purchases must be retained.
4. No reimbursement will be made if purchases were made after **your** baggage was returned.
5. All itemised receipts must be retained.
6. Cover for Baggage Delay only applies to **your** outbound **trip** outside of the **country of residence**.
7. **You** must report all incidents of theft or attempted theft of **your baggage** to the local police within 24 hours of discovery and obtain a written report.
8. For items damaged while on **your trip** **you** must obtain an official report from an appropriate local authority.
9. If **your baggage** is lost, stolen or damaged while in the care of a carrier or transport company **you** must report to them, in writing, details of the loss, theft or damage and obtain an official report from an appropriate local authority. If **your baggage** is lost, stolen or damaged while in the care of an airline **you** must:
 - 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** must provide 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. **Ski equipment** and **golf equipment**.
3. 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 or passport.
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 **baggage** shipped as freight or under a bill of lading.

14. SECTION E – TRAVEL ACCIDENT ABROAD

— WHAT IS COVERED

1. If **you** suffer an accidental **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 **benefit schedule**.

— 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 **benefit schedule**.
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 **benefit schedule**, 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**.

— SPECIAL CONDITIONS

1. **You** must give **us** written notice as soon as possible of any incident, which may give rise to a claim.
2. **You** must forward every letter, writ, summons and process to **us** as soon as **you** receive it.
3. **You** must 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 **benefit schedule** 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 **benefit schedule** 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 journey.
2. current visa and entry requirements for all countries. 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.
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 **benefit schedule**, if **you** are arrested or threatened with arrest while travelling. All advances and delivery fees will only be made if accepted means of repayment to us are made in advance.
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 **benefit schedule**, for each **beneficiary** who suffers sudden and unforeseen **bodily injury** or illness, 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 eventual decision that **you** may take.

We will advance the hospital costs incurred up to the amount stated in the **benefit schedule** for the prescribed treatment as agreed with **our** Chief Medical Officer. **We** will first sent to **you** or to a **close relative** or, where applicable, a designated third party a form showing the sums due that the person will need to sign and return to **us**. In this case, **you** must reimburse **us** for this advance within three months of the date of **your** return **trip**. Beyond this period, **we** will be entitled to claim the reimbursement of sums due as well as any interest calculated at the statutory rate. **Our** advances cease on the day when **our** Chief Medical Officer deems it possible to repatriate **you**. In all cases, **you** will need to send a request for reimbursement of **your** hospitalisation expenses to **your** primary sickness insurance fund or your insurance company or to any other insurance or organisation to which **you** can submit **your** request.

2. Additional reimbursement of medical expenses abroad We will reimburse **you** up to the amount stated in the **benefit schedule** 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 **benefit schedule**, 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,
- 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 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 **benefit schedule**.
 - 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 **AXA 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 **AXA Assistance** agrees otherwise.
 4. Up to the amount shown in the **benefit schedule** 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 **AXA Assistance**, up to the amount shown in the **benefit schedule** 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, **AXA 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 **benefit schedule** 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 **AXA Assistance**.
 6. Economy class transport and up to the amount shown in the **benefit schedule** 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 the **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 **benefit schedule**.
 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 for a replacement driver to **return** the vehicle to **your country of residence** or the destination country by the most direct route.

— SPECIAL CONDITIONS

1. **You** must give notice as soon as possible to **AXA 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** must contact **AXA Assistance** as soon as possible in the event of **your** incurring medical expenses in excess of EUR 500 relating to any one incident. **You** must always contact **AXA Assistance** before **curtailing your trip**.
3. In the event of your **bodily injury or illness** **we** reserve the right to relocate **you** from one hospital to another and arrange for **your** repatriation to the **country of residence** at any time during the **trip**. **We** will do this if, in the opinion of **your** treating medical practitioner in attendance or **AXA 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 must be less than 8 years old and have less than 150,000 km on the clock and must 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 bodily injury or illness**.
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 **AXA 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 **AXA 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** must 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** must 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 must 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 **AXA 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 **benefit schedule** for the unused portion of **your ski package** that you contracted to pay before the trip commenced, following your **bodily injury or illness**.

— SPECIAL CONDITIONS

1. **You** must provide written confirmation from a **medical practitioner** that such **bodily injury or illness** prevented **you** from using **your ski package**.
2. **You** must 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 **benefit schedule**,

— WHAT IS COVERED

In the event of theft and/or accidental damage to an **eligible item** within 30 days of purchase, **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 single item limit shown in the **benefit schedule**, whichever is lower. **We** will not pay more than the amount shown in the **benefit schedule** for any one event, or more than the maximum amount shown in the **benefit schedule** 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** must 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** must certify in writing that the claim request has not been sent to another insurance company.
7. **You** must provide **us** with the original sales receipt from the store, the original of card receipt, the original account statement showing the transaction and the police report where applicable.

— 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 **AXA 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 **benefit schedule**.

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 **benefit schedule**, whichever is lower. We will not pay more than the maximum amount shown in the **benefit schedule** 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 **benefit schedule**, whichever is lower. We will not pay more than the maximum amount shown in the **benefit schedule** for any one event or per 365-day period.

SPECIAL CONDITIONS

1. **You** must 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** must 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 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** must return the payment in full or the replacement item to **us**.
4. Claims for an **eligible item** belonging to a **pair or set** will be paid up to the full **purchase price** of the **pair or set**, provided the items are not usable individually and cannot be replaced individually.
5. If **you** purchase the **eligible item** as a gift for someone else, **we** will, if **you** wish, pay a valid claim to the recipient, subject to **your** making the claim.

WHAT IS NOT COVERED

1. Mobile phones.
2. Jewellery, watches, precious metals, gemstones and any item made from precious metals and gemstones.
3. Motor vehicles, motorcycles, bicycles, boats, caravans, trailers, hovercraft, aircraft and their accessories.
4. Cash, travel checks, tickets, documents, currency, silver, gold, art, antiques, rare coins, stamps and collector's items.
5. Animals, living plants, consumables, perishable goods or permanent installations.
6. Items viewed or downloaded from the internet (mp3, photos, software, etc.)
7. Loss or non-compliance of **eligible items** not reported to the online merchant within 5 days of discovery and a written report obtained.
8. Non-delivery of the **eligible item** resulting from a strike of the mail services or the carrier.
9. Events caused by mistreatment, carelessness or not following the manufacturers manual.
10. **Eligible items** used in a professional or industrial context or purchased for resale.
11. **Eligible items** which were used before purchase, second-hand, altered, rebuilt, refurbished, from closing down sales, purchased on auction websites or bought fraudulently.
12. Damage to **eligible items** caused by product defects or error during production.
13. Expenses due to repairs not performed by workshops approved by **AXA 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) In the event of an emergency **you** should first call **AXA Assistance** on telephone **(+352) 27 30 21 31** (any minor illness or injury costs must be paid for by **you** and reclaimed).
 - b) For all other claims, telephone **our** Claims Helpline on **(+352) 27 30 21 31** (Monday – Friday 9:00 – 17:00) to obtain a claim form. **You** will need to give:
 - **your** name,
 - **your covered card** number,
 - brief details of **your** claim.

Alternatively **you** can email **our** Claims Management Service on **claims@axa-assistance.lu**

You will need to give:

- **your** name,
- **your covered card** number,
- **your** address including the postcode,
- brief details of **your** claim.

We as 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.

3. Additional Information.

You must 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** must give **us**.

It is always advisable to keep copies of all the documents that **you** send to **us**.

4. 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 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.

___ WHEN YOU CONTACT US:

Please give **us your** name and contact telephone number. Please quote **your covered card** number and/or claim number. Please explain clearly and concisely the reason for **your** complaint.

___ STEP ONE – INITIATING YOUR COMPLAINT

You must contact **AXA Assistance** on **(+352) 27 30 21 31**. **We** expect that the majority of complaints will be quickly and satisfactorily resolved at this stage, but if **you** are not satisfied, **you** can take the issue further:

___ STEP TWO – CONTACTING AXA TRAVEL INSURANCE HEAD OFFICE

If **your** complaint is one of the few that cannot be resolved by this stage, **you** can contact the Head of Customer Care in **your** preferred language, who will arrange for an investigation on behalf of the Chief Executive: AXA Travel Insurance, Head of Customer Care, The Quadrangle, 106-118 Station Road, Redhill, RH1 1PR, United Kingdom. Or **you** may use e-mail: **bgl_en@axa-assistance.lu**

_____ 25. USE OF YOUR PERSONAL DATA

In using these benefits **you** also agree **we** may:

- a) disclose and use information about **you** and **your** benefits – including information relating to **your** medical status and health – to companies within the AXA Assistance Group of companies worldwide, **our** partners, service providers and agents in order to administer and service **your** benefits, process and collect relevant payments and for fraud prevention;
- b) undertake all of the above within and outside the European Union (EU). This includes processing **your** information in countries in which data protection laws are not as comprehensive as in the EU. However, **we** have taken appropriate steps to ensure the same (or equivalent) level of protection for **your** information in other countries as there is in the EU; and
- c) monitor and/or record **your** telephone calls in relation to **your** cover to ensure consistent servicing levels and account operation.

We use advanced technology and well-defined employee practices to help ensure that **your** information is processed promptly, accurately and completely and in accordance with applicable data protection law.

If **you** want to know what information is held about **you** by the AXA Assistance Group, please write to:

AXA Travel Insurance, Data Protection Officer, The Quadrangle, 106-118 Station Road, Redhill, RH1 1PR.