

# Insurance for the delivery of goods purchased on the Internet with the BGL BNP Paribas Web Credit Card

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## 1. IMPORTANT INFORMATION

- You must call AXA Assistance on +352 27302131** to report any loss or damage.
- These benefits will be governed by the laws of **Your country of residence** unless **we** have specifically agreed otherwise in writing.
- You** will only be covered for the following benefits if 100% of the total cost has been charged to the **covered card**: Section A – Internet Shopping – cover for **eligible items** purchased with the **covered card**.

## 2. BENEFITS TABLE

Section A – Internet Shopping	
Maximum amount per 365-day period	EUR 1,500
Maximum per item	EUR 500
Minimum purchase amount	EUR 50

## 3. 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 5538805, for the benefit of the holders of the BGL BNP Paribas Web Credit 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 be eligible for benefits.

### — ELIGIBILITY

The benefits summarised in this document are dependent upon **You** being a valid BGL BNP Paribas Web Credit Card 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.

## 4. 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 highlighted in bold print.

### AXA Assistance

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

### Benefits table

table appearing on page 1 listing the amounts of compensation.

### Cardholder/You/Your/beneficiary

any holder of a BGL BNP Paribas Web Credit Card, being valid at the time of the incident.

### Country of residence

the country in which **You** legally reside.

### Covered card

BGL BNP Paribas Web Credit Card, being valid at the time of the incident.

### 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

eligible items purchased during the validity period of the policy are covered under Section A – Internet Shopping. (All benefits are subject to the general terms and conditions.) The cover shall end when the card account is closed or when these benefits are terminated or expire.

### Policyholder

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

### 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.

## 5. GENERAL CONDITIONS

**You** must comply with the following conditions in addition to the items listed under the SPECIAL CONDITIONS in Section A to be fully eligible for protection as provided for in the Benefits Table. 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** will only be covered for the following benefits if 100% of the total cost has been charged to the covered card: Section A – Internet Shopping – cover for eligible items purchased with the covered card.
2. **You** must take all reasonable care and precautions to prevent **Your** property from being lost or damaged. **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.
3. **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.
4. **You** must not abandon any property for us to deal with or dispose of any damaged items, as **We** may need to see them.
5. **Your** or **Your** legal representatives must supply at **Your** own expense all information, evidence, 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.
6. **You** must not admit, deny, settle, reject, negotiate or make any arrangement for any claim without our permission.
7. **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 **You** believed to be lost.
8. 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, the Benefits Table above shall be null and void. **we** may inform the police and **You** must repay to us any amount already received under the Benefits Table.
9. If **we** pay any expense for which **You** are not covered, **You** must pay this back within one month of our asking.
10. 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.

## 6. GENERAL EXCLUSIONS

These exclusions apply to all of the benefits listed in **Your** benefits table in addition to the items listed under WHAT IS NOT COVERED in Section A. **We** will not pay for claims arising directly or indirectly from:

1. 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.

2. 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.
3. Loss, destruction or damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
4. **Your** own unlawful action or any criminal proceedings against **You**.
5. 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.
6. 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.
7. Any costs **you** would have been required or been expected to pay, if the event resulting in the claim had not happened.
8. Costs of telephone calls or faxes.

## 7. SECTION A – PURCHASES MADE VIA THE INTERNET

### — 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.

#### Item 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.

#### Receipt of non-compliant item

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 table.

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

For the receipt of non-compliant items, **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 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 benefits table, whichever is lower. **We** will not pay more than the maximum amount shown in the benefits table 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 receipt of a non-compliant item.
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.

## 8. 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.  
Loss or non-compliance of eligible items must be reported to the online merchant within 5 days of discovery and a written report obtained.

- Telephone our Claims Helpline on +352 27302131 (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](mailto: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** 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.

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.

## 9. 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

Communiquez-nous **votre** nom et coordonnées téléphoniques. Indiquez **votre** numéro de **carte couverte** et/ou le numéro de demande d'indemnisation. Expliquez clairement et de façon concise l'objet de **votre** réclamation.

### — STEP ONE – INITIATING YOUR COMPLAINT

**You** must contact AXA Assistance on +352 27302133. **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: [agl\\_en@axa-assistance.lu](mailto:agl_en@axa-assistance.lu)

## 10. 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