

# GENERAL CONDITIONS



ace europe

Insurance for the delivery of goods purchased on the internet  
BGL BNP Paribas – Web Credit Card  
General conditions of group insurance contract No. BEBOTA00472

## DEFINITIONS

**Insurer:** ACE European Group Limited, an authorised insurance company with Code Number CBFA 2312.  
Avenue des Nerviens 9-31, 1040 Brussels, Belgium.  
Company number: 867.068.548  
Registered office: 100 Leadenhall Street, London EC3A 3BP, United Kingdom. Company Number: 1112892.

**Insured:** any holder of a "Web Credit Card" as an individual acting solely in a private capacity.

**Third Party:** any person other than the Insured.

**Insured Property:** moveable property for private use, purchased new via the internet from a Merchant, sent by post with a record of delivery or by a private carrier, with a unit value of between €50 and €500 including tax.

**Merchant:** any seller offering Insured Property for sale via the internet.

**Incorrect delivery:** the Insured Property received does not correspond to the manufacturer's or distributor's reference stated on the order form or the Insured Property delivered is defective, broken or incomplete.

**Non-delivery:** the Insured Property has not been delivered within thirty (30) calendar days of the debit for the order appearing on the Insured's bank statement.

**Internet payment:** payment transaction carried out using a "Web Credit Card" issued by BGL BNP Paribas on the Internet for the purchase of Property without invoices being signed and the amount of which is debited from the Insured's account.

**Policyholder:** BGL-BNP Paribas Luxembourg

**Loss Occurrence:** the occurrence of an event insured by the Contract

## TYPES OF COVER

### Delivery of goods purchased on the Internet

In the event of a problem with delivery following the purchase of Insured Property on the Internet, the Insured may benefit from the Delivery Insurance subject to the conditions set out below. The Insured Property must have been paid for using a valid insured card with the debit corresponding to this purchase appearing on the Insured's Web Credit Card statement.

### Indemnity procedure

The indemnity procedure applies if no satisfactory solution has been found amicably by no later than the 90th day after the payment in respect of the Insured Property is debited.

### In the event of non-delivery of Insured Property

The Insurer shall refund the Insured for the purchase price including tax of the Insured Property up to a maximum of the amounts actually paid to the Merchant and subject to the maximum limits specified in these General Conditions.

### In the event of incorrect delivery of Insured Property

- If the Merchant agrees to the return of the Insured Property, before then sending replacement property or refunding the Insured, cover applies in respect of the cost of returning the Insured Property to the Merchant, if these costs are not met by the Merchant;

- If the Merchant agrees to the return of the Insured Property but does not send replacement property or does not refund the Insured, cover applies in respect of the cost of returning the Insured Property and reimbursement of the purchase price including tax of the Insured Property;

- If the Merchant does not agree to the Insured Property being returned, cover applies to the cost of sending the Insured Property to the Insurer and reimbursement of the purchase price including tax.

The purchase price of the Insured Property shall be understood to include tax and not exceed the amounts actually paid to the Merchant.

The Insurer reserves the right to carry out an inspection or investigation, at its own expense, in order to ascertain the circumstances and amount of the loss.

## Exclusions

- Animals;
- Perishable goods and items, foodstuffs;
- Beverages;

- Plants;
- Motor vehicles;
- Cash, shares, bonds, coupons, securities and papers, valuables of any kind;
- Jewellery or precious items such as works of art, gold and silver ware with a value of more than €150;
- Digital data for viewing or downloading online (notably MP3 files, photographs, software etc.);
- The provision of services, including those used online;
- Property for professional use;
- Property purchased for selling on as trade goods;
- Property purchased on an auction site;
- Wilful negligence by the Insured;
- The consequences of acts suffered by the Insured in the course of a civil or foreign war;
- Strike by service providers or carriers, lock-out or sabotage committed as part of a concerted campaign of strike, lock-out or sabotage.

#### **AMOUNT OF INDEMNITY FOR ANY ONE LOSS AND IN ANY ONE YEAR**

- Delivery of goods purchased on the internet:

€1,500 including tax per year, €50 minimum per article and €500 maximum per article.

Where the items of damaged Property are part of a set and such items are both unusable separately and irreplaceable, indemnity is paid up to the purchase price including tax of the whole set.

Indemnity is paid in euros and inclusive of all tax by transfer to the account specified by the Insured.

#### **DUTY OF THE INSURED IN EVENT OF A LOSS OCCURRENCE**

Within five working days of becoming aware of the insured event, the Insured shall send notice of each loss occurrence to:

**SPB (BGL Insurance for the Delivery of Goods Purchased on the Internet)**

by e-mail to: [bglassurance@spb.lu](mailto:bglassurance@spb.lu)

or by post to: **SPB BGL BNP Paribas BP 10002 Boulevard d'Avroy, 57 B 4000, Liège, Belgium**

or by telephoning **SPB (BGL Insurance for the Delivery of Goods Purchased on the Internet)** at the following telephone numbers:

- within Luxembourg: **8002 3066 (\*\*)**
- from abroad: **+352 8002 3066 (\*\*)**

The telephone line is open from Monday through Friday, from 9:00am through 6:00pm (\*) with service provided in three languages (English, French and German).

(\*) Except for legal holidays, and subject to any Belgian legal or regulatory prohibitions.

(\*\*) The telephone call is free within the Grand Duchy of Luxembourg.

Following the Insured's declaration by one of the above means, a declaration form requesting the Insured to provide details of the Loss Occurrence will be sent to the Insured by the Insurer.

In all cases:

**-In the case of incorrect delivery:** in his own interests, the Insured shall, upon receipt of the delivery or as soon as he becomes aware that the delivery is incorrect, contact **SPB (BGL Insurance for the Delivery of Goods Purchased on the Internet)** within 7 (seven) calendar days using the form for declaration of a Loss Occurrence.

**-In the event of non-delivery:** in the event that the Insured does not receive his delivery within the period specified in the general conditions of sale on the Merchant's website, the Insured shall contact **SPB (BGL Insurance for the Delivery of Goods Purchased on the Internet)** in writing using the form for declaration of a Loss Occurrence no later than 30 (thirty) days after receiving his statement or debit notification.

#### **Supporting documentation to be provided by the Insured in the event of non-delivery or incorrect delivery:**

The Insured shall submit supporting documentation in support of his loss for the purpose of indemnity and in particular:

- A print-out of the order (e-mail), any confirmation of acceptance of the order sent by the Merchant or a print-out of the order screen page
- A copy of the Insured's statement or debit notice showing the amount(s) of the order
- In the case of delivery by a private carrier, the delivery note handed to the Insured
- In the case of shipment by post received by the Insured, the confirmation note in the Insured's possession
- In the case of the Insured Property being sent back to the Merchant, evidence of the cost of sending with acknowledgement of receipt.

The Insurer may ask the Insured for any other supporting documentation that it considers necessary for handling the file (witness statements, declaration to the household insurer, etc.).

#### **GENERAL PROVISIONS**

##### **Geographical limits of cover**

In respect of cover for the Delivery of goods purchased on the internet,

- the purchases insured are those made on a Merchant's website based in a European country or the United States.
- the Insured Property must be delivered within the Grand Duchy of Luxembourg or one of the following countries: Belgium, France, the Netherlands or Germany.

##### **Inception date of cover**

Cover under this insurance policy commences on the date the Insured's Insured Card becomes valid.

**Cessation of cover**

Cover shall be cancelled automatically in the event of the non-renewal or withdrawal of the Insured Card or in the event of the cancellation of the group insurance contract arranged by the Policyholder with the Insurer, on the date on which the insurance contract ceases following cancellation.

**Complaints and mediation**

For any difficulty relating to the conditions for applying the group insurance contract, the Insured may write to ACE Europe, Avenue des Nerviens 9-31 bte 7, 1040 Brussels, Belgium.

**Applicable language**

The General Terms and Conditions have been issued in French. Any translation of these General Terms and Conditions is for information purposes only. In the event of a dispute, only the French-language conditions will be valid.

**Applicable law and jurisdiction**

Group Insurance Contract No. BEBOTA00472 is governed by Luxembourg law.

Unless expressly stipulated otherwise, relations between the parties to this contract are subject to Luxembourg law and the Luxembourg courts have sole jurisdiction in any dispute. However, the parties may bring a case before any other jurisdiction that, in the absence of a choice of the above jurisdiction, would normally rule with regard to the beneficiary of the insurance policy.

**The French language applies to Group Insurance Contract No. BEBOTA00472.****INSURER**

ACE European Group Limited  
Avenue des Nerviens 9-31, 1040 Brussels  
Company number: 867.068.548  
Registered office: 100 Leadenhall Street, London EC3A 3BP, UK. Company Number: 1112892.

Company approved to carry out the following insurance operations:  
01a, 02, 03, 04, 05, 06, 07, 08, 09, 10a, 10b, 11, 12, 13, 14, 15, 16, 17, 18.