

# **General Conditions for insurance VISA Gold** Issuing Date: 15 January 2025

# Page 1/10

# Contents

FOYER ASSURANCES S.A	. 1
A. EXTENDED WARRANTY	. 1
B. SAFE ON LINE INSURANCE	. 2
C. PURCHASE PROTECTION INSURANCE	. 3
D. TRAVEL INSURANCE	. 5
E. TRAVEL ACCIDENT INSURANCE	. 7
F. GENERAL PROVISIONS	10

# FOYER ASSURANCES S.A.

INSURER: Foyer Assurances S.A., having its registered offices in L-3372 Leudelange, 12, rue Léon Laval

Policyholder: ING Luxembourg S.A., having its registered offices L - 1616 Luxembourg, 26, place de la Gare

Policy number: 10293065

Card: a valid Visa GOLD Card issued by the Policyholder

Cardholder: a private person whose name is printed on the Card.

# A. EXTENDED WARRANTY 1. Definitions

Insured: Cardholder exclusively acting for his own private life.

Insured Item: New domestic electrical appliances (white goods), and/or consumer electronics for private use (brown goods) and communication and computing items for private use (grey goods), (i) purchased by the Insured in his/her country of residence plus Luxembourg, Germany, Belgium and France, the total purchase price paid with the Card during the policy term, (ii) having a valid Original Manufacturer Warranty of 24 months, (iii) and with the purchase price of the item of minimum  $\in 50$ (including VAT, excluding delivery costs).

The three above-mentioned conditions are cumulative.

Original Manufacturer Warranty: The warranty of the Insured Item provided by the manufacturer or distributor.

Extended Warranty Period: The period starting from the date the Original Manufacturers Warranty expires and ending no later than 24 months after commencement of the Extended Warranty period.

Product Excluded from this Cover: Product named in the Exclusions (Part 3. Exclusions) of these Terms and Conditions.

Covered Breakdown: Means the failure of the Insured Item to operate for the purpose for which it was designed due solely to defect in material and workmanship of the product and which would be covered by the terms of the Original Manufacturer Warranty.

Authorized Repair Agent: Dealer or independent service centre authorized by the Insurer to perform assessment and/or repair of the Insured Item.

Repair Costs: The costs of spare parts, labour incurred and transportation of the Insured Item.

Replacement Costs: If the Repair Costs exceed the initial purchase value of the Insured Item, the cost of replacing the

Insured Item with a new item having the similar technical characteristics and the purchase value cannot exceed the initial purchase price of the Insured Item.

Residual Value: The amount of repair limited to a percentage of original purchase price of the Insured Item.

# 2. Insurance Contract – Amount and Period

Extended Warranty would come on top of the Original Manufacturer Warranty of 24 months for an additional period of 24 consecutive months as per restrictions and exclusions indicated in the Part 3. Exclusions.

The Insurer shall refund the Repair Costs up to € 2.000 per claim and up to € 4.000 per period of 12 consecutive months and per Insured, during 24 calendar months as from the date of expiration of the Original Manufacturer Warranty.

# **3. Exclusions**

The following is not covered under this insurance:

• Any other cost than that of parts and / or workmanship, and resulting from a Covered Breakdown or expenses in connection with a part or circumstance not covered by the Original Manufacturer Warranty

• Any other obligation or other costs that do not correspond to those being specifically covered by the terms of the Original Manufacturer Warranty

 Damages, breakdowns or defects caused by externally to the Insured Item or representing the direct or indirect consequence of transportation, delivery or installation of the Insured Item

• The breakdown resulting from the manufacturing, alteration or change in basic characteristics of the Insured Item

 Boats, automobiles, motorboats, airplanes, or any motorized vehicles &/or their integral parts

Items with the Original Manufacturer Warranty is longer or shorter than 24 months

 Items purchased for re-sell or the second-hand items, damaged items, items from windows/displays, used Items

• Costs for re-installation of the Insured Item and costs linked to the malfunctioning revealed during Installation Rubber parts (notwithstanding the door seals are covered)

 Adjustments that can be performed by the user without opening the Insured Items

- Items that do not have the serial manufacturer number

• Accident, neglect, abuse, wilful damage, vermin, mould and insect infection, misuse, theft, sand, fire, earthquake, storm and tempest, lightning, explosion, aircraft impact, water and liquid damage, corrosion, battery leakage or Acts of God

 The costs associated with problems or malfunctioning caused by unauthorized modifications or noncompliance with instructions for installation, maintenance or use of manufacturer

• Items used for or intended to be used for professional or commercial purposes

- Any consumable item including but not limited to batteries, DVD heads, Lens filters, lamps, belts, bags, cartridges and the like

- Any costs incurred in the revision, inspection or cleaning of the Insured Item that do not correspond to those incurred after filing a claim in connection with the Insured Item

Costs of repairing cosmetic damage where the function of the appliance is unaffected such as dents, paint and product finish, scratches and rust

 Power outages or surges, inadequate or improper voltage or current or faults in any electrical supply/connection or plumbing

 Any costs arising from the addition or integration in the Insured Item of products or additional components not included in the normal operation of the Insured Item, unless the addition or integration takes place following the written approval of the original manufacturer

ING Luxembourg. Société Anonume 26, Place de la Gare L-2965 Luxembourg VAT LU 11082217

R.C.S. Luxemboura B. 6041

Phone + 352 44 99 1 Fax +352 44 99 23 10

www.ina.lu BIC · CELLUL



# Page 2/10

• The costs arising from or reformatting the hard drive of the Insured Item occurring during the repair, maintenance, cleaning, altering or renovation of the Insured Item, and costs or arising from loss or damage caused by preventive maintenance or the cost of such work, and / or adjustments to any part or assembling of the Insured Item

Cost of the repair estimation

• Any costs arising from or relating to any user replaceable batteries, viral contamination, trackball and pointing devices or loss and/or damage directly or indirectly caused by software, battery, fuse or other consumable product

• A part of the Original Manufacturer Warranty following the liquidation, closing up of the company (temporary or permanent) or any other interruption affecting the manufacturer or his capacity to respect the Original Manufacturer Warranty

• Any costs related to the change or return of the Insured Item requested by a production error, a public safety measure or a legal requirement

Damages caused by mishandling

• Repair or damages of the Insured Item when the repair was not authorised by the Insurer

• Damages caused by the repairer

• Repair costs or damages costs on the covered product in case the repair has not been approved by the Insurer

Civil or foreign war or riots or confiscation by the authorities

Ionized radiation.

# 4. Limits of Responsibility

As per Terms and Conditions of this insurance, the responsibility is limited to  $\notin$  2.000 per claim and  $\notin$  4.000 per period of 12 consecutive months and per Insured.

The Insured cannot receive an amount exceeding the purchase price of the Insured Item mentioned on the VISA statement, minus depreciation of the Insured Item.

# 5. Procedure in Case of a Claim

• The Insured must keep and provide the Insurer with the copies of all the invoices and other documents required by the Insurer (or the appointed claims handler) which are necessary for the assessment of the claim.

• The Insured must declare the Claim to Willis Towers Watson Luxembourg by sending him the filled in and signed claims notification form as soon as possible and at latest 30 calendar days following the date of the claim. The claims notification form can be found on the website www.ing.lu or requested from Willis Towers Watson Luxembourg on +352/46.93.01.222. The claims notification has to include all the proof of loss documents listed hereunder.

• Prior to proceeding with any repair services, the Insured shall notify Willis Towers Watson Luxembourg on +352/46.93.01.222 and obtain approval.

• The Insurer's payment made in good faith discharges the Insurer to the extent of the claim.

Proof of Loss Documents:

· Original or copy of the purchase invoice and copy of the VISA statement proving the purchase of the Insured Item with the Card and mentioning the manufacturer's serial number

Detailed repair invoice mentioning:

o Name, address and signature of the Insured,

o Date of breakdown

o Brand, type and model of the Insured Item,

o Description of the breakdown,

o Description of the performed work,

o Estimate of the Repair Agent (bearing the official stamp of the Repair Agent) with the details of provisions, expenses, labour costs

Copy of Original Manufacturer Warranty

#### **Indemnity Payment**

The Repair Costs or the Replacement Costs as defined in the Part 1. Definitions.

If the Insured Item is a part of a bigger whole and after damage it appears that the individual is irreplaceable or irreparable, the coverage will be applicable to the entire whole.

The indemnity is payable in Euro and include VAT.

# 6. General Provisions

Territory: The cover applies in the European Union plus Norway, Monaco, Andorra, Liechtenstein and Switzerland.

Loss adjustment and payment of the indemnity: An expert can be sent by the Insurer to examine the circumstances

of the Loss and to determine the amount of the indemnity.

Effective date of the coverage: The coverage of this contract begins at the inception date of the Card.

Termination: The coverage shall end rightfully in case of non-renewal or revocation of the Card, or in the case of termination of the insurance contract between the Policyholder and the Insurer, on the date on which the contract will be terminated.

# **B. SAFE ON LINE INSURANCE** 1. Definitions

Insured: A Cardholder residing in European Community, plus Norway, Monaco, Andorra, Lichtenstein and Switzerland exclusively acting for his own private life.

Third Party: Each person other than the Insured.

Insured Item: all new material movable items purchased for private use which was bought on the Internet from a Seller domiciled in European Union and United States of America, provided that the purchased good is delivered to the Insured by mail or private transportation in European Community, plus Norway, Monaco, Andorra, Lichtenstein and Switzerland, that the minimum purchase value of the purchased good is  $\in$  50 (including VAT) and that the purchased good is not excluded from the cover.

Seller: Merchant selling the Insured Item via internet.

Non Compliance: The delivered Insured Item does not correspond to the factory or distribution reference indicated on the order slip or is delivered with a failure preventing its proper functioning, is broken or incomplete.

Non Delivery: The Insured Item has not been delivered within 30 calendar days following the debit of the Insured's Account stated on the Insured Account receipt.

**Online Payment:** Any payment done online with a Card with or without PIN code, without signed bills or with no electronic signature and for which the Account of the Insured is debited.

Loss: Occurrence of an event which is covered by this insurance.

# 2. Insurance Cover

# Delivery of the goods bought on the Internet

In case of problem occurring during the delivery of the Insured Item, the Insured will benefit from the cover described here below:

• the Insured Item must have been paid for with the Card during the period of validity of the Card;

• the transaction corresponding to this purchase must appear on the VISA statement.

ING Luxembourg. Société Anonume 26, Place de la Gare L-2965 Luxembourg VAT LU 11082217

R.C.S. Luxemboura B. 6041

Phone + 352 44 99 1 Fax +352 44 99 23 10

# ING

# Page 3/10

# **3.** Compensation Procedure

The indemnity is payable by the insurer if no amicable satisfactory solution was found with the Seller, by the Insurer or the Insured, maximum 90 calendar days following the payment of the Insured Item:

# 3.1. In case of Non Delivery:

The Insurer will reimburse to the Insured the purchase price including VAT (delivery costs excluded) of the Insured Item in the limit of the amount effectively paid to the Seller with the Insured Card and within the insured limit mentioned in the clause 5 "Amount of the Indemnity per Claim per Year"

# 3.2. In case of Non Compliance Delivery:

• If the Seller accepts the return of the item, and sends a replacement item or reimburses the purchase value to the Insured, the insurance covers the costs to send the item back to the Seller in case these are not picked up by the Seller;

• If the Seller accepts the return of the item but does not send a replacement item nor reimburses the purchase value to the Insured, the insurance covers the costs of returning the Insured Item to the Seller and the purchase value of the insured Item (delivery costs excluded);

• If the Seller does not accept the return of the Insured Item, the insurance covers the costs of sending the Insured Item to the Insurer and reimburses the purchase value of the Insured Item (delivery costs excluded).

The purchase value of the Insured Item is considered including VAT, in the limit of the amount effectively paid to the Seller.

The Insurer reserves its right to accomplish an expertise or an investigation at his own expenses in order to assess the circumstances and the extent of the loss.

# 4. Exclusions

Are excluded from the cover the following items and the claims resulting from:

- Living animals;
- Perishable goods and food;
- Drinks;
- Plants;
- Motorized vehicles;

- Cash, shares, bonds, stocks, and any security or negotiable instrument;

 Jewels or gems, art work, goldsmithery, silverware, with a value superior to € 150;

Numerical data displayed or downloaded on internet (MP3, files, photos, software etc.);

- Any performance of services purchased online;
- Online performance of services;
- Items used in a professional or industrial context;
- Items purchased for re sell;
- Items purchased on auction websites;
- Intentional or criminal actions of Insured;
- Damages caused intentionally on the Insured Item by the Insured;

 Non delivery of the Insured Item resulting from a strike of the mail services or the carrier;

• Damages caused by war, civil commotion, insurrection, rebellion, revolution or terrorism or acts of God;

• Any claim resulting from fraudulent use of Card.

# 5. Amount of the Indemnity per Claim per Year

€ 2.000 (including VAT) per claim with a maximum of € 4.000 (including VAT) per Insured per period of 12 consecutive months.

When the Insured Item is a part of a bigger whole and it appears that the individual item is unusable or irreplaceable, the purchase value of the whole will be reimbursed. The indemnity, all taxes included, will be transferred in Euros to the Insured on the bank account appointed by him.

# 6. Procedure in Case of a Claim

The Insured shall declare the Claim to Willis Towers Watson Luxembourg by sending him the filled in and signed claims notification form as soon as possible and at latest 30 calendar days following the date of the claim. The claims notification form can be found on the website www.ing.lu or requested from Willis Towers Watson Luxembourg on +352/46.93.01.22.

The claims notification has to include all the proof of loss documents listed hereunder.

• In case of Non Compliant delivery, the Insured is supposed to be informed of the loss as from the reception of the delivery or from the moment he is aware of the Non Compliance of the delivery.

• In case of Non Delivery, the Insured is supposed to be informed of the loss when the Insured Item was not delivered within the delay specified on the terms and conditions of sale of the Seller. Following the reception of the claims notification, the Insurer shall intervene, on the Insured's behalf, directly with the Seller or the transporter aiming at finding an amicable solution.

# Proof of loss documents to provide in case of non delivery or non compliance delivery:

In order to get reimbursed, the Insured shall provide following proof of loss documents:

• The print of the purchase order confirmation (email), any confirmation of the order by the Seller or the print screen of the order;

• The copy of the VISA statement or notice of debit from the Insured justifying the debited amount(s) of the order;

• In case of delivery by a private carrier: the delivery slip;

 In case of delivery by mail: the tracking of the delivery in possession of the Insured;

• In case the Insured Item is sent back to the Seller: the receipt justifying of the freight charges.

# The Insurer reserves its right to request any other document or piece of information necessary to investigate the Loss (testimony, ...).

# 7. General Provisions

**Termination**: The coverage shall end rightfully in case of non-renewal or revocation of the Card, or in the case of termination of the insurance contract between the Policyholder and the Insurer, on the date on which the contract will be terminated.

# C. PURCHASE PROTECTION INSURANCE 1. Definitions

Insured: Cardholder exclusively acting for his own private life.

**Insured Good:** Each moveable property with a minimum value of  $\notin$  50 (tax included) per item, that was bought new by the Insured and that was completely paid with his Card; are excluded:

- jewels,
- fur,
- living animals,
- plants,
- perishable goods or drinks,
- money,
- foreign currencies,
- transport documents,
- any marketable security,
- new or second-hand motored vehicles,
- and mobile phones.



Page 4/10

**Loss**: Aggravated Theft of an Insured Good or the Accidental Damage to an Insured Good.

Aggravated Theft: Theft through Break In or Theft with Assault.

**Break in:** Forcing, damaging or destruction of any kind of lock mechanism.

**Assault**: Any physical threat or physical violence by a Third Party with purpose to steal the Insured Good from the Insured.

Accidental Damage: Any destruction, partial or complete damage due to a sudden and external cause.

**Jewels**: Any object destined to be worn by a person, partly or completely made of precious metals or stones.

Third Party: Any person other than the Insured, his / her wife husband or legal cohabitant, ascendant or descendant.

# 2. Coverage

**Object of coverage**: the Insurer shall reimburse the Insured within the bounds of coverage:

• In case of Aggravated Theft of the Insured Good: for the purchase price of the stolen Insured Good.

• In case of Accidental Damage of the Insured Good: for the repair costs of this Insured Good or, if such costs exceed its purchase price or when it cannot be repaired, the purchase price of this Insured Good.

**Duration of coverage**: the coverage is acquired to the extent that the Aggravated Theft or Accidental Damage occurs **within 90 days**, starting on the day of purchase or on the day of delivery of the Insured Good.

**Insured Limits:** € 2.000 per Insured per claim, with a maximum of € 4.000 per period of 12 consecutive months. The Aggravated Theft or the Accidental Damage of a whole of different Insured Goods will be considered as one and the same damage.

**Threshold**: The guarantee shall only apply for the Insured Good of the minimum purchase value of  $\in$  50 (tax included) per insured item.

**The Whole**: when the Insured Good is a part of a bigger whole and after damage it appears that the individual is irreplaceable or irreparable, the coverage will be applicable to the entire whole.

**Payment of the Indemnity**: When a Loss has been notified in accordance with the below mentioned terms and if the Insurer determines that it is covered by this insurance, the Insurer shall pay the Indemnity to the Insured within 15 calendar days after the date at which the Insurer has confirmed coverage.

# 3. Exclusions

Are excluded of coverage:

 An intentional act or deception by the Insured or one of his relatives (husband or wife, legal cohabitant, ascendant or descendant);
Mysterious disappearance or loss;

Damage of the Insured Good caused during transport or during processing by the vendor;

• Theft other than Aggravated Theft; simple theft is excluded;

• Normal wear or gradual degradation of the Insured Good due to erosion, corrosion, humidity or the effect ofheat or cold on the Insured Good;

A defect proper to the Insured Good;

 Non respect of the operating instructions, defined by the producer or distributor of this good; Production error;

War or civil war;

• Embargo, confiscation, seizure or destruction by order of a government or public authority;

• Disintegration of the atomic nucleus or ionizing radiation;

• Items purchased for re sell.

# 4. Procedure in Case of a Claim

In case of Loss: immediately after determining the Aggravated Theft or the Accidental Damage of an Insured Good, the

Insured has to:

in case of Aggravated Theft: lodge a complaint with the police within 48 hours;

• in all cases: declare the Claim to Willis Towers Watson Luxembourg by sending him the filled in and signed claims notification form as soon as possible and at latest 30 calendar days following the date of the claim. The claims notification form can be found on the website www.ing.lu or requested from Willis Towers Watson Luxembourg on +352/46.93.01.22. The claims notification has to include all the proof of loss documents listed hereunder.

# Proof of Loss:

In each case, the Insured has to provide:

- VISA statement justifying the payment of the Insured Good with the Card,

- each piece of evidence that can identify the Insured Good as well as the purchase price and date, such as invoice, receipt

In case of Aggravated Theft, the Insured has to send the following documents:

original police report

each proof of the Loss, being:

• in case of Theft with Assault: any evidence, such as a medical certificate or a written testimony, signed and dated by the witness and with statement of his name, surname, place and date of birth, address and profession.

• in case of Theft through Break in: each document proving the damage, such as the estimate or invoice of the repair of the lock or lock mechanism or a copy of the declaration to the car insurance or fire or home insurance.

In case of Accidental Damage, the Insured also has to send the following documents:

• the original of the estimate or the invoice of the repair, or

• the certificate of the vendor, which details the nature of the damage and certifies that the Insured Good is irreparable.

The Insurer reserves its right to request any other document or piece of information necessary to validate the Loss and to determine the indemnity.

# 5. General Provisions

Territory: worldwide.

**Loss adjustment and payment of the indemnity**: An expert can be sent by the Insurer to examine the circumstances of the Loss and to determine the amount of the indemnity.

**Effective date of the coverage**: The coverage of this contract begins at the inception date of the Card.

**Termination**: The coverage shall end rightfully in case of non-renewal or revocation of the Card, or in the case of termination of the insurance contract between the Policyholder and the Insurer, on the date on which the contract will be terminated.

ING Luxembourg, Société AnonymeR.C.S. Luxembourg B. 604126, Place de la Gare L-2965 LuxembourgVAT LU 11082217

Phone + 352 44 99 1 Fax +352 44 99 23 10



# Page 5/10

# **D. TRAVEL INSURANCE**

# 1. Definitions

Company: A legal entity, principal holder of a card account, whose account linked to the Card is used in the scope of its professional activity, which provided the Card to the Cardholder for purpose of exercise of their role of employee, owner or directing manager of this Company.

Private Trip: Any journey, excluding the professional or commercial journeys, further than 100 kilometres from domicile of the Insured, for which at least one night was reserved in advance, for a period of maximum 90 consecutive days, provided that at least 50% of the transport or accommodation costs were paid with the Card.

Business Trip: Any journey of Cardholder for purpose of exercise of their role of employee, owner or directing manager of this Company, further than 100 kilometres from domicile of the Insured, for which at least one night was reserved in advance, for a period of maximum 90 consecutive days, provided that at least 50% of the transport or accommodation costs were paid with the Card provided to the Cardholder by the Company where the Cardholder works as employee or of which the Cardholder is owner or directing manager.

Insured Trip: Any Private Trip and Business Trip.

#### Insured:

For a Private Trip:

Any Cardholder

The members of the Family living together with the Cardholder travelling together with or without the Cardholder provided that at least 50% of the transport or accommodation costs were paid with the Card.

#### For a Business Trip:

• Each employee, owner or leader of the same company as the cardholder when the tickets were settled up to at least 50 % with the Card.

#### Familu:

spouse or Partner of the Insured;

• natural or adopted children of the Insured or those of his/her spouse or Partner, aged under 25

Partner: A person with whom the Cardholder is cohabitating in fact or in the eyes of the law, on the long term at the same residence, and being domiciled at the same address, as defined by "Loi du 9 juillet 2004 relative aux effets légaux de certains partenariats".

A certificate issued by the city "Officier de l'état civil will suffice as proof.

# Payment by Card

Any payment effected:

• by signing a (paper) receipt slip,

• by authorising a transaction by means of a pin code of the Card, or

• by communicating the number of your Card, which is duly recorded, together with the date, in writing or by computerised means (the Internet, or any form of e-commerce) by the service-provider, airline company or travel agency.

Sickness: Any change in health, confirmed by an approved medical authority that prevents you from travelling for the reserved trip.

Accident: Any physical injury which was not intentional on the part of the victim, resulting from a sudden action on the part of an external agency, confirmed by an approved medical authority.

Major Property Damage: Any property damage (Fire, Theft, Water Damage, Explosion, Subsidence) affecting the domicile of the Insured or professional premises, which is sufficiently serious to imperatively necessitate the presence of the Insured in order to take preservation measures, or which is such that the Insured's presence is requested by the police.

Aggression: Any physical threat or physical violence, perpetrated with malicious intent, causing material, physical and/or psychological damage.

Theft with Aggression: Any physical threat or physical violence by a Third Party with purpose to steal the Insured Good from the Insured.

Theft through Break In: Forcing, damaging or destruction of any kind of lock mechanism of a closed with a key and covered room or a motor vehicle closed with a key.

Travel Documents: Passport or personal identification card required by the transportation company for Insured Trip Abroad.

Natural Disaster: A phenomenon such as an earthquake, volcanic eruption, tidal wave, flood or a natural cataclysm caused by the abnormal intensity of a natural force, and recognised as such by the public authorities.

Act of God: An event which is the consequence of an unforeseeable cause external to the Insured and beyond his or her control, and which is the result of a:

- Natural Disaster or;
- A major political event excluding War and Civil War or;
- Illness or:
- An accident.

# 2. Cancellation or Interruption of Travel Cover

### 2.1. Benefits

The Insurer shall reimburse the non-recoverable amounts for which the Insured is legally responsible in case of cancellation, modification or interruption of an Insured Trip up to € 5.000 per trip, per Card per period of 12 consecutive months and per Family under the following conditions: • In case of cancellation or modification of the Insured Trip, the Insurer shall reimburse the non-recoverable amounts for which the Insured is legally responsible according to terms and conditions of travel contract. However, if modification or cancellation occurs more than 60 days before the date of departure, the indemnity would be limited up to the sum of € 750 per trip, unless the reasons for cancellation or modification of Insured Trip remain valid after this 60-day period.

• In case of interruption of the Insured Trip, the Insurer shall reimburse the portion of the services not used, calculated on a pro rata temporis basis.

# 2.2. Conditions

Compensation is due to the Insured only in the following cases:

• Sickness, Accident or the death of the Insured, their spouse, Partner, or parents/grandparents (to no further than the 2nd degree), descendants (to no further than the 2nd degree), brothers, sisters, relatives by marriage (to no further than the 2nd degree), relatives by affinity (to no further than the 2nd degree), travelling companions named on the registration form, partners, or any other persons called to temporarily replace the Insured in the context of their professional activities (e.g.: doctors, pharmacists, etc.).

#### It is stipulated that the persons mentioned above will not under any circumstances receive compensation if they themselves are not the Insured.

• Major Property Damage.

• Theft with Aggression or Theft through Break In of the Travel Documents.

The benefit comes on top of any other indemnity received from the transporter. The refund is based on the real expenses incurred by the Insured.

ING Luxembourg. Société Anonume R.C.S. Luxemboura B. 6041 26, Place de la Gare L-2965 Luxembourg VAT LU 11082217

Phone + 352 44 99 1 Fax +352 44 99 23 10



# Page 6/10

#### 2.3. The coverage shall apply:

Cover will come into effect subject to the limits provided for as from the date of paying for or booking Insured Trip, on condition that minimum 50% of the total payment was made using the Card.

For Cancellation cover, this will come into effect:

• in the case of Sickness, Accident or death, as from the moment of paying for the Insured Trip.

• in the case of Major Property Damage, maximum 10 days prior to the date of departure on the Insured Trip.

• In case of Theft of the Travel Documents, maximum 48 hours prior to the departure on the Insured Trip.

**For Interruption cover**, this will come into effect on the day on which Insured Trip commences.

#### 2.4. Cessation of the cover

• For Cancellation cover, this will cease at zero a.m. on the day following the date of departure on the Insured Trip.

• For Interruption cover, this will cease once 90 days have elapsed following the date of departure on the Insured Trip and under all circumstances on the date of the return to Insured's usual country of residence.

#### 2.5. Exclusions relative to this cover

It is expressly stipulated that the cover will not apply:

• In the case of cancellation or interruption where this is due to failure, for whatsoever cause, to present an essential document respecting the Insured Trip in question, such as passport, visa, travel tickets, vaccination record.

• Should cancellation or interruption of Insured Trip result from action for any reason whatsoever on the part of the transport operator or travel organiser.

The cover with respect to cancellation or interruption will not apply in the circumstances listed below, in the case of their affecting the Insured or persons provided for in the context of the cover:

psychological illnesses,

 non-stabilised illnesses diagnosed prior to paying for Insured Trip and liable to sudden complications prior to departure,

• the consequences of the use of drugs or medicines that have not been medically prescribed,

• accidents occurring in the course of trials, races or competitions necessitating the use of motorised machines,

- accidents resulting from the use of flying machines (apart from aircraft approved for carrying passengers),

• the consequences of civil or foreign war, riots, uprisings or civil disturbances in which the Insured has played an active part, unless they were performing their professional duties,

• for the Interruption cover, benign illness or injury which can be treated locally,

• the purpose of the trip is to receive medical treatment or medical advice,

• circumstances known to the Insured and/or existing when leaving on the trip, that rendered the injury likely to happen and/or for which the conveyor, the World Health Organisation or the Ministry for Foreign Affairs in the country where the Policyholder is established gave a negative travel advice,

trips made against medical advice.

Under no circumstances shall the Insurer reimburse a cancellation insurance premium paid by the Insured to the Tour Operator or the travel agency.

# 3. Guarantee in the event of a Delayed Flight and/or an extended stay

# 3.1. Delayed Flight

Subject to the proviso of a minimum of 50% of the guaranteed Voyage expenses having been paid using the Card, the Insurer will provide

reimbursement to the maximum of 250 Euros per voyage (regardless of the number of people) for the costs incurred by the Insured for his or her meals, refreshments, hotel costs, and for return transfer costs to the airport or the terminal provided that the delay exceeds 4 hours in relation to the initial departure time indicated on the travel ticket.

# Conditions of the guarantee

The guarantee is granted only in the following cases:

1. Delay or cancellation of a regular flight that has been booked and confirmed;

2. Overbookings which prevent the Insured from embarking on a regular flight that has been booked and confirmed;

3. Late arrival of the regular flight on which the Insured is travelling and which does not enable him or her to catch a regular connecting flight; 4. Only regular flights on Airlines with published schedules fall under the guarantee.

The guarantee is supplementary to any other compensation paid by the carrier. It is granted based on the costs actually incurred by the Insured.

#### 3.3. Exclusions

➤ War, Civil War,

➤ Delays that occur on flights that are not regular (particularly charter flights),

➤ No reimbursement will be owed if the lateness experienced is less than 4 hours in relation to the initial departure or arrival time (in the case of a connecting flight) of the regular flight that you booked,

> No reimbursement will be owed if the lateness or prolonged stay results from a strike or a war,

> No reimbursement will be owed in the case of the temporary or final withdrawal of an aircraft, ordered by:

- $\checkmark$  Either the airport authorities,
- ✓ Or the civil aviation authorities,

 $\checkmark$  Or by a similar organisation and which was announced prior to the departure date of your voyage,

✓ No reimbursement shall be owed if a similar means of transport is made available to the Insured within 4 hours of the initial departure time (or arrival time in the case of a connecting flight) of the regular flight booked and confirmed.

# 4. Guarantee for lost or delayed baggage

#### 4.1. Services guaranteed

Subject to the proviso of a minimum of 50% of the guaranteed Voyage expenses having been paid using the Card, the Insurer will provide reimbursement to the maximum of 500 Euros per voyage, and, upon presentation of supporting documents, for emergency purchases of replacement items and basic necessities by the Insured whose baggage has been lost or delayed during a guaranteed Voyage, provided that this baggage was checked in and assigned to a carrier under the framework of a transport contract, and was made available to the Insured more than 4 hours late.

#### 4.2. Guarantee conditions

In order to benefit from this guarantee, the Insured must make a Property Irregularity Report to the Carrier and forward it to the Insurer. The maximum amounts guaranteed only cover reasonable expenses incurred by the Insured for urgent replacement purchases and basic necessities, within the limit of the ceiling set hereinabove in Article 4.1. The expenditures must be incurred at the destination, prior to the baggage being returned to the Insured.

This guarantee is supplementary to any other compensation paid by the carrier. It is granted based on the costs actually incurred by the Insured.

This coverage does not grant entitlement to the payment of a lump sum.

ING Luxembourg, Société AnonymeR.C.S. Luxembourg B. 604126, Place de la Gare L-2965 LuxembourgVAT LU 11082217

Phone + 352 44 99 1 Fax +352 44 99 23 10



# Page 7/10

This insurance policy covers inconveniences caused by delayed baggage and does not cover the contents of the delayed baggage.

### 4.3. Guarantee exclusions

≻ War. Civil War.

> Confiscation, seizure, requisition or destruction by, or on the order of, an administrative authority,

> Intentional acts.

> Strikes announced before the departure of the guaranteed Voyage,

> Baggage delayed on a flight or rail connection taken by the Insured in order to return to his or her home country and/or usual place of residence.

> Failure to obtain a Property Irregularity Report and present it to the Insurer.

# 5. Ticket upgrades

# 5.1. Services guaranteed

Subject to the proviso of a minimum of 50% of the guaranteed Voyage expenses having been paid using the Card, the Insurer will reimburse the Insured for the additional costs incurred due to a change in his or her regular travel ticket (one way or return) to a similar or higher comfort category to the sum of a maximum of 2.500 Euros per voyage (regardless of the number of people).

# 5.2. Guarantee conditions

This guarantee is provided in the following cases:

 $\succ$  If the departure of a regular, confirmed flight or rail connection from any embarkation place whatsoever is delayed for 4 hours or more or cancelled and if no other means of transport is made available to the Insured by the carrier within the 4 hours following the departure time of the aircraft flying on a regular route, or a rail connection;

> If the Insured is not allowed on board a regular confirmed flight or a rail connection due to overbooking and if no other means of transport are made available to him or her by the carrier within the 4 hours following the departure time of the aircraft flying on a regular route, or a rail connection:

> If the Insured misses a connection at the transit location following the late arrival of a flight on a regular route, or a rail connection, and if no other means of transport are made available to him or her by the carrier within the 4 hours following the actual arrival time of the initial flight, or of a rail connection.

### The guarantee only applies when the additional costs of the changed ticket were paid for using the Card.

This guarantee is supplementary to any other compensation paid by the carrier and is granted based on the costs actually incurred by the Insured.

# 5.3. Guarantee exclusion

An exclusion to the guarantee applies should the Insured have refused the alternative means of transport made available to him or her by the carrier within the 4 hours following the departure time of the plane on a regular route.

# 6. What to do in the event of a claim

The Insured must declare a claim to the Insurer by sending it the filledin and signed claim declaration as soon as possible and no later than 20 calendar days after the Visa account is made available.

The claim declaration may be found on the Website www.ing.lu or requested from Willis Towers Watson Luxembourg by calling the number 00352/46 96 01 222.

# The compensation request form must include all the documentary proof of the claim, as listed below

In all cases, the Insured must forward the Insurer the following:

> A filled-in and signed claim declaration indicating the place and the circumstances of the Incident,

> Proof of payment using the Card.

Moreover, the Insured must forward the Insurer the following documents:

- ➤ In the event of a travel cancellation:
- Booking confirmation,
- Proof of cancellation.
- > In the event of a trip being disrupted:
- The booking confirmation,

- The travel agency's declaration concerning the number of days not used.

➤ In the event of a death:

- The death certificate.
- ➤ In the event of Illness:
- The medical certificate.
- ➤ In the case of a major property Loss:

- A document providing proof issued by the local authorities (report, fire department declaration, etc).

- ✓ In the case of delayed travel or a missed connection:
- The carrier's certificate,
- The originals of the invoices/purchase receipts,
- The details of the compensation paid by the carrier, where applicable.
- $\checkmark$  In the case of delayed/lost baggage:
- Property Irregularity Report,
- The originals of the invoices/purchase receipts,
- The details of the compensation paid by the carrier, where applicable.
- $\checkmark$  In the case of ticket upgrades:
- The transport company's certificate.
- A document proving that the additional travel costs were paid for using the Card.
- ✓ Delayed flight
- The transport company's certificate.
- The originals of the invoices/hotel bills/purchase receipts.

# 7. General provisions

Assessment/Payment of compensation: An assessor or investigator may be sent out by the Insurer in order to assess the circumstances of the Incident and assess the compensation amount.

The date the guarantee comes into force: This guarantee comes into force on the date the Card is issued or, if this date is prior to 1st January 2016, on the date the Policy comes into force, 1st January 2016.

End of coverage: The guarantee will immediately be automatically terminated in the event of non-renewal or cancellation of the Card or upon expiry of this insurance contract in the case of termination of the insurance contract signed by the Insured with the Insurer.

Payment of compensation: If a claim is declared in accordance with the terms referred to above and if the Insurer notes that this claim is guaranteed, the Insurer will pay the compensation within 15 calendar days of the date of confirmation by the Insurer that coverage is indeed provided.

# E. TRAVEL ACCIDENT INSURANCE

# The Insured:

The Card Holder, referred to hereinbelow using the pronoun "you", and only in the event that at least 50% of the price of the transport tickets was paid using the Card before the departure date.

1. Definitions



Page 8/10

#### Partner<sup>.</sup>

A person with whom the Insured, on the date of the loss, constitutes a legal community or an actual community, has been living with longterm at the same place of residence, and who has the same home address. Within this context, an original certificate issued by a civil servant from the Population Department shall constitute proof.

### Third party:

Any natural or legal person, excluding:

- The Insured himself or herself;

- Direct parents and offspring, as well as any person living under the same roof as the Insured.

#### Abroad:

Any country excluding the country:

- where the Insured is domiciled;
- where the Insured usually resides;
- where the Insured usually works.

Voyage:

Travel by the Insured to a destination Abroad for a maximum period of 6 months.

#### Guaranteed Voyage:

Any Voyage for which 50% of the total transport cost is paid for using the Card.

#### Doctor:

A medical doctor and/or a member of a Doctors' Association who is legally empowered to practice medicine in the country where the injury occurs and/or treatment of the injury.

#### Intoxication:

All disorders due to the introduction of a substance into the Insured's body for which the content level measured in terms of pure alcohol and/or illicit substances is higher than the maximum authorised content stipulated in the legislation of the country where the injury occurs.

### Physical Injury:

Any physical injury sustained by a person.

#### Property Damage:

Any degradation, deterioration, accidental loss and/or destruction of an object or substance, including any physical injury inflicted on an animal.

#### Accident:

A sudden event occurring during the term of the contract, the cause or one of the causes of which is external to the Insured and which causes physical injury to the Insured.

The following are considered to be accidents, insofar as they occur to the Insured during the term of the contract:

- Damage to health which is the direct, sole consequence of an Accident that is guaranteed or an attempt to save people or property in peril;

- Inhaling gases or vapours and absorption of toxic or corrosive substances;

- Dislocations, distortions, and muscle tears and strains caused by sudden physical exertion;

- Frostbite, heat stroke, and sunstroke;

- Drowning;

- Anthrax, rabies, tetanus.

# War:

Any armed opposition, whether or not it is declared, by one State to another State, an invasion, or a state of siege.

The following in particular are considered to be war: Any warlike activity, including the use of military force by any sovereign nation whatsoever for economic, geographic, nationalist, political, racial, religious or other purposes.

### Civil War

Any armed opposition between two or more parts of the same State due to ethnic, religious or ideological reasons.

The following in particular are considered to be civil war: An armed revolt, a revolution, a riot, a coup d'état, the consequences of martial law, and the closure of borders ordered by a government or by local authorities.

### Terrorism:

Acts of terrorism are considered to be the following acts bringing about, either Abroad and/or in the country that is the destination of the return trip, the closure of an airport (or airports) and/or of airspace and/or of the terminal or railway station:

- Any actual use or threat to use force or violence either intended to, or causing, damage, injuries, harm or disruptions;

- Committing an act that poses a danger to human life or property, against any individual, property or government with the objective being, whether stated or not, to pursue economic, ethnic, nationalist, political,

racial or religious interests, whether or not these interests are declared. - Any act that is either proven or recognised by the competent government to constitute an act of terrorism.

The following acts are not considered to be acts of terrorism:

 $\checkmark$  Any act of insurrection, strike, riot, revolution, or attack involving the use of nuclear, biological or chemical weapons;

✓ Thefts or any other criminal act committed essentially for personal profit and acts occurring due to prior personal relations between the perpetrator(s) and the victim(s).

### **Rental Vehicle:**

Any motor vehicle with at least 4 wheels (including motor homes and vans) used for the private transport of people or items for a maximum period of 6 months. Cars that are leased or rented on a long-term basis are not covered.

# Hospital:

An establishment approved by the Ministry of Health of the country where the injury occurred and/or was treated, and which is responsible for medical treatment of sick people and people who have experienced accidents, excluding the following establishments: preventoriums, sanatoriums, psychiatric and rehabilitation institutions, and other institutions of the same type.

# 2. General provisions

Purpose of the contract:

1. This contract is aimed at enabling the Insured, whilst travelling using one of the following means of public transport indicated: plane, train, boat or bus, departing from his or her usual country of residence, to benefit from the guarantees and amounts indicated in the Special Conditions under the framework of the implementation of these General Conditions insofar as 50% of the price of the transport tickets was paid using a Card before departing on the voyage.

2. Coverage is also granted for a maximum of 6 months during the stay Abroad, provided that the death or permanent partial disability occurs there due to the very fact of using either a means of public transport referred to in point 1, or a Rental Vehicle, or a taxi, the cost of which was paid in full using a Card (simply providing the card's details as a bond for rental vehicles does not suffice).

If only a fraction representing at least 50% of the invoice issued for renting a Rental Vehicle was paid using the Card at the very time when the rental was taken up, the insured amount will be multiplied by the aforementioned fraction.

ING Luxembourg. Société Anonume 26, Place de la Gare L-2965 Luxembourg VAT LU 11082217

R.C.S. Luxemboura B. 6041

Phone + 352 44 99 1 Fax +352 44 99 23 10



# Page 9/10

### **Risks covered:**

In the case of an accident occurring whilst using one of the means of public transport referred to above, the Policyholders are covered in the event of death or permanent partial disability, insofar as this is to a level of at least 25 %, with this being calculated according to the BOFI (Official French Disability Scale) in force on the day of the Accident.

### Death following an Accident

If the Insured dies solely because of the aforementioned Accident within a period of 90 days following the Accident covered, with the day of the Accident being counted as being the 1st day, the amount referred to in the Special Conditions will be paid to be beneficiaries.

If, upon a period of at least six months elapsing after the Accident, and after checking all the proof and supporting documentation available, the Insurer has every reason to assume that what is involved is an injury that is covered, the death of the Insured will then be considered to constitute an event of such a nature as to trigger the guarantees in this contract.

If it is noted, after payment, that the Insured is still alive, all the amounts paid by the Insurer within the context of payment of the compensation shall be reimbursed to it by the beneficiary (beneficiaries).

The compensation amounts in the event of death and permanent disability are not cumulative.

#### Permanent disability following an Accident

When the Insured is the victim of an Accident covered and it is established medically that permanent disability has ensued, the Insurer shall pay the sum calculated based on the fixed amount in the Special Conditions multiplied by the level of disability set by the BOFI in force on the day of the Accident, without however exceeding a disability level of 100%. When the level of disability equals or exceeds 66%, the disability will be considered to constitute full disability and will be compensated for at the rate of 100%.

Any injury affecting limbs or organs that are already disabled or which have lost their functionality are only compensated for based on the difference between their state before and after the Accident. Assessment of injuries of a limb or an organ cannot be increased by the pre-existing state of disability of another limb or organ.

Should the consequences of an Accident worsened by disabilities, illnesses, causes or circumstances independent of the Accident occurring, the compensation may not be higher than what would have been owed had the accident occurred to a healthy body.

The compensation is granted based on the conclusions of the consulting Doctor appointed by the Insurer or medical certificates presented if no consulting Doctor has been appointed.

If consolidation does not occur within 12 months of the Accident, the Insurer may, at the Insured's request, pay a provision that equals a maximum of half of the minimum compensation which is likely to be granted to him or her on the day of consolidation.

The compensation amounts in the event of death or permanent disability are not cumulative.

#### Repatriation of the body following an Accidental Death.

The Insurer organises repatriation of the Insured's body to the country of residence and ensures that this repatriation is covered by the company, with this including the post-mortem treatment required, the coffin, the embalming, and the Customs duties.

#### Search and rescue costs

The Insurer shall intervene up to the amount referred to in the special conditions in terms of justified costs for search and/or rescue purposes if the Insured is immobilised following suffering Physical Injury.

The Insurer does not take responsibility for organising the search and/or rescue.

#### Transport to a Hospital

If the Insured sustains Physical Injuries following an Accident, the Insurer shall intervene up to the amount referred to in the special conditions in terms of the transport costs for moving to a more suitable or better equipped Hospital, insofar as the costs that are the consequence of this have been incurred reasonably and of necessity.

The Insurer does not take responsibility for organising transport to a Hospital as described above.

#### Medical repatriation

If the Insured suffers Physical Injuries subsequent to an Accident, the Insurer shall reimburse all of the repatriation costs that are the direct consequence of this and have been incurred reasonably and of necessity within 7 days of the date when the Accident occurred, with the day of the Accident being considered to constitute the 1st day. The Insurer does not take responsibility for organising medical repatriation.

#### Age limit:

The maximum age of the Insured at the time when the contract is concluded is 70 years.

The coverage automatically ends on the day of the Insured's 75th birthday.

### Beneficiaries in the event of death

The Insured may designate another beneficiary by sending a letter to the Insurer.

- In the event of the Insured's death, the beneficiaries are:
- $\succ$  The designated beneficiary or, failing that;
- ➤ The unseparated spouse of the Insured or, failing that;
- $\succ$  The Partner of the Insured or, failing that;
- The children of the Insured or, failing that;
- $\succ$  The grandchildren of the Insured or, failing that;
- ➤ The parents of the Insured or, failing that;
- > The brothers and sisters of the Insured or, failing that;

 $\succ$  The rightful claimants of the Insured, with the exception of the State. Creditors, including Inland Revenue, may not lay claim to benefiting from the compensation.

# Aviation risk:

The insurance extends to the use as a passenger of any aeroplane or helicopter duly authorised for transporting people, insofar as the Insured is not a member of the crew or, during the flight, does not carry out any professional or other activity relating to the aircraft or the flight strictly speaking.

# Exclusions

The guarantees do not apply in the following cases:

- War, Civil War. However, the guarantee is still granted to the Insured for 14 calendar days from the start of the hostilities when he or she is surprised by these events whilst Abroad and insofar as he or she has not actively participated in them.

- Intentional acts and/or provocations and/or manifestly reckless acts, unless what is involved is a considered attempt to save people and/or animals and/or goods.

- Intoxication.

- Suicide or attempted suicide.

# ING

# Page 10/10

- Nuclear reactions and/or radioactivity and/or ionising radiation, unless these elements are involved in an essential medical treatment subsequent to a covered injury.

- Sports, including training, played professionally and/or for a sum of money, as well as playing as an unpaid amateur in the case of the following sports: aerial sports, with the exception of travelling in a hot air balloon.

- Mountaineering, climbing, off-trail hiking and/or hiking in areas subject to official warnings.

- Big game hunting.

- Ski jumping, alpine skiing and/or snowboarding and/or cross-country skiing

done off usable trails and/or in areas subject to official warnings.

- Caving, rafting, canyoning, bungee jumping, and underwater diving with an independent breathing apparatus.

- Martial arts.

- Competitions involving motor vehicles, with the exception of tourist car rallies for which no time or speed requirements are imposed.

- Participation in and/or training for and/or preparatory trials for speed races.

- Bets and/or challenges, quarrels and/or clashes, apart from in the case of legitimate self-defence (with a report issued by the authorities providing proof of this).

- Unrest and measures taken with a view to combating this unrest, unless the Insured and/or the beneficiary prove that the Insured did not actively take part.

# Compensation

The compensation amounts are set depending on the medical data and factual details the Insurer has at its disposal.

The Insured and/or the beneficiary (beneficiaries) have the right to accept or reject these. In the latter case, they must inform the Insurer of their objections via registered letter sent within 10 calendar days of receiving the notice.

All compensation amounts are payable without interest upon acceptance by the Insured and/or the beneficiary (beneficiaries). In the event of refusal by the Insurer, any compensation request shall expire three years after being sent.

# 3. Loss declarations

A. The Policyholder must, as soon as possible, inform the Insurer of the advent of the Incident using the documents made available. It must be informed immediately of any fatal Accident.

B. The Insured must immediately provide the Insurer with any useful information and respond to the requests made of him or her in order to determine the circumstances and establish the extent of the Incident. C. The Insured must take all reasonable measures in order to prevent

C. The Insured must take all reasonable measures in order to preven and lessen the circumstances of the Incident.

If the Insured does not fulfil one of the obligations referred to in a) b) & c) and the result of this is prejudicial to the Insurer, it has the right to claim a reduction in its provision of service, up to the amount of the loss that it has sustained.

The Insurer may decline its guarantee if, with fraudulent intent, the Insured has not fulfilled the obligations set out in a) b) & c).

# 4. Intervention limits

The amounts insured, as defined below, constitute the maximum payable per person insured by virtue of this policy, for any claim covered, regardless of the number of cards used. Subsequent to the same event, the maximum intervention possible by virtue of this contract may not exceed 5 million Euros.

➤ Death following an accident - € 200,000

 $\succ$  Permanent disability of 66% or more following an accident -  $\in$  200,000

 $\succ$  Permanent disability of 25% to 66% or more following an accident - € 2,400 per percent of permanent partial disability, from 25% upwards, maximum of € 205,000

The age taken into account is the age at the time of death.

- > Repatriation of the body following an accidental death,
- ➤ Search and rescue costs,
- ➤ Medial transport costs (actual costs per person) € 5,000
- ≻ Maximum compensation per policyholder € 205,000.

# 5. What to do in the event of a claim

The Insured must declare the claim to the Insurer by sending it the filledin and signed claim declaration as quickly as possible and within 20 calendar days of the Visa statement being made available.

The claim declaration may be found on the Website www.ing.lu or requested from Willis Towers Watson Luxembourg by calling the number 00352/46 96 01 222.

The compensation request form must include all of the documentary proof for the claim

# **F. GENERAL PROVISIONS**

**Time limit:** Any action stemming from this contract is subject to a time limit of three (3) years from the event that gave rise to it.

**Complaints - Mediator:** In the event of any difficulties relating to the implementation conditions for this guarantee, the Insured may write to the Insurer.

**Disputes**: Any complaint relating to the contract may be sent to the Insurance Commissariat, Boulevard Royal 7, L-2449 Luxembourg or to the Insurance Mediator, A.C.A. B.P. 29, L- 8005 Bertrange.

Filing a complaint in no way reduces the possibilities of the Policyholder and/or the Insured and/or his or her beneficiary (beneficiaries) instituting legal proceedings.

Any dispute between the parties shall be subject to the exclusive jurisdiction of the courts of Luxembourg and in Luxembourg.

**Protection of personal data:** The Insured hereby declares that he or she has been informed and agrees to processing of their personal data gathered from them by the Insurer and/or the Policyholder for the purposes of their adhering to this guarantee, monitoring adherence to it, and settling any Claim.

The personal data thereby gathered are intended exclusively for the Insurer, its agents for needs relating to adherence, its contractual partners contributing to carrying out this management and, where applicable, to the regulatory authorities, with this being in accordance with the terms and conditions set out in Article 111-1 of the amended Law of 6 December 1991 concerning the insurance sector, enshrining professional secrecy in the insurance field.

The Insured has the right to access, amend, rectify and delete information concerning him or her that is featured in the files of the aforementioned entities, subject to the conditions set out in Luxembourg's law relating to the protection of personal data.

**Subrogation**: Pursuant to the provisions of Article 52 and the following articles in the Law on insurance contracts, the Insurer is subrogated up to the compensation amount paid by it, in terms of the rights and actions of the Insured against Third Parties.

**Use of languages**: The general conditions are issued in French. Any translation of them is for information purposes and in the event of a dispute, the conditions in French take priority.

ING Luxembourg, Société AnonymeR.C.S. Luxembourg B. 604126, Place de la Gare L-2965 LuxembourgVAT LU 11082217

Phone + 352 44 99 1 Fax +352 44 99 23 10