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## FOYER ASSURANCES

**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-2965 Luxembourg, 26, Place de la Gare

**Policy number:** 10293065

**Card:** a valid VISA Platinum 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 € 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 € 3.000 per claim and up to € 5.000 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
- 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 € 3.000 per claim and € 5.000 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](http://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, Liechtenstein 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, Liechtenstein and Switzerland, that the minimum purchase value of the purchased good is € 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 d'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.

## 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

€ 3.000 (including VAT) per claim with a maximum of € 5.000 (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](http://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 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 € 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.

**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:** € 3.000 per Insured per claim, with a maximum of € 5.000 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 € 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 of heat 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](http://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.

## 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.

**Family:**

- 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 **€ 10.000** per trip, per Card per period of 12 consecutive months and per Family under the following conditions:

- 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 basi.

## 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.

## 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 500 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.

### 3.2 Extended stay if held up due to a case of force majeure

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 150 Euros per day for a maximum of 10 days with a maximum of 1,500 Euros per voyage (regardless of the number of people) for the costs incurred by the Insured.

### **Guarantee conditions**

If the Insured has his or her travel held up for at least 24 hours due to force majeure, the Insurer will cover reasonable, unrecoverable costs incurred for the hotel stay costs and transport costs between the airport and the hotel, costs for meals and drinks, and telephone costs.

### 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:**

- ✓ **Either the airport authorities,**
- ✓ **Or the civil aviation authorities,**
- ✓ **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 1,000 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.

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 5,000 Euros per voyage (regardless of the number of people).

##### **5.2. Guarantee conditions**

This guarantee is provided in the following cases:

- 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 filled-in 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](http://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.
- ✓ 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.
- ✓ 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.
- ✓ Extended stay:
  - In the event of an accident or disease: the medical certificate.
  - Proof of the occurrence of a volcanic eruption with the consequence of the scheduled flight being cancelled.
  - Hotel bills and proof of the transfer between the airport and the hotel.
  - Bills for meals, drinks and telephone expenses.

## 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

### 1. Definitions

#### 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.

#### Partner:

A person with whom the Insured, on the date of the loss, constitutes a legal community or an actual community, has been living with long-term 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:

- ✓ 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.

**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:

- The designated beneficiary or, failing that;
- The unseparated spouse of the Insured or, failing that;
- The Partner of the Insured or, failing that;
- The children of the Insured or, failing that;
- 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;
- 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.**
- **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 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 - € 250,000
- Permanent disability of 66% or more following an accident - € 250,000
- Permanent disability of 25% to 66% or more following an accident - € 2,400 per percent of permanent partial disability, from 25% upwards, maximum of 250,000 Euros

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 - € 255,000.

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

The Insured must declare the claim to the Insurer by sending it the filled-in 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](http://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. THEFT OF HANDBAGS, DOCUMENTS AND KEYS**

### **1. Definitions**

**The Insured:**

Any holder of a Card.

**Third Party:**

Any person other than the Insured.

**Keys:**

Keys (including locks) for the Insured's main and secondary home(s) as well as for his or her land motor vehicle(s).

**Handbags:**

Bags, wallets and card holders carried by the Insured at the time the Incident occurs.

**Papers:**

The Insured's national identity card, driving licence, boat licence, hunting licence, fishing licence, vehicle registration card, and passport.

**Depreciation:**

Annual depreciation for the value of an item applied to the purchase price (including tax) for that item.

**Assault:**

Any act or threat of physical violence perpetrated with the intention of harming and which causes property, physical and/or psychological damage.

**Robbery:**

Any act of violence committed by a Third Party to the Insured's person or any intentional force applied by a Third Party with a view to depriving the Insured of his or her possessions.

**Break-in:**

Break-in by forcing the locks on closed premises (including a hotel room) that are roofed and locked up, or a land motor vehicle that is locked.

**Incident:**

The advent of an event insured under this guarantee.

### **2. Guarantees**

**Keys and papers**

The Insurer will reimburse the costs for replacing Keys and papers belonging to the Insured in the event of theft of Keys or Papers due to an Assault or a Break-in.

**Handbags**

The Insurer will reimburse the repair and replacement costs for bags, wallets or card-holders belonging to the Insured that were stolen or damaged during a Robbery or a Break-in.

The costs for repairing or providing reimbursement for Handbags are covered by the Insurer subject to a deduction for Depreciation.

Depreciation calculation: 10 % of the purchase price per year with a limit of 70 %.

The Depreciation is deducted from the purchase price in EUROS (including tax) counting from the purchase date stated on the invoice.

**Compensation amounts per claim and per year**

Keys and Papers

150 Euros per claim per consecutive period of 12 months and per Insured.

Handbags

250 Euros per claim per consecutive period of 12 months and per Insured.

It is understood that reimbursement under this insurance policy may not exceed 400 Euros per claim per consecutive period of 12 months and per Insured.

### **3. Guarantee exclusions**

- ✓ Intentional wrong by the Insured.
- ✓ Disappearance or loss of the goods insured.
- ✓ The contents of the handbag (other than the wallet, card holder, or keys and papers).
- ✓ Jewellery or valuable items worn by the Insured at the time the theft occurred.
- ✓ A theft that is not the result of an assault or break-in.
- ✓ A theft committed by any person who is an insured party.
- ✓ The consequences of acts that the Insured has experienced during a civil war or a foreign war.

### **4. What to do in the event of a claim**

The Insured must declare the claim to the Insurer by sending it the filled-in 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](http://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 for the claim, as listed below.

In all cases:

- ✓ The claim declaration form, duly filled in and signed, indicating the place and the circumstances involved in the Claim, the original of the receipt for the complaint filed with the police authorities referring to the circumstances of the Robbery or Break-in, and a list of the goods stolen.

In the event of a Robbery or Break-in during which Keys and/or Papers were taken:

- ✓ Copies of both sides of the official Papers reissued,
- ✓ The original of the invoice for replacement of the Keys.

In the event of a Handbag theft:

- ✓ The original of the purchase invoice for the Handbags stolen or damaged,
- ✓ Any supporting evidence of the assault (eyewitness account, medical certificate)

The Insurer may ask the Insured for any other supporting documentation that it deems necessary for examining the case (eyewitness account, declaration to the Insurer of the house, etc.).

### **5. General provisions**

**Territorial extent of the guarantee:** The whole world.

**Assessment/Payment of compensation:** An assessor or investigator may be sent by the Insurer in order to assess the circumstances involved in the claim and so an assessment can be made of the compensation amount.

**Date the guarantee comes into force:** This guarantee comes into force on the date the Card is issued or, if that date is earlier than 1st January 2016, the date when the Policy came into force, on 1st January 2016.

**End of coverage:** The guarantee will immediately be terminated automatically in the event of non-renewal or cancellation of the Card or upon expiry of this insurance contract in the event of cancellation of the insurance contract taken out by the Policyholder with the Insurer.

**Compensation payment:** 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 counting from the date of confirmation by the Insurer that coverage has in fact been granted.

**G. LOSS/THEFT OF NOT – CHECKED AND CHECKED BAGGAGE OR PERSONAL ITEMS WHILST TRAVELLING (IN TRANSIT / ROOM / RENTAL VEHICLE)**

Based on supporting documentation, the Company will provide reimbursement to the maximum amount of **2,500 Euros**

- Theft (whether or not it is blatant) of baggage during a voyage covered by this contract, or;
- The loss of any baggage which is the responsibility of the transport company.

In this case, the Company will only pay a supplement to the compensation amounts that the transport company has to pay, without being able to exceed the initial amount set out hereinabove.

**Baggage**

Personal items, excluding financial assets, belonging to the Insured or for which the Insured is responsible; either carried or sent beforehand.

**Exclusions**

- ✓ **Simple disappearance or loss (which is the responsibility of the transport company)**
- ✓ **Theft committed by any person who is an insured party.**

**This guarantee also applies in the case of a break-in carried out on the Insured's vehicle, provided that the baggage insured was not left in plain view inside the vehicle's passenger compartment.**

**What to do in the event of a claim:**

- ✓ In the event of a theft (whether or not it is blatant), file a complaint with the competent authorities within 48 hours of the incident;
- ✓ In the case of a loss; a document from the transport company certifying the loss and any amount that may have been reimbursed;
- ✓ Declare the claim to the Insurer by sending it the filled-in and signed claim declaration as soon as possible and no later than 20 calendar days after the Visa account is made available.

**H. MISSED EVENTS**

**Definition**

**Event Ticket**

Any advance payment for a concert ticket, play, sports event or amusement park booked beforehand (with a specific, limited date), and then debited from the Card covered with a view to personal use as well as for family members living under the same roof as the Card Holder.

**Extent of coverage**

The Company will reimburse the Card Holder up to the sum of €300 per ticket and up to a maximum of €1000 per event over the whole 365-day period (the purchase price printed on the ticket providing proof) in the event of cancellation and/or events missed due to one of the causes listed below that occurred before the event, insofar as the tickets were purchased with the Card and they are returned to the Company:

1. An illness or physical injury experienced by the Insured, his or her spouse, a relative to the second degree, or a person living under the same roof as the Insured who is responsible for them, or is the guardian for them, and which prevents the voyage being undertaken for medical reasons;

2. The death of the Insured, his or her spouse, a relative to the second degree, or a person living under the same roof as the Insured who is responsible for them, or is the guardian for them;
3. Complications linked to pregnancy of the Policyholder, insofar as, at the time the tickets for the event were booked, the Policyholder was no more than three months pregnant, and was less than six months pregnant at the time of the event;
4. Obligatory quarantine or the obligatory attendance of the Insured for jury duty at the Crown Court or as a court witness, insofar as the Insured was unaware of this state of affairs when he or she booked the tickets for the event;
5. Hijacking, hostage-taking or kidnapping of the Insured, his or her spouse, a relative to the second degree, or a person living under the same roof as the Insured who is responsible for them, or is the guardian for them;
6. Cancellation or limitation of public transport following a strike, unless an alternative means of transport is made available;
7. The Insured is required to be on the scene following a break-in at the Insured's home or workplace;
8. Major property damage at the Insured's place of residence or workplace following a fire, storm, floods, landslide or ill-intentioned acts insofar as the damage is concerned:
  - ✓ Was unforeseeable at the time the tickets for the event were booked;
  - ✓ Prevents the Insured from taking part in the event;
  - ✓ Occurred within 30 days preceding the date of the event;
9. Theft or complete unroadworthiness of the Insured's private vehicle at the time of the event;
10. Lateness at the time of the start of the event, due to being held up for more than one hour because of a road accident or in the case of force majeure on the way to the event site.
11. Theft and loss of passports within 48 hours prior to the voyage.

**Exclusions**

**Cancellations and/or missed events due to the following are excluded:**

1. **A suicide, attempted suicide, or acts intentionally caused or provoked by the Insured or by the Beneficiary of the contract. An intentional act is considered to be a fraudulent, ill-intentioned or wrongful act, or wrongdoing which, due to its seriousness, is comparable to fraud;**
2. **Drunkenness, or the use of unprescribed drugs unless it is established by the Insured or the Beneficiaries that the incriminated state was not the cause of the physical injury;**
3. **A nuclear risk, or acts of war. The Insured is never covered if he or she is serving in any army whatsoever;**
4. **Crimes and offences, acts of terrorism or acts of sabotage which the Insured takes an active part in;**
5. **Piloting aircraft or any aeronautical activity, other than as a paying passenger;**
6. **Playing any sport professionally: in other words when the gains as a professional sportsperson exceed 25% of one's annual salary;**
7. **Participating in and training for horse races, cycle races, and motor races;**
8. **Pregnancy or childbirth by the Policyholder, and abortion and its complications, with the exception of what is set out in point 3) "Scope of the coverage";**
9. **Psychological illnesses, post-traumatic mental illnesses, and sexually transmissible diseases;**
10. **Physical injuries following an accident or an illness, for which medical or paramedical treatment was prescribed by an attending doctor at the time of the travel contract being signed, unless, in the attending doctor's opinion, there are no medical grounds for not going on the voyage;**

11. The Insured's insolvency at the time the tickets for the event were booked;
12. Breakdown or poor condition of the private vehicle to be used for travelling to the site of the event or show respectively;
13. Administrative problems, problems with vaccinations or obtaining a visa or other entry documents;
14. Cancellation of an event by the organisers;
15. All the tickets for events that were booked or purchased subsequent to the advent of a physical injury which may not be covered by this insurance;
16. Compensation requests resulting from or linked to any pre-existing physical condition;
17. Service costs relating to booking/purchasing the tickets;
18. Season tickets.

## I. COVERAGE OF RENTAL VEHICLE EXCESS

### 1. Definitions

#### **The Insured:**

Any Holder who is 18 years of age or older and who is acting for a purpose other than his or her business or professional activity.

#### **Third Party:**

Any person other than the Insured, his or her spouse or live-in partner, or parents or offspring.

#### **Incident:**

A sudden event that occurs during the term of this guarantee, the cause of which (or one of the causes of which) is beyond the Insured's control and causes property damage to the Insured's Rental Vehicle.

**Rental Vehicles Company:** An enterprise or professional agency approved by the regulatory authorities of the country where the Rental Vehicle is made available.

#### **Rental Contract:**

The rental contract signed by the Rental Vehicles Company and the Insured.

#### **Rental Vehicle:**

A vehicle assigned for mixed business and tourism use, an all-terrain vehicle, the maximum permitted weight of which does not exceed 3.5 tonnes, rented on a daily or weekly basis, by virtue of a Rental Contract signed by the Insured and the Rental Vehicles Company, located within the applicable geographical area of this policy and which is returned to the Rental Vehicles Company within the same applicable geographical area.

#### **Applicable geographical area:**

The whole world, excluding a 100 kilometres radius from the place of domicile or usual residence of the Insured, and subject to the proviso that at least one night was booked in advance for travelling with the Rental Vehicle. Coverage is also granted from the Insured's place of residence in the case of a guaranteed voyage carried out with the Rental Vehicle more than 100 km away from the place of residence insofar as the client can declare a booking for at least 1 night. In this case, the coverage therefore also applies within the 100 km radius.

#### **Insured Rental Vehicle:**

The renting of a Rental Vehicle, the full cost of which was paid using the Card, provided that the rental period indicated in the Rental Contract is a maximum of 30 consecutive days.

**Excess:** The sum of money or the fraction of the damage left for the Insured to cover in the event of the risk occurring as per the conditions of the Rental Contract, should the Insured not have taken out the Rental Vehicle Company's insurance.

**Non-recoverable Excess:** The irreducible amount set out in the Rental Contract when the Insured has agreed to or was obliged to agree to the Rental Vehicle Company's insurance.

**Rental Contract without Excess:** if the Rental Contract does not provide an excess, the excess will automatically be considered as corresponding to the maximum amount covered under point 2.3. Limits of guarantee

## 2. Guarantee

### 2.1. Services guaranteed

If the Insured has paid with his or her Card for renting a Rental Vehicle, for a total period not exceeding 30 consecutive days, he or she is covered subject to the conditions of this guarantee in the event of physical damage or theft of the aforementioned vehicle.

In the event of physical damage or theft of the Rental Vehicle, with or without identification of a Third Party, whether in the right or in the wrong, the Insurer will cover the repair costs or the costs for restoring the Rental Vehicle to the state it was in at the time the Rental Contract was concluded, with this applying up to the amount:

- a. Of the Excess set out in the Rental Contract when the Insured has not taken out the insurance proposed by the Rental Vehicles Company (higher excess),
- b. Of the non-recoverable Excess set out in the Rental Contract when the Insured has taken out the insurance proposed by the Rental Vehicles Company (lower excess),

and when the damage to the Rental Vehicle is covered by the Rental Vehicles Company above and beyond this amount by another contract.

This guarantee is granted to the Insured as well as to those people travelling with him or her and who drive the Rental Vehicle, provided that their names are mentioned beforehand in the Rental Contract.

### 2.2. Guarantee conditions

In order to benefit from this guarantee, the Insured must:

- ✓ Follow the driving conditions imposed by the Rental Vehicles Company, the law, or local courts,
- ✓ Drive the Rental Vehicle in accordance with the clauses of the Rental Contract,
- ✓ Rent the Rental Vehicle from a Rental Vehicles Company, with the Rental Contract having to be drawn up in due, proper form,
- ✓ Legibly indicate the name of the driver or drivers in the Rental Contract,
- ✓ Provide his or her Card number, duly recorded in writing or electronically and dated by the Rental Vehicles Company,
- ✓ Pay all of the rental costs for the vehicle using the Card.

### 2.3. Limits of the guarantee

The maximum amount covered by the Insurer per Claim is 10,000 Euros.

The Insurer intervenes up to this amount after applying a 75 Euro excess per Claim.

If the repair or replacement cost is higher than 75 Euros, the Insured is reimbursed for the full amount for the repair or replacement, with the maximum amount being 10,000 Euros.

### 2.4. Cessation of the guarantee

The guarantee ends when the Insured returns the Rental Vehicle, the keys, and the registration documents for the Rental Vehicle at the end of the rental period, which shall not exceed 30 days.

## 3. Exclusions

**Claims resulting from the following are excluded from the guarantee:**

1. Risks of war and similar risks;
2. Accidents caused or intentionally provoked by the Insured and any beneficiary of this guarantee;

3. Any fraudulent, dishonest or criminal act committed by the Insured or any person they are colluding with; or insurance taken out under circumstances where the Incident may be anticipated;
4. Reckless acts which endanger life, unless they were committed in order to save oneself, another party, or an animal or property, or in the case of legitimate self-defence;
5. Driving the Rental Vehicle in breach of the terms of the Rental Contract;
6. Driving by people who do not hold a valid driving licence;
7. Renting luxury vehicles or sports cars that have a retail purchase price higher than € 75,000 (or the equivalent in local currency);
8. Vehicles that are more than 20 years old or are of a type that had not been manufactured for 10 or more years at the time of the rental;
9. Renting any makes or models of limousine (in other words, ceremonial vehicles);
10. Renting vehicles that are not authorised for driving on roads, including (but not limited to) two-wheel vehicles, off-road vehicles, and recreational vehicles;
  
11. Renting vehicles weighing more than 3.5 tonnes (total unladen weight) or vehicles with a load volume of more than 8 cubic metres;
12. Renting trailers, caravans, vans, motorcycles, mopeds, scooters, and camper vans;
13. Accidents whilst participating in motor racing (including training and trials);
14. Accidents resulting from alcoholic intoxication, or using drugs or similar products that were not prescribed by an authorised medical authority;
15. Accidents caused by ionising radiation other than irradiation required for medical purposes;
16. The compensation amount, whether or not it is accepted by the Insured (for whatever reason), that the Insured is entitled to claim from any other insurer;
17. Any damage to the contents of the Rental Vehicle (including, but not limited to, burns caused by smokers, or by animals belonging to the Insured or for which they are responsible);
18. Driving of the Rental Vehicle by someone other than the authorised drivers specified in the Rental Contract;
19. Fines, penalties, and exemplary or punitive damages;
20. Damage to the property transported by the Insured, or property the Insured is entrusted to take care of;
21. Physical injuries or damage to property resulting from the dispersal, seepage, release or spillage of pollutants, whether existing or presumed;
22. Wear and tear, and gradual deterioration, caused by insects or vermin, a hidden defect, or concealed existing damage;
23. Any automobile or other vehicle that is not a Rental Vehicle;
24. Vehicles rented for a period longer than 30 consecutive days, regardless of the date on which the Incident that gave rise to the claim occurred;
25. Simultaneous rental of more than one vehicle;
26. Regular rental of light commercial vehicles for delivery purposes;
27. Costs not relating to the repair or replacement of the Rental Vehicle (with the exception of towing costs invoiced).

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

- ✓ File a complaint with the competent authorities within 48 hours of the Incident;

- ✓ Declare the claim to the Insurer by sending it the filled-in 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](http://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 duly filled-in and signed claim declaration form indicating the place and the circumstances involved in the Incident, and the original of the receipt of the complaint filed with the police authorities stating the circumstances.

#### Proof of the Incident:

The Insured must forward the Insurer a copy of the accident report or the police report, indicating (among other things) the place, the date and the precise time of the Incident.

### 5. General provisions

**Territorial scope of the guarantees:** The whole world, excluding a 100 kilometres radius from the home or usual residence of the Insured.

Coverage is also granted from the Insured's place of residence in the case of a guaranteed voyage carried out with the Rental Vehicle more than 100 km away from the place of residence insofar as the client can declare a booking for at least 1 night. In this case, the coverage therefore also applies within the 100 km radius.

**Assessment/Payment of compensation:** An assessor or an investigator may be sent by the Insurer in order to assess the circumstances involved in the Claim and to 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.

### J. "PRIVATE CIVIL LIABILITY ABROAD" GUARANTEE

#### 1. Purpose of the guarantee

The purpose of the guarantee is to cover the financial consequences of the civil liability that the Insured may invoke due to Physical Injury, property damage or intangible consequential damage caused to Third Parties during a Voyage abroad and as part of his or her private life, **excluding damage invoking the liability of the Insured in a professional capacity, or in relation to his or her business or trading activities.**

#### 2. Damaging event

The cause of the damage sustained by the victim and forming the subject of an out-of-court or court claim.

All of the claims relating to the same damaging event constitute one and the same claim.

### 3. Guarantee period

The guarantee comes into force as soon as the Insured leaves his or her usual country of residence and ends upon his or her return, within the limits defined in the "Territoriality" clause in the "Special Provisions". The guarantee is provided during the first 90 days of the Voyage.

### 4. The Insurer's maximum commitment

The maximum compensation shall not exceed 500,000 EUROS per Claim for all of the damage guaranteed.

### 5. Exclusions

- ✓ Damage caused by earthquakes, volcanic eruptions, tidal waves or other cataclysms,
- ✓ Purely intangible damage,
- ✓ Non-consequential intangible damage,
- ✓ Any damage caused by various sorts of motor vehicles, sail boats and motor boats, or animals that the Insured or the people he or she is civilly liable for own, operate or keep,
- ✓ Any damage caused to property belonging to or assigned to the safekeeping of the Insured at the time of the Claim,
- ✓ Fines, including those similar to civil reparations, and the costs relating thereto,
- ✓ Damage caused by the buildings or parts of buildings that the Insured owns, rents or occupies.

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

Declare the Claim to the Insurer by sending it the filled-in 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](http://www.ing.lu) or requested from Willis Towers Watson Luxembourg more than 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 duly filled-in and signed claim declaration form indicating the place and the circumstances involved in the Incident.

## K. SKI EQUIPMENT LOSS/THEFT/DAMAGE

### 1. Definitions

**Insured:** The Cardholder.

**Insured goods:** Cover is acquired for any Ski Equipment belonging or entrusted, in whatever capacity whatsoever to the Insured and which is used exclusively by him, taken by the Insured on a trip, as long as the trip meets the conditions of article 3, section K, of these General Conditions

**Claim:** Sudden event occurring during the duration of this guarantee, the cause (or one of the causes) of which is beyond the control of the Insured and causes material damage to the Insured's ski equipment.

**Covered Trip:** Any trip for which 50% of the total cost is paid with the Card.

**Ski Equipment:** Skis (including bindings), ski boots, snowboard boots, ski poles and snowboards. Accidental Loss: Loss caused by a sudden external event, preventing the physical recovery of the Insured Good.

**Accidental Loss:** Loss caused by a sudden external event, preventing the physical recovery of the Insured Good.

**Theft by Assault:** Any act of violence committed by a Third Party on the Insured's person or any coercion voluntarily exercised by a Third Party with the intent to rob the Insured.

**Theft by Break-In:** Forceful Break-In of the closure systems of an enclosed real estate property (including hotel room), closed and locked, or a locked land vehicle.

### Covered Event:

- Theft, Theft by Break-In, Theft by Assault:
- Accidental Loss;
- Any destruction, or partial or total deterioration due to a sudden external event.

### 2. What is covered

Provided that at least 30% of the costs of the Covered Trip have been paid with the Card, the Insurer shall reimburse to the Insured the costs of repairing or replacing Insured Good that is lost, stolen or damaged as a result of a Covered Event.

### 3. What is excluded

- Damage due to confiscation, seizure or detention by customs or any authority;
- Damage, loss or deterioration of any Insured Good which is covered by any other insurance or which is the responsibility of the transport company: In such cases, the Insurer shall pay compensation only in addition to the compensation to be paid by the transport company or other insurance policy, not to exceed the initial amount stipulated in the General Terms and Conditions;
- Theft and deterioration of Insured Property left unattended in public places, beaches, campsites and any other places accessible to the public;
- Insured Property that is merely forgotten, misplaced or lost;
- Claims for compensation for which there are no original receipts, evidence of ownership or appraisal by an insurance company (obtained prior to the loss) if the Insured Good is lost, stolen or damaged;
- Loss, theft or deterioration of goods for professional use or used in the course of professional activity ;
- Loss or deterioration due to old age, depreciation, deterioration, atmospheric or climatic conditions, invasion by mites or vermin;
- Claims for compensation arising from theft, loss or deterioration of the Insured Good when shipped as freight or goods;
- Claims arising from the loss, theft or deterioration of the Insured Good transported in a vehicle's roof gallery;
- Loss, theft or deterioration of Insured Good over five years old.
- Ski equipment rental

### 4. Compensation Limit

The costs of repairing or replacing the Insured Property are borne by the Insurer less deduction for wear and tear. Wear and tear calculation: 15% of the purchase price per year.

The maximum compensation limit provided for in these General Terms and Conditions is set at:

- Ski Equipment: €500 per article / €750 per event

The compensation terms and conditions as set out in Article 3, section K, of these General Terms and Conditions shall apply.

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

- File a complaint with the competent authorities within 48 hours of the claim;

- Declare the claim to the Insurer by sending it the filled-in 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](http://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 duly filled-in and signed claim declaration form indicating the place and the circumstances involved in the claim, and the original of the receipt of the complaint filed with the police authorities stating the circumstances.
- In the event of theft: the detailed complaint filed,
- The original purchase receipts for the Insured Property,
- The estimate for repairing the Insured Property.

## **6. General provisions of coverage**

**Geographical Area of Coverage:** coverage is in effect worldwide with the exception of the country of the Cardholder's residence. The coverage is, however, effective for travel within the Cardholder's country of residence for Claims occurring more than 100 km from his/her place of residence.

**Appraisal/Payment of compensation:** An expert or investigator may be sent by the Insurer to assess the circumstances of the claim and to carry out an assessment of the amount of compensation.

**End of coverage:** Coverage shall be immediately and automatically cancelled if the Card is not renewed or is cancelled, or upon expiry of this insurance policy in the event of cancellation of the insurance contract policy entered into by the Policyholder with the Insurer.

## **L. 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.

**Applicable law and jurisdiction:** This contract is governed by Luxembourg law and in particular by the Law on Insurance Contracts of 27 July 1997 and all its extensions, amendments and implementation orders.

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.



