

Policy n° L2.040.140 signed by Banque de Luxembourg, société anonyme, a public limited company governed by Luxembourg law, having its registered offices 14, boulevard Royal, L-2449 Luxembourg, R.C. Luxembourg B 5310, and AIG Europe S.A., an insurance company based in Luxembourg.

The English version of these General Conditions is for information purpose only, in case of dispute the French version will prevail.

## COVERS AND LIMITS

Not all coverage is available on all credit cards (hereinafter referred to as the "Card" or "Cards"). The table below gives you a summary of coverage available on each Card.

## GENERAL DEFINITIONS

**Card:** one of the valid VISA Cards as mentioned in the following table, issued by the Policyholder and provided with the following insurance coverage, within the limits per type of Card:

Covers	VISA Classic	VISA Premier	VISA Infinite
Purchase protection	1.000 EUR/ claim/year	2.000 EUR/ claim & 3.000 EUR / year	5.000 EUR/ claim & 10.000 EUR / year
Safe online	1.000 EUR/ claim & 2.000 EUR/ year	1.500 EUR/ claim & 3.000 EUR/ year	2.000 EUR/ claim & 3.000 EUR / year
Extended warranty (+ 2 years)	No cover	3.000 EUR/ claim & 5.000 EUR/ year	4.000 EUR/ claim & 6.000 EUR/ year
Atm-mugging	No cover	500 EUR/ claim/year	500 EUR/ claim/year
Travel insurance - trip cancellation/ curtailment	No cover	10.000 EUR/ family/insured trip/ year	15.000 EUR/ family/insured trip & 30.000 EUR / year
Travel insurance - luggage delay			
4H	No cover	250 EUR/ claim unlimited per year	500 EUR/ claim unlimited per year
48H		750 EUR/ claim unlimited per year	1.500 EUR/ claim unlimited per year
Travel insurance - flight delay/ missed connection/ ticket upgrade	No cover	500 EUR/claim unlimited per year	1.000 EUR/claim unlimited per year
Travel insurance - ticket upgrade	No cover	500 EUR/claim unlimited per year	500 EUR/claim unlimited per year
Travel insurance - travel accident	Insured amount 100.000 EUR	Insured amount 250.000 EUR	Insured amount 250.000 EUR
Collision damage waiver	No cover	10.000 EUR (only for private travel)	50.000 EUR (only for private travel)
Travel assistance	No cover	Insured amount 150.000 EUR	Insured amount 300.000 EUR

**Abroad:** Any country with the exclusion of:

- the country of domicile of the Insured Person;
- the country of normal residence of the Insured Person.

**Accident:** Sudden event occurring during the period of validity of the policy, the cause or one of the causes of which is external to the body of the Insured Person, and which causes the Insured Person Bodily Injury.

The following are likened to accidents, provided they occur to the Insured Person during the period of validity of the policy:

- injuries to health which are the direct and sole consequence of an Accident or of an attempt to rescue persons or property in danger;
- the inhalation of gas or fumes and the absorption of toxic or corrosive substances;
- muscular dislocations, distortions, strains and tears caused by sudden physical stress;
- frostbite, heat stroke, sunstroke;
- drowning;
- anthrax, rabies, tetanus.

**Assistance Centre:** Service staff appointed by the Insurer to provide assistance, tel. (+32) 3 253 69 16.

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

**Civil War:** Any armed opposition between two or more sections of one and the same State for ethnic, religious or ideological reasons. The following are notably likened to a civil war: an armed revolt, revolution, riot, "coup d'Etat", the consequences of martial law, the closing of borders ordered by a government or by local authorities.

**Family:**

- Spouse or Partner of the Cardholder;
- Natural or adopted children of the Cardholder or those of his/her spouse or Partner, aged under 25, financially dependent on the Cardholder.

**Hospital:** An establishment approved by the Ministry of Public Health of the country of the injury and/or of the treatment and charged with the medical care of patients and of Accident Victims, with the exception of the following establishments: preventoria, sanatoria, psychiatric and rehabilitation hospitals, rest homes and other similar kinds of institutions.

**Insured Person:** Person specified in the coverages listed below.

**Insured Trip:** Any journey, excluding the professional or commercial journeys, further than 100 kilometres from domicile of the Insured Person, for which at least two (2) nights were reserved in advance, for a period of maximum 90 consecutive days, provided that the transport and accommodation costs were fully paid with the Card.

**Insurer:** AIG Europe S.A., an insurance company registered in Luxembourg (Luxembourg Trade and Companies Register no. B218806). Registered office: 35 D Avenue John F. Kennedy, L-1855, Luxembourg. AIG Europe S.A. is approved by the Luxembourg Ministry of Finance and supervised by Luxembourg's insurance supervisory authority (Commissariat aux Assurances) 11 rue Robert Stumper, L-2557 Luxembourg, Grand Duchy of Luxembourg, tel.: (+352) 226911-1, caa@caa.lu, <http://www.caa.lu/>.

AIG Europe S.A., Belgian branch is located at Boulevard de la Plaine 11, 1050 Brussels, registered in the Brussels Trade and Companies Register – VAT BE 0692.816.659, registered with the National Bank of Belgium (BNB) under number 3084. The BNB is located at Boulevard de Berlaimont 14, 1000 Brussels, [www.nbb.be](http://www.nbb.be).

**Intoxication:** Set of disorders due to a substance being introduced into the body of the Insured Person in which the measured pure alcohol and/or illegal substances content is higher than the maximum authorised content as stipulated by the legislation of the country in which the injury occurs.

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

**Loss:** Occurrence of an event insured by the present coverages.

**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. A certificate issued by the city "Officier de l'état civil / Ambtenaar van de burgerlijke stand" or any similar document will suffice as proof.

**Physician:** Doctor of medicine and/or member of an Association of Physicians legally authorised to practise medicine in the country in which the injury occurred and/or in which the treatment of the said injury took place.

**Policyholder:** Banque de Luxembourg, société anonyme (including BDL Belgian branch).

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

**Terrorism:** The following acts are deemed to be acts of terrorism where they involve, Abroad and/or in the country of destination of the return trip, the closing of the airport (airports) and/or of the air space and/or of the terminal or of the station:

- any actual or threatened use of force or violence directed at or causing damage, injury, harm, or disruption;
- the commission of an act dangerous to human life or property, against any individual, property or government, with the stated or unstated objective of pursuing economic, ethnic, nationalistic, political, racial or religious interests, whether such interests are declared or not;
- any act which is verified or recognised by the relevant government as an act of terrorism.

The following acts shall not be considered acts of terrorism:

- any act of insurrection, strike, riot, revolution criminal attack involving the use of nuclear, biological or chemical weapons;
- robberies or any other criminal act primarily committed for personal gain, and acts arising primarily as the result of prior personal relationships between perpetrator(s) and victim(s).

**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.

**Theft with Aggression:** any physical threat or physical violence by a third party with purpose to steal the insured good from the Insured Person.

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

**War:** Any armed opposition, declared or not, from one State to another State, an invasion or a state of siege. The following are notably likened to war: any warlike activity, including the use of military force, by any sovereign nation whatsoever to achieve economic, geographic, nationalistic, political, racial, religious or other ends.

## GENERAL PROVISIONS

**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 coverages:** The coverage of this contract shall take effect on the date of activation of the Card or later, depending on conditions of each guarantee; no coverage, however, take effect before the inception date of this insurance contract underwritten for the Policyholder by the Insurer. Goods paid before the date of activation of the Card or before the inception date of the insurance contract will not be covered by this insurance contract (even if the claim occurs after these dates).

**Termination of the coverages:** Notwithstanding contrary clause in the present document, all coverages will be terminated immediately and will expire automatically in case of non-renewal or termination of the Card or if this insurance contract underwritten for the Policyholder by the Insurer terminates for any reason whatsoever.

**Statute of Limitations:** Any claim, based on this contract becomes prescribed 3 years after the event on which it was based. The statute of limitations shall be interrupted if the claim is declared in due time.

#### Complaints and Mediation:

**Applicable law:** This contract is governed by the Luxembourg Law of 27 July 1997 on the insurance contract, and all extensions, modifications and implementation decrees.

#### Complaints:

The Insurer aims to treat the Insured Person with all due speed and diligence.

If the Insured Person is dissatisfied, despite the best efforts of the Insurer, complaints may be submitted as follows:

- By email: [belgium.complaints@aig.com](mailto:belgium.complaints@aig.com)
- By phone: (+32) 2 739 9690
- By fax: (+32) 2 739 9393
- By post: AIG Europe S.A., Complaints, Boulevard de la Plaine 11, 1050 Brussels.

The Insurer kindly asks that the Insured Person always provides the insurance policy number or insurance claim number and, where possible, the name of the contact person at the Insurer.

#### Ombudsman:

If we are unable to provide a satisfactory solution, you can also contact:

Commissariat aux Assurances 11 rue Robert Stumper, L-2557 Luxembourg, Grand Duchy of Luxembourg, Tel.: (+352) 22 69 11 – 1, [caa@caa.lu](mailto:caa@caa.lu), <http://www.caa.lu/>.

Or (for consumers): National Service of the Mediator of Consumption (Service National du Médiateur de la consommation) Ancien Hôtel de la Monnaie 6, rue du Palais de Justice L-1841 Luxembourg (+352) 46 13 11 [info@mediateurconsommation.lu](mailto:info@mediateurconsommation.lu) [www.mediateurconsommation.lu](http://www.mediateurconsommation.lu)

or the

Insurance Ombudsman  
Luxembourg Insurance and Reinsurance Association (ACA), 12, rue Erasme L-1468 Luxembourg (+352) 44 21 44 1 [mediateur@aca.lu](mailto:mediateur@aca.lu) <https://www.ulc.lu/fr/organes/detail.asp?T=2&D=descr&ID=6>

Filing a complaint is without prejudice to the Insured Person's ability to instigate legal proceedings.

**Jurisdiction:** Any disputes between the parties fall within the exclusive jurisdiction of the courts of Luxembourg.

#### Protection of personal data:

##### How is your Personal Information used?

The Insurer undertakes to protect the privacy of its clients, claimants and other commercial contacts.

'Personal Information' is information used to identify you and relating to you, or used to identify and relating to other individuals such as your partner or other members of your family.

If you provide the Personal Information of another individual, unless otherwise agreed, you must inform this individual of the contents of this clause and of the Privacy Protection Policy and obtain their approval (wherever possible) to transmit their Personal Information to the Insurer.

#### What type of Personal Information is collected and why?

Depending on the relationship between yourself and the Insurer, the Personal Information collected may include:

contact details, banking details, credit rating and information, sensitive health information (collected with your agreement where so required by applicable law), and other Personal Information provided by you or that the Insurer obtains during the course of its relationship with you.

Personal Information may be used for various purposes:

- Managing insurance contracts, e.g. communicating or managing claims and compensation
- Making assessments and taking decisions regarding the provision of insurance cover, insurance terms and compensation for insurance claims
- Providing assistance and recommendations on travel and medical issues
- Managing our commercial operations and IT infrastructure
- Preventing, detecting and investigating criminal activity such as fraud and money laundering
- Establishing and defending rights in the courts
- Legal and regulatory compliance (including respect for the laws and regulations in force in countries other than your country of residence)
- Monitoring and recording phone calls for the purposes of quality control, training and security
- Market research and analyses
- Audit (internal)

#### Sensitive Personal Information

When preparing an insurance proposal and assessing an insurance claim, the Insurer will collect, use and communicate certain Sensitive Personal Information concerning your health or medical situation.

The Insurer processes this information based on your explicit agreement or as authorised by law.

#### Sharing Personal Information

Personal Information may be shared for the purposes mentioned above with companies in the same group as the Insurer and with third parties (such as brokers and other insurance distributors, insurers, reinsurers, credit rating agencies, healthcare professionals and other service providers).

Personal Information will be communicated to other third parties (including the authorities) if so required by the law or regulations. Personal Information (including information on physical injuries) may be recorded in the claims files that are accessible to other insurers. Personal Information may be communicated to purchasers or potential purchasers, and transferred at the time of sale of the Insurer's company, or transfer of the company's assets.

#### International transfers

Given the international nature of the Insurer's business, Personal Information may be transferred to entities based in other countries (in particular, the United States, China, Mexico, Malaysia, the Philippines, Bermuda and other countries, which may have legislation on data protection that differs to that applicable in your country of residence). When the Insurer makes such transfers, it takes all measures necessary to ensure that your Personal Information is properly protected and transferred in accordance with applicable legislation on data protection. Additional information on international transfers is provided in the Insurer's Privacy Protection Policy (see below).

#### Security of Personal Information

Appropriate technical and physical security measures are in place to protect your Personal Information.

When the Insurer provides Personal Information to third parties (including its service providers) or uses third parties to collect Personal Information on its behalf, those third parties are carefully selected and are required to put appropriate security measures in place.

#### Your rights

You have certain rights regarding the use of your Personal Information under applicable data protection legislation. These rights apply only in specific cases and are subject to some exceptions. These rights may include the right to access, amend, delete or restrict the use of your Personal Information. These rights may also include the right to transfer your information to another organisation, to oppose the use of your Personal Information by the Insurer, to request that certain automatic decisions taken by the Insurer include human intervention, to withdraw your consent to the use of your information, and to complain to the authority responsible for data protection. Full information on your rights and how to exercise these rights are provided in the Insurer's Privacy Protection Policy (see below).

#### Privacy Protection Policy

Your rights and the various ways that the Insurer can collect, use and communicate your Personal Information are detailed in the Privacy Protection Policy which can be consulted at: <http://www.aig.be/fr/protection-des-donnees-personnelles>.

You can also request a copy by post at the following address:

Délégué à la Protection des données / Data Protection Officer, AIG Europe, Boulevard de la Plaine 11, 1050 Brussels or by email to: [dataprotectionofficer.be@aig.com](mailto:dataprotectionofficer.be@aig.com).

**Subrogation:** In accordance with the provisions of article 52 of the Luxembourg Law of 27 July 1997 on the insurance contract, the Insurer is subrogated to the rights and claims of the Insured Person against third parties up to the amount of the claims paid by the Insurer.

## GENERAL EXCLUSION

**The Insured Person is not covered by this policy for any travel to, from or through the following countries:**

**Afghanistan, Cuba, Iraq, Iran, Liberia, the Democratic Republic of the Congo, Sudan, Syria, the Crimea, DNR or LNR regions of Ukraine.**

**This policy does not cover any direct or indirect loss, injury, damages or civil liability of persons or entities identified on any government surveillance list as being involved in terrorism, drug trafficking, human trafficking, piracy, trading weapons of mass destruction, organised crime, malicious cyber activities, or human rights violations.**

**The Insurer is not obliged to provide cover, compensation for claims, or services of any kind whatsoever under this insurance policy if providing such cover, compensation or services would expose the Insurer, its parent company or its ultimate parent entity to any form of sanction, ban or restriction under United Nations resolutions, economic or commercial sanctions, or the laws and regulations of Luxembourg, the European Union or the United States.**

## Coverages

The coverages listed below (1 to 7) are applicable in their entirety to the credit Cards issued by the Bank of Luxembourg, as agreed with the Policyholder.

## 1. PURCHASE PROTECTION

**This cover applies for the following Cards:**

VISA Classic, VISA Premier, VISA Infinite

### 1.1. DEFINITIONS

**Accidental Damage:** Any damage to an Insured Item, due to a sudden, unforeseen and external cause independent from the Insured Person's will, resulting in destruction, partial or complete, of the Insured Item.

**Aggravated Theft:** Theft of the Insured Item through Break In or with Aggression.

**Cosmetic Damage:** Superficial damage caused to external parts of the Insured Item without harming the proper working or functioning of the Insured Item.

### 1.2. INSURED PERSON

Each individual person, holder of a valid Card whose account is in euro, acting in his private life.

### 1.3. INSURED ITEM

Each tangible movable property with a minimum value of 50 € incl. VAT per item, bought new by the Insured Person during the Period of Insurance, and that was completely or partially paid with his Card, except for:

- Living animals, plants, food or drinks;
- New and used motorized vehicles;
- Cash, traveller checks, bonds, stocks, shares and any security or negotiable instrument;
- Transportation tickets;
- Entrance tickets or passes for all kinds of events, such as but not limited to music concerts, festivals, exhibitions, sports events, etc.;
- Jewellery or gems, art work, goldsmithery, silverware;
- Items used in a professional or industrial context;
- Items purchased for resale;
- Counterfeit items;
- Mobile phones.

### 1.4. BENEFIT

Object of cover: The Insurer shall reimburse the Insured within the bounds of coverage:

- In case of Aggravated Theft of the Insured Item: for the purchase price of the stolen Insured Item.
- In case of Accidental Damage of the Insured Item: for the repair costs of this Insured Item or, if such costs exceed its purchase price or when it cannot be repaired, the purchase price of this Insured Item.

Duration of coverage: The coverage is acquired to the extent that the Aggravated Theft or Accidental Damage occurs within 90 days from the day of purchase or from the day of delivery of the Insured Item.

Pairs and Sets: When the Insured Item is a part of a pair or a set and after the occurrence of damage, it appears that the individual item is irreplaceable or irreparable, the coverage will be applicable to the entire pair or set.

## 1.5. INSURED AMOUNTS (maximum amounts)

<b>VISA Classic</b>	Maximum 1.000 EUR per Insured Person, claim and per period of 12 consecutive months
<b>VISA Premier</b>	Maximum 2.000 EUR per Insured Person, per claim and 3.000 per period of 12 consecutive months
<b>VISA Infinite</b>	Maximum 5.000 EUR per Insured Person, per claim and 10.000 per period of 12 consecutive months

The Aggravated Theft or the Accidental Damage of a whole of different Insured Items will be considered as one and the same damage. Threshold: The guarantee shall only apply for the Insured Item of the minimum purchase value of 50 EUR incl. VAT per Insured Item.

## 1.6. EXCLUSIONS

Are excluded from coverage:

- Damage deliberately caused to the Insured Item by the Insured Person, his/her Spouse, or his/her descendants or ascendants;
- Cosmetic Damage or deterioration;
- Any hidden defects or defects of fabrication of the Insured Item;
- Damage due to the non-fulfilment of the instructions or recommendations of the manufacturer or distributor concerning the use of the Insured Items;
- Damage caused by nuclear reaction or radiation;
- Damage caused by war, civil commotion, insurrection, rebellion, revolution or terrorism;
- Damage caused to the Insured Items during transportation;
- Damage caused to clothing or material through cleaning or alteration;
- Disappearance or mere loss of the Insured Item;
- Theft other than Aggravated Theft;
- Theft of or damage caused to motorized vehicles, including but not limited to lights, tyres, radio-CD.

## 1.7. WHAT TO DO IN CASE OF A CLAIM

The Insured Person has to:

- in case of Aggravated Theft: lodge a complaint with the police within 48 hours;
- in all cases: declare the Claim to the Insurer by sending him the filled in and signed claims notification form as soon as possible and at latest 20 calendar days following the date of the insured Loss. The claims notification form can be found on the website [www.banquedeluxembourg.lu](http://www.banquedeluxembourg.lu) or requested from the bank by contacting his commercial counsellor. The claims notification has to include all the proof of loss documents listed hereunder.

Proof of Loss:

In each case, the Insured Person has to provide the Insurer with:

- credit Card statement justifying the payment of the Insured Item with the Card,
- each piece of evidence that can identify the Insured Item as well as the purchase price and date, such as invoice, receipt.

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

- police report;
- each proof of the Loss, being:
- in case of Theft with Aggression: 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 Person also has to send the following documents to the Insurer:

- 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 Item is irreparable.

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

## 1.8. TERRITORIAL SCOPE OF COVER

Worldwide.

## 2. SAFE ONLINE

**This cover applies for the following Cards:**

VISA Classic, VISA Premier, VISA Infinite

## 2.1. DEFINITIONS

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

**Non Delivery:** the Insured Item has not been delivered within 30 calendar days following the debit of the Insured Person's Account stated on the Card statement.

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

**Seller:** Merchant selling the Insured Item via Internet, domiciled in the European Union or in the United States. The website must mention the registered address of the Seller.

## 2.2. INSURED PERSON

Each individual person, holder of a valid Card whose account is in euro, acting in his private life.

## 2.3. INSURED ITEM

All tangible movable items with a minimum purchase value of 50 EUR per item, including VAT and excluding transportation costs, purchased new by the Insured Person from a Seller during the Period of Insurance, fully paid with the Card and delivered to the Insured Person by mail – providing a tracking of the sent item - or private transportation.

Are not considered an Insured Item:

- Living animals, plants, food or drinks;
- New and used motorized vehicles;
- Cash, traveller checks, bonds, stocks, shares and any security or negotiable instrument;
- Transportation tickets;
- Entrance tickets or passes for all kinds of events, such as but not limited to music concerts, festivals, exhibitions, sports events, etc.;
- Jewellery;

- Numerical data displayed or downloaded on the internet (MP3, files, photos, software etc.);
- Online performance of services;
- Items used in a professional or industrial context;
- Items purchased for resale;
- Items purchased on auction websites;
- Items purchased on the Internet from a website that does not mention the address, the company registration number with the trade registry or equivalent identification number of the Seller;
- Counterfeit items;
- Items paid with a PayPal account.

A pair or a set will be considered as one single item.

Costume jewellery (not containing precious metals and/or precious stones) of maximum 500 EUR per item is not excluded from the coverage.

## 2.4. BENEFIT

In case of Non Delivery or Non Compliance of the Insured Item, the Insured Person will benefit from the cover as described here below if the transaction corresponding to this purchase appears on the Card statement.

The indemnity is payable by the Insurer if no amicable satisfactory solution was found with the Seller within 90 calendar days following the payment of the Insured Item.

The indemnity will be limited to the Insured Amount under the clause 1.5.

In case of Non Delivery, the Insurer will reimburse to the Insured Person the purchase price of the Insured Item, including VAT and excluding delivery costs, limited to the amount effectively paid to the Seller with the Card.

In case of Non Compliance:

- If the Insured Person sends the Insured Item back to the Seller, the Insurer will refund:
  - The costs of returning the Insured Item to the Seller if these are not picked up by the Seller, and
  - The purchase value of the Insured Item (delivery costs not included), if the Insured Person receives no refund nor replacement item from the Seller.
- If the Seller does not accept the return of the Insured Item, the Insurer will refund the purchase value of the Insured Item (delivery costs not included). The Insurer may request the Insured Item to be sent to him and will refund the sending costs.

The purchase value of the Insured Item, including VAT, is limited to the amount effectively paid to the Seller with a Card.

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

## 2.5. INSURED AMOUNTS (maximum amounts)

VISA Classic	Maximum 1.000 EUR per Insured Person and per claim and 2.000 per period of 12 consecutive months
VISA Premier	Maximum 1.500 EUR per Insured Person and per claim and 3.000 per period of 12 consecutive months
VISA Infinite	Maximum 2.000 EUR per Insured Person and per claim and 4.000 per period of 12 consecutive months

## 2.6. EXCLUSIONS

Are excluded from the coverage:

- Damage caused to the Insured Item by the Insured Person, his/her Spouse, or his/her descendants or ascendants;
- Non delivery of the Insured Item as a result from a strike of the suppliers or carriers, lockout or sabotage committed in the context of a coordinated strike, lockout or sabotage.
- Damage caused by war, civil commotion, insurrection, rebellion, revolution or terrorism or Acts of God;
- Damage caused by nuclear reaction or radiation;
- Any hidden defects or defects of fabrication of the Insured Item;
- Damage resulting from fraudulent use of the Card.

## 2.7. WHAT TO DO IN CASE OF CLAIM

The Insured Person has to declare the Claim to the Insurer by sending him the filled in and signed claims notification form as soon as possible and at latest 20 calendar days following the date of the insured Loss. The claims notification form can be found on the website [www.banquedeluxembourg.lu](http://www.banquedeluxembourg.lu) or requested from the bank by contacting his commercial counsellor. The claims notification has to include all the proof of loss documents listed hereunder.

- In case of Non Compliant Delivery, the Insured Person 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 Person 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 or after any delay specified by the Seller to the Insured Person. Following the reception of the claims notification, the Insurer shall intervene, on the Insured Person's behalf, directly with the Seller or the transporter aiming at finding an amicable solution.

Proof of Loss:

The Insured Person has to provide the Insurer with:

- completed and signed claims notification form;
- proof of the payment of the Insured Item with the Card;
- the receipt of the purchase order or email sent by the Seller confirming the order and the receipt of the payment;
- copy of written correspondence with the Seller following the Non Delivery or the Non Compliant Delivery;
- in case of Non Delivery: a declaration of the Insured Person certifying the Non Delivery of the purchased Insured Item;
- in case of Non Compliant Delivery:
  - a document confirming the delivery date;
  - in case the item is sent back to the Seller: the receipt justifying the freight charges.

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

## 2.8. TERRITORIAL SCOPE OF COVER

This coverage will only cover Insured Items:

- that are purchased via internet from Sellers domiciled in the USA or in the European Union; and
- that are delivered in the principal country of residence of the Cardholder.

### 3. EXTENDED WARRANTY

This cover applies for the following Cards: VISA Premier, VISA Infinite

#### 3.1. DEFINITIONS

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

**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.

**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.

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

**Product Excluded from this Cover:** Product named in the Exclusions (Part 3.6. Exclusions) of these Terms and Conditions.

**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.

#### 3.2. INSURED PERSON

Each individual person, holder of a valid Card whose account is in euro, acting in his private life.

#### 3.3. INSURED ITEM

New domestic electrical appliances (white goods), and/or consumer electronics for private use (brown goods) and/or communication and computing items for private use (grey goods), (i) purchased by the Insured Person in 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 EUR (including VAT, excluding delivery costs).

The three above-mentioned conditions are cumulative.

#### 3.4. BENEFIT

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 3.6. Exclusions.

The Insurer shall refund the Repair Costs up to up to the amounts specified in Article 3.5 following, and per period of 12 consecutive months, during 24 calendar months as from the date of expiration of the Original Manufacturer Warranty.

### 3.5. INSURED AMOUNTS (maximum amounts)

VISA Classic	No cover
VISA Premier	Maximum 3.000 EUR per Insured Person and per claim and 5.000 per period of 12 consecutive months
VISA Infinite	Maximum 4.000 EUR per Insured Person and per claim and 6.000 per period of 12 consecutive months

The Insured Person cannot receive an amount exceeding the purchase price of the Insured Item mentioned on the Card statement.

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.

### 3.6. EXCLUSIONS

The following is not covered under this coverage:

- 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 consequence of transportation, delivery or installation of the Insured Item
- The breakdown resulting from the 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)
- 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 non-compliance 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 or the written proposal 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;
- the loss of, loss of use of, damage to, corruption of, inability to access or manipulate any IT system or electronic data in the rental vehicle following any unauthorised access or use of this system or data, a denial-of-service attack or the receipt or dissemination of malware. IT system refers to any electronic equipment or software, or its components, which are used to store, process, access, transmit or receive information.

Electronic data refers to any data stored on an IT system.

### 3.7. WHAT TO DO IN CASE OF CLAIM

- The Insured Person 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 Person has to declare the Claim to the Insurer by sending him the filled in and signed claims notification form as soon as possible and at latest 20 calendar days following the date of the insured Loss. The claims notification form can be found on the website [www.banquedeluxembourg.lu](http://www.banquedeluxembourg.lu) or requested from the bank by contacting his commercial counsellor. The claims notification has to include all the proof of loss documents listed hereunder.
- Prior to proceeding with any repair services, the Insured Person shall notify American Express and obtain their approval.
- The payment made in good faith discharges the Insurer to the extent of the claim.

Proof of Loss:

The Insured Person has to provide the Insurer with:

- Original or copy of the purchase invoice mentioning the manufacturer's serial number;
- A document proving the purchase of the Insured Item and mentioning the manufacturer's serial number if it's not mentioned on the purchase invoice;

- Copy of the Card statement proving the purchase of the Insured Item with the Card;
- Detailed repair invoice mentioning:
  - Name, address and signature of the Insured Person,
  - Date of breakdown,
  - Brand, type and model of the Insured Item,
  - Description of the breakdown,
  - Description of the performed work,
  - Estimate of the Repair Agent (bearing the official stamp of the Repair Agent) with the details of provisions, expenses and labour costs.
- Copy of the Original Manufacturer Warranty.

### 3.8. TERRITORIAL SCOPE OF COVER

Luxembourg, Belgium, Germany and France.

## 4. ATM MUGGING

**This cover applies for the following Cards:** VISA Premier, VISA Infinite.

### 4.1. INSURED PERSON

Each individual person, holder of a valid Card whose account is in euro, acting in his private life.

### 4.2. BENEFIT

Purpose of the coverage is to reimburse the Cardholder in case of an Aggravated Theft of cash withdrawn with his Card from an ATM (Automated Teller Machine), provided the Aggravated Theft was committed within 4 hours after the cash withdrawal.

### 4.3. INSURED AMOUNTS (maximum amounts)

<b>VISA Classic</b>	No cover
<b>VISA Premier</b>	Maximum 500 EUR per Insured Person and per claim and per period of 12 consecutive months
<b>VISA Infinite</b>	Maximum 500 EUR per Insured Person and per claim and per period of 12 consecutive months

### 4.4. EXCLUSIONS

The following is not covered under this coverage:

- Any cash withdrawn by an ATM with another card than his Card;
- Any theft that occurred later than 6 hours after the cash withdrawal from an ATM;
- Any theft by trickery committed to the Insured Person with the purpose to withdraw cash and convey it to a Third Party;
- Any theft from an ATM having been modified or manipulation to that effect;
- Damages caused intentionally or fraudulently by the Insured Person or one of his close relatives (spouse, common-law partner, ascendant or descendant);
- Damages caused by War or Civil War;
- Damages caused by embargo, confiscation, seizure or destruction ordered by a government or a public authority;
- Damages caused by nuclear reaction or ionising radiation;
- Cash withdrawals made with a counterfeit card.



#### 4.5. WHAT TO DO IN CASE OF CLAIM

As soon as the theft occurs, the Insured Person shall:

- file a complaint with the Police Authorities within 24 hours maximum;
- notify the Claim to the Insurer by sending him the filled in and signed claims notification form as soon as possible and at latest 20 calendar days following the date of the insured Loss. The claims notification form can be found on the website [www.banquedeluxembourg.lu](http://www.banquedeluxembourg.lu) or requested from the bank by contacting his commercial counsellor. The claims notification has to include all the proof of loss documents listed hereunder.

Proof of Loss:

In each case, the Insured Person has to provide the Insurer with:

- Police report;
- Copy of the bank statement showing the date and amount withdrawn;
- Any proof (cash withdrawal receipt or any other document) stating the date, the time, the location and the amount of cash withdrawn;
- Copy of the medical certificate or a witness testimony precising the circumstances of the assault, dated and signed or any other evidence of the theft.

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

#### 4.6. TERRITORIAL SCOPE OF COVER

Worldwide.

### 5. TRAVEL INSURANCE

#### 5.1. DEFINITIONS

**Bodily Injury:** Any physical impairment suffered by a person.

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

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

**Material Damage:** Any alteration, deterioration, accidental loss, and/or destruction of an object or substance, including any physical assault inflicted on an animal.

**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.

**Rental Vehicle:** Any motor vehicle with at least 4 wheels (including motor homes, trucks) used for the private transport of persons or goods, for a maximum period of 60 days. Long-term leasing or rental vehicles are not covered.

#### 5.2. INSURED PERSON

- Each individual person, holder of a valid Card whose account is in euro, acting in his private life.
- Members of the Family of the Policyholder living under the same roof, when travelling with him or separately.

#### 5.3. TRIP CANCELLATION / CURTAILMENT

##### 5.3.1. Benefits (maximum amounts)

<b>VISA Classic</b>	No cover
<b>VISA Premier</b>	Maximum 10.000 EUR per Insured Trip, per Family, per Card and per period of 12 consecutive months
<b>VISA Infinite</b>	Maximum 15.000 EUR per Insured Trip, per Family, per Card and maximum 30.000 EUR per period of 12 consecutive months

On condition that 100% of the payment for the Insured Trip was made using the Card, the Insurer shall reimburse the non-recoverable amounts for which the Insured Person is legally responsible in case of cancellation, modification or interruption of an Insured Trip up to the amounts specified above, under the following conditions:

- In case of cancellation or modification of the Insured Trip, the Insurer shall reimburse the non-recoverable amounts for which the Insured Person is legally responsible according to terms and conditions of travel contract. However, if modification or cancellation occurs more than 60 days before the date of departure, the indemnity would be limited up to the sum of 500 EUR per trip, unless the reasons for cancellation or modification of Insured Trip remain valid after this 60-day period.
- In case of interruption of the Insured Trip, the Insurer shall reimburse the portion of the services not used, calculated on a pro rata temporis basis.

##### 5.3.2. Conditions

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

- Sickness, Accident or the death of the Insured Person, 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 Person 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 Person.
- Major Property Damage.
- Theft with Aggression or Theft through Break In of the Travel Documents.

##### 5.3.3. 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 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.

##### 5.3.4. 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 Person's usual country of residence.

### 5.3.5. 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 Person or persons provided for in the context of the cover:

- travels booked or done for working purposes;
- 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 Person 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 Person 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 Person to the Tour Operator or the travel agency.

## 5.4. LUGGAGE DELAY

### 5.4.1. Benefit (maximum amounts)

#### 5.4.1.1. Benefit after +4 hours of luggage delay

<b>VISA Classic</b>	No cover
<b>VISA Premier</b>	Maximum 250 EUR per Insured Trip
<b>VISA Infinite</b>	Maximum 500 EUR per Insured Trip

On condition that 100% of the costs of the Insured Trip were paid with the Card, the Insurer shall reimburse up to the amounts specified above per trip, and after the presentation of proof documents, for the urgent essential replacement purchases made by the Insured Person whose luggage has been lost or delayed during an Insured Trip, provided that the registered luggage, entrusted to the transporter in the scope of the transportation contract, is delivered to the Insured Person with more than 4 hours delay following the arrival of the Insured Person to an airport or terminal Abroad.

#### 5.4.1.2. Benefit after +48 hours of luggage delay

<b>VISA Classic</b>	No cover
<b>VISA Premier</b>	Maximum 750 EUR per Insured Trip
<b>VISA Infinite</b>	Maximum 1.500 EUR per Insured Trip

If the registered luggage is not delivered to the Insured Person within 48 hours following the arrival of the Insured Person to an airport or terminal Abroad, the luggage will be considered as definitely lost and the Insurer will refund the Insured Person up to the amounts specified above, on top of the above-mentioned amount in article 5.4.1.1. for the urgent essential replacement purchases.

### 5.4.2. Conditions

To benefit from this cover, the Insured Person must declare the delay with the transporter and provide the Property Irregularity Report to the Insurer.

The maximum insured amounts cover the reasonable expenses incurred by the Insured Person for the urgent essential replacement purchases, up to the maximum amount mentioned in point 5.4.1.

The expenses must be made at the destination and prior to the restitution of the luggage to the Insured Person, within maximum 4 days following the arrival.

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 Person. The coverage does not allow the payment of a lump sum indemnity.

The benefit covers the inconvenience related to the luggage delay and does not cover the contents of the delayed luggage.

### 5.4.3. Exclusions

- War, civil war;
- confiscation, seizure, requisition or destruction of the Luggage at the instruction of an administrative authority;
- intentional act;
- strikes announced prior to the departure on the Insured Trip;
- luggage delayed on the inward or on the last leg of home-bound travel of the Insured Person;
- failure to obtain and provide the Property Irregularity Report to the Insurer;
- luggage delayed on a Trip between the place of work and the place of residence of the Insured Person.

## 5.5. FLIGHT DELAY / MISSED CONNECTION

### 5.5.1. Benefit (maximum amounts)

<b>VISA Classic</b>	No cover
<b>VISA Premier</b>	Maximum 500 EUR per Insured Trip
<b>VISA Infinite</b>	Maximum 1.000 EUR per Insured Trip

On condition that 100% of the costs of the Insured Trip were paid with the Card, the Insurer shall reimburse up to the amounts specified above (regardless the number of travellers) the expenses made by the Insured Person for meals, refreshments, accommodation expenses, transfer from and to the airport or the terminal, provided that the delay exceeds 4 hours from the time of initial departure indicated on the travel documents.

### 5.5.2. Conditions

The cover is granted under the following circumstances:

- delay or cancellation of the booked and confirmed regular flight;
- involuntary denial of boarding due to overbooking on the booked and confirmed regular flight;
- late arrival of the connecting regular flight causing the Insured Person to miss his/her onward connecting regular flight;
- only the regular flights of Airlines whose timetable is published are subject to this cover.

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 Person.

### 5.5.3. Exclusions

- The delays of the non-regular flights (including "charter flights"),
- No refund will be due for the delay of less than 4 hours from the time of initial departure or arrival (in the case of a connection flight) of the scheduled flight booked in advance,
- No refund will be due for the delay resulting from a strike or war,
- No refunds will be payable in case of temporary or permanent withdrawal of an airplane ordered by
- the airport authorities, or
- the authorities of civil aviation, or
- a similar body

and which has been announced prior to the departure date of the trip,

- No refund will be due if comparable alternative transport has been made available by the transporter within 4 hours after scheduled departure time (or actual connecting flight arrival) of a pre-booked and confirmed regular flight.
- No refund will be due for a Trip between the place of work and the place of residence of the Insured Person.

## 5.6. TICKET UPGRADE

### 5.6.1. Benefits (maximum amounts)

<b>VISA Classic</b>	No cover
<b>VISA Premier</b>	Maximum 500 EUR per Insured Trip
<b>VISA Infinite</b>	Maximum 500 EUR per Insured Trip

On condition that 100% of the costs of the Insured Trip were paid with the Card, the Insurer undertakes to pay all extra costs incurred by the Insured Person as the result of upgrading a travel ticket (single or return trip) to a similar or higher class of comfort, with a maximum of the amounts specified above per trip (regardless the number of travellers).

### 5.6.2. Conditions

This cover applies in the following cases

- if departure from any point of departure for a confirmed flight or specific and regular high speed train connection is delayed by 4 hours or more or is cancelled, and if the carrier fails to offer to the Insured Person any other means of transport within 4 hours of the time of departure scheduled for the flight or high speed train connection in question;
- if the Insured Person is not allowed to board a confirmed flight or specific and regular high speed trains connection as the result of overbooking and if the carrier fails to offer to the Insured Person any other means of transport within 4 hours of the time of departure scheduled for the flight or high speed train connection;

- if the Insured Person misses his/her next journey at the transfer point as the result of the late arrival of a flight or of a specific and regular high speed train connection, and if the carrier fails to offer to the Insured Person any other means of transport within 4 hours of the actual time of arrival of the first flight or high speed train connection.

This cover will only come into effect if the ticket upgrade is paid with the Card.

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 Person, with a maximum of the amounts specified above per trip (regardless the number of travellers).

### 5.6.3. Exclusions

The benefit does not apply if the Insured Person has refused the alternative means of transport provided by the carrier within 4 hours following the original departure time of the regular flight or connection with a regular and fixed high speed train.

## 5.7. TRAVEL ACCIDENT

### 5.7.1. Benefits

1. The purpose of this policy is to ensure that the Insured Persons who travel by one of the means of public transport hereinafter indicated: aircraft, train, boat or bus, departing from the country of their usual place of residence, benefit from the covers and amounts indicated in clauses 5.7.2. and 5.7.3 of these Special Conditions in the context of the application of these General Conditions, provided that 30% of the costs of the tickets have been paid, before departing on the trip, with a Card.

2. Coverage is also acquired for up to 6 month during the Insured Trip, if death or the Permanent PPD (Permanent Partial Disability) will occur by the very fact of using either a means of transport referred to in paragraph 1, or a rental vehicle or a taxi, of which the cost has been paid in full with a Card (the mere filing of the Card as security for a rental vehicle is not sufficient).

If only a fraction of at least 30% of the invoice for the rental of a rental vehicle was paid for with the Card at the time of hiring, the insured amount will be multiplied by this fraction.

Risks Covered: In case of an Accident occurring whilst resorting to one of the aforementioned means of public transport, Insured Persons are covered in case of death or of permanent PPD (permanent partial disability), provided that the degree of such disability represents at least 25%, calculated in accordance with the Belgian Official Disability Scale (BOBI) in force on the day of the Accident.

### 5.7.2. Conditions

#### 1. Death as the Result of an Accident

If the Insured Person dies within 90 days of the Accident included in the cover solely from the after-effects of the aforesaid Accident, the day of the accident being the first day, the sum specified in the Special Conditions in clause 5.7.3. will be paid to the beneficiaries.

If after a period of at least six months has elapsed as from the Accident and after checking all the evidence and supporting documentation available, the Insurer has every reason to suppose that it is dealing with an injury which is included in the cover, the disappearance of the Insured Person will then be regarded as an event likely to trigger the covers of this policy.

If following payment the Insured Person is found to still be alive, the beneficiary (-ies) will reimburse the Insurer with all the sums paid by the latter in the context of the payment of the benefit.

The benefits due in case of death and of permanent disability may not be accumulated.

## 2. Permanent Disability as the Result of an Accident

Where the Insured Person is the victim of an Accident which is included in the cover, and it is medically established that some permanent disability remains, the Insurer pays the capital sum calculated on the basis of the amount fixed in the Special Conditions in article 5.7.3. "Insured Limits", multiplied by the degree of disability fixed in accordance with the Belgian Official Disability Scale (BOB) in force on the day of the Accident, without however exceeding a degree of disability of 100%. Where the degree of disability is equal to or exceeds 66%, the disability will be deemed to be total and indemnified at the rate of 100%.

The benefit due with respect to any injury affecting limbs or organs which are already disabled or which have lost functionality will be based only on the difference existing between the condition before and after the Accident. The evaluation of injuries to a limb or organ cannot be increased by the pre-existing disabled condition of another limb or organ.

In case the consequences of an Accident are made worse by disabilities, illnesses, causes or circumstances incidental to the accidental event, the benefit cannot be higher than the benefit which would have been due had the Accident affected a healthy body.

The benefit is awarded based on the conclusions of the Physician appointed by the Insurer or on the medical certificates submitted where no Physician has been appointed.

If stabilisation has not yet taken place 12 months after the Accident, the Insurer may, at the request of the Insured Person, pay a provision equal at most to half of the minimum benefit which is likely to be awarded to the latter on the day of such stabilisation.

The benefits due in case of death and of permanent disability may not be accumulated.

## 3. Repatriation of the body following an Accidental death

The Assistance Centre organizes the repatriation of the mortal remains of the Insured Person

to his country of residence, and the Insurer takes charge of the costs relating to the repatriation of the mortal remains; this includes post mortem examinations, embalming and the custom fees necessitated for the repatriation.

## 4. Search and rescue costs

The Insurer shall meet the justified costs of search and/or rescue, up to the limit of the sum specified in the special conditions, if the Insured Person is immobilised as the result of Bodily Injury.

Age Limit: The Insured Person may be no more than 70 years of age upon conclusion of the policy.

The cover shall terminate as of right on the first anniversary date following the day on which the Insured Person reaches 75 years of age.

Beneficiaries in the Case of Death: The Insured Person may designate another beneficiary by writing to the Insurer. In case of the death of the Insured Person, the beneficiaries shall be as follows:

- designated beneficiary, failing this;
- any spouse who is not judicially separated from the Insured Person, failing this;
- Partner of the Insured Person, failing this;
- children of the Insured Person, failing this;
- grand children of the Insured Person, failing this;
- parents of the Insured Person, failing this;
- brothers and sisters of the Insured Person, failing this;
- rightful claimants of the Insured Person, except the State.

Creditors, including the tax authorities, may not claim entitlement to benefit.

Flight Risk: The insurance extends to include the use as passenger of any aircraft or helicopter duly authorised for the transport of per-

sons, provided that the Insured Person is not one of the crew and that he does not carry out during the flight any professional or other activity relating to the actual plane or flight.

## 5.7.3. Insured limits

VISA Classic	
Accidental Death	100.000 EUR
Permanent invalidity following an Accident	100.000 EUR
Body repatriation following Accidental Death	25.000 EUR
Search and rescue costs	5.000 EUR
Maximum indemnity per Insured Person	130.000 EUR

VISA Premier	
Accidental Death	250.000 EUR
Permanent invalidity following an Accident	250.000 EUR
Body repatriation following Accidental Death	25.000 EUR
Search and rescue costs	5.000 EUR
Maximum indemnity per Insured Person	280.000 EUR

VISA Infinite	
Accidental Death	250.000 EUR
Permanent invalidity following an Accident	250.000 EUR
Body repatriation following Accidental Death	25.000 EUR
Search and rescue costs	5.000 EUR
Maximum indemnity per Insured Person	280.000 EUR

Under no circumstance will the Insurer pay a higher sum per accident and per Insured Person than that stated in the above specified "Benefit Tables", whatever the number of Cards used.

The benefits are determined based on the medical and factual data available to the Insurer. The Insured Person and/or the beneficiary (-ies) have the right to accept the amount of the benefit or object to it. In the latter case, he/they must inform the Insurer of his/their objections by means of registered letter sent within 90 calendar days of receipt of the advice.

All benefits are payable without interest following acceptance by the Insured Person and/or the beneficiary (-ies). In case of refusal by the Insurer, any claim to benefit shall lapse three years after communication of such refusal.

## 5.7.4. Exclusions

The covers shall not apply in the following cases:

- War, Civil war. However, the Insured Person shall continue to benefit from coverage for 14 calendar days as from the start of hostilities whenever he is surprised by such events whilst Abroad and provided that he does not actively participate in the same.
- intentional act and/or incitement and/or obviously reckless act, unless this is a deliberate attempt to rescue persons and/or animals and/or goods;
- intoxication of all kinds;
- suicide or attempted suicide;
- nuclear reactions and/or radioactivity and/or ionising radiation, except where incurred during medical treatment which is necessary as the result of an injury included in the cover;
- sport, including training, practised professionally and/or against payment, as well as the following sports practised as an unpaid amateur: aerial sports, except ballooning;

- mountaineering, rock-climbing, hiking away from well-used and/or officially marked paths.
- big game hunting;
- ski jumping, downhill skiing and/or snowboarding and/or cross-country skiing, all practised away from well-used and/or officially marked slopes;
- caving, rafting, canyoning, bungee jumping, deep sea diving;
- martial arts;
- competition with motorised vehicles, with the exception of tourist rallies where no time and/or speed standard is imposed;
- participation in and/or training and/or preparatory trials for speed competitions;
- bets and/or dares - fighting and/or tussling, except in legal self-defence (a report from the authorities will serve as proof);
- disorder and measures taken to combat it, unless the Insured Person and/or the beneficiary proves/prove that the Insured Person did not actively take part.

## 5.8. WHAT TO DO IN CASE OF A CLAIM

The Insured Person needs to notify the claim to the Insurer by sending the filled in and signed claims notification form as soon as possible and no later than 20 calendar days following the date of the Loss.

The claims notification form can be found at [www.banquedeluxembourg.lu](http://www.banquedeluxembourg.lu) or requested by contacting the bank's commercial counsellor. The claims notification form has to include all the proof of loss documents listed hereunder.

In all cases, the Insured Person has to provide the Insurer with:

- the filled in and signed claims notification form indicating the time and place of the events;
- the proof that the payment of the Insured Trip was made with the Card.

The Insured Person or his beneficiary must also provide the Insurer with the following documents:

### For the coverage Trip cancellation/curtailment

#### in case of a travel cancellation:

- confirmation of the trip reservation;
- proof of the cancellation.

#### in case of travel curtailment:

- confirmation of the trip reservation;
- declaration of the travel agency confirming the number of non-used days.

#### in case of Death:

- death certificate.

#### in case of Illness:

- medical certificate.

#### in case of Major Property Damage:

- document certifying the events from local authorities (police report, firemen declaration, etc).

#### in case of Theft of the Identity Documents by assault or fallow damage:

- a copy of the police report and the number of the official report.

#### For the coverage Luggage delay:

- Property Irregularity Report;
- original of receipts/tickets;
- detail of the indemnity paid by the carrier if applicable.

#### For the coverage a Flight delay / Missed connection:

- certificate from the carrier,

- original of receipts/tickets,
- detail of the indemnity paid by the carrier if applicable.

#### For the coverage Ticket upgrade:

- certificate from the carrier,
- confirmation of the reservation,
- proof that the additional travel costs were paid with the Card.

#### For the coverage Travel Accident:

- a) The Policyholder and/or the Insured Person must notify the Insurer as soon as possible of the occurrence of the claim by means of the documents made available to them. The Insurer must be informed immediately of any fatal Accident.
- b) The Insured Person must provide the Insurer without delay with all useful information and meet the requests which are made to him, this with a view to determining the circumstances of the claim and ascertaining the scope of the same.
- c) The Insured Person must take all reasonable measures to prevent and to lessen the impact of the circumstances of the Loss.

If the Insured Person fails to meet one of the obligations cited under sub-paragraphs a) b) & c), and if this proves to be to the detriment of the Insurer, the latter shall be entitled to claim a reduction in the benefit payable by it, and this up to the limit of the detriment suffered by it.

The Insurer may refuse to provide cover if the Insured Person has, with fraudulent intent, failed to meet the obligations set out under sub-paragraphs a) b) & c).

The Insurer reserves its right to request any other document or piece of information necessary to investigate the Loss and evaluate the amount of refund.

## 5.9. TERRITORIAL SCOPE OF COVER:

Worldwide, with the exception of the 100 kilometres radius from the place of domiciliation or permanent residence of the Insured Person.

For the Luggage Delay cover:

- Abroad
- In the country of domiciliation and/or permanent residence of the Insured Person, if the distance is greater than 100 kilometres from the place of domiciliation or permanent residence of the Insured Person and provided that at least two nights have been booked in advance.

## 6. COLLISION DAMAGE WAIVER

**This cover applies for the following Cards: VISA Premier, VISA Infinite**

### 6.1. DEFINITIONS

**Damage:** sudden event during the duration of the Rental Contract of which the cause or one of the causes is beyond the control of the Insured Person and causes material damage to the Rental Vehicle of the Insured Person.

**Excess:** part of the Damage for which the Insured Person remains financially responsible in the Rental Contract in case of the fulfilment of the risk and following the terms and conditions of the Rental Contract, if the Insured Person declined the Rental Company insurance policy.

**Geographical Scope:** The cover is applicable worldwide, with the exception of the 100 kilometre radius from the place of domicile or usual residence of the Insured Person.

The cover also applies from the place of residence of the Insured Person if travel insurance has been taken out for a journey in a rental vehicle of over 100 kilometres from the place of residence provided that a reservation has been made in advance.

**Irredeemable Excess:** irreducible excess established in the Rental Contract when the Insured Person has accepted or been obliged to accept the Rental Company's insurance.

**Rental Company:** professional company or agency fully licensed with the regulatory authority of the country, state or local authority to rent vehicles where the Rental Vehicle is collected.

**Rental Contract:** contract of hire between the Rental Company and the Insured Person.

**Rental Trip:** hire of a Rental Vehicle where the entire cost of the Rental Contract has been paid with the Card and the period of hire shown in the Rental Contract is 30 consecutive days or less.

**Rental Vehicle:** the vehicle dedicated for tourist and semi-business use, sports utility vehicle (SUV) with the maximum mass allowable (MMA) below 3,5 tonnes, rented under a Rental Contract on a daily or weekly basis from a Rental Company established or located within the Geographical Scope of this insurance and which is returned to the Rental Company within the Geographical Scope of this insurance.

## 6.2. INSURED PERSON

Each individual person, holder of a valid Card whose account is in euro, acting in his private life.

## 6.3. BENEFITS

If the Insured Person paid the hire of the Rental Vehicle for maximum 30 consecutive days with the Card, he would be covered under this policy in case of material Damage or theft of the Rental Vehicle.

In case of material Damage or theft of the Rental Vehicle, with or without an identified Third Party, liable or otherwise, the Insured Person is covered for the costs of repairing or reconditioning the Rental Vehicle to its original condition up to:

- a) the amount of the Excess provided for in the Rental Contract when the Insured Person has not accepted the Rental Company's insurance (higher amount), or
- b) the amount of the Irredeemable Excess provided for in the Rental Contract when the Insured Person has accepted the Rental Company's insurance (lower amount), and when the Rental Company covers damage to Rental Vehicles over and above this Excess by means of another contract.

The coverage is granted to the Insured Person and to the persons travelling together with him/her and driving the Rental Vehicle provided that their name is mentioned in the Rental Contract beforehand.

Conditions

Cover is subject to the Insured Person:

- meeting the terms and conditions imposed by the Rental Company as well as the local laws and jurisdictions;
- driving the Rental Vehicle in accordance with the clauses of the Rental Contract;
- hiring the Rental Vehicle from a Rental Company with the Rental Contract written in due form;
- the names of other persons driving the Rental Vehicle must be legibly mentioned in the Rental Contract;
- communicating the Card number which is duly recorded, together with the date, in writing or by computerized means by the Rental Company;
- paying the rental costs in total with the Card.

Termination of the Coverage

The coverage will end when the Insured Person returns the Rental Vehicle, the keys and the documents of the Rental Vehicle at the end of the rental period that cannot exceed 30 days.

## 6.4. INSURED AMOUNTS (maximum amounts)

<b>VISA Classic</b>	No cover
<b>VISA Premier</b>	Maximum 10.000 EUR per claim, only for private travel
<b>VISA Infinite</b>	Maximum 50.000 EUR per claim, only for private travel

The coverage is limited to a maximum of the amounts specified above.

## 6.5. EXCLUSIONS

Cover is excluded for any claims resulting from:

1. risk of war and related risks;
2. accidents caused or intentionally provoked by the Insured Person or any other beneficiary of this coverage;
3. any fraudulent, dishonest or criminal act committed by the Insured Person or anyone which they are in collusion, or insurance effected in circumstances where a claim might reasonably be anticipated;
4. reckless life threatening acts committed by the Insured Person unless they are aimed at saving himself, other people, animals or property or if they are committed in legitimate self-defence;
5. operation of the Rental Vehicle in violation of the terms of the Rental Contract;
6. driving by persons who do not have a valid driving license;
7. the rental of vehicles (such as luxury or sports cars) with a retail purchase price higher than 50.000 EUR (VISA Premier) or 75.000 EUR (VISA Infinite), or local currency equivalent;
8. vehicles which are over 20 years old or are of a type which have not been manufactured for 10 years or more at the time of the rental;
9. the rental of all makes and models of limousine;
10. the rental of vehicles not licensed for road use including but not limited to motorbikes, off-road vehicles, and recreational vehicles;
11. the rental of vehicles of more than 3.5 tonnes total permissible unloaded weight or vehicles of more than 8 cubic meters load volume;
12. the rental of trailers, caravans, trucks, motorcycles, mopeds, scooters, and motor homes;
13. use of the Rental Vehicle in, or training for, racing competitions, trials, rallies or speed testing;
14. self-inflicted injury or illness, alcoholism or the use of drugs (other than drugs taken in accordance with treatment prescribed and directed by a certified medical doctor, but not for the treatment of drug addiction) or self exposure to needless peril (except in an attempt to save human life);
15. accidents caused by the ionizing radiation other than irradiation for medical reasons;
16. the amount of indemnity the Insured Person is entitled to claim from any other insurance whether or not the insurer refuses the claim or fails to settle for any reason whatsoever;
17. damage to the Rental Vehicle's contents (including but not limited to burns caused by smokers or animals owned by the Insured Person or in their charge);
18. operation of the Rental Vehicle by any person other than authorized drivers specified in the Rental Contract;
19. fines, penalties, exemplary or punitive damages or any other type or kind of judgment or award which does not compensate the party benefiting from the award or judgment for any actual loss or damage sustained;
20. damage to tangible property transported by the Insured Person or while in Insured Person's care, custody or control;

21. bodily injury or damage to tangible property arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants;
22. wear and tear, gradual deterioration, insect or vermin, inherent vice or damage;
23. automobiles or other vehicles which are not a Rental Vehicle;
24. vehicles hired for a period of more than 30 consecutive days, irrespective of the date on which the incident giving rise to the claim took place;
25. simultaneous hire of more than one vehicle;
26. regular rental of utility vehicles for use in deliveries;
27. expenses not resulting from the repair or replacement of the vehicle (with the exception of any towing costs invoiced);
28. the loss of, loss of use of, damage to, corruption of, inability to access or manipulate any IT system or electronic data in the rental vehicle following any unauthorised access or use of this system or data, a denial-of-service attack or the receipt or dissemination of malware. IT system refers to any electronic equipment or software, or its components, which are used to store, process, access, transmit or receive information. Electronic data refers to any data stored on an IT system.

## 6.6. WHAT TO DO IN CASE OF A CLAIM

In case of claim, the Insured Person must:

- make a report to the local police authority where the claim occurred, within 48 hours following the incident (if necessary, eg in case of theft or accident);
- notify the claim to the Insurer by sending the filled in and signed claims notification form as soon as possible and no later than 20 calendar days following the date of the Loss.
- The claims notification form can be found at [www.banquedeluxembourg.lu](http://www.banquedeluxembourg.lu) or requested by contacting the bank's commercial counsellor. The claims notification form has to include all the proof of loss documents listed hereunder.

Proof of Loss:

The Insured Person has to provide the Insurer with:

- a copy of the report of the accident or police report mentioning the place, the date and the time exact of the incident.

## 6.7. TERRITORIAL SCOPE OF COVER

The cover is applicable worldwide, with the exception of the 100 kilometres radius from the place of domiciliation or permanent residence of the Insured Person.

The cover would also apply as from the place of domiciliation or permanent residence of the Insured Person for the trips with the Rental Vehicle if the distance is greater than 100 kilometres from the place of domiciliation or permanent residence of the Insured Person provided that at least one night has been booked in advance. In such case the cover would also apply within the 100 kilometres radius.

## 7. TRAVEL ASSISTANCE

**This cover applies for the following Cards:** VISA Premier, VISA Infinite

### 7.1. DEFINITIONS

**Hospitalisation:** Stay in Hospital medically necessitated for the medical treatment of an Accident or Illness, taking into account the hospital accommodation costs.

**Medical Incident:** An Illness or bodily accident occurring to an Insured Person.

## 7.2. INSURED PERSON

- Each individual person, holder of a valid Card whose account is in euro, acting in his private life.
- Members of the Family of the Policyholder living under the same roof, when travelling with him or separately.

## 7.3. COVER

The Insurer guarantees, up to the amounts indicated, including taxes, an assistance service when the Insured Person is the victim of the events defined in the present contract.

## 7.4. ASSISTANCE CENTRE

The Insured Person shall immediately contact Assistance Centre - after medical first aid - and follow its instructions.

The Insurer will not be liable for failures, delays or obstacles in or to the assistance services provided by the Assistance Centre in the case of strikes, revolt, civil disorder, reprisals, restrictions on free traffic, sabotage, Terrorism, War, development of heat or radiation originating from nuclear fission, radioactivity, other unforeseen events, or force majeure.

## 7.5. CONDITIONS FOR GRANTING THE ASSISTANCE SERVICE

7.5.1. The Insurer shall take all necessary steps to assist the Insured Person during the defined events, whether private or professional. These events are covered during the period of validity of the contract, within the limits of the territorial scope of the contract and the guaranteed amounts, including taxes.

7.5.2. The choice of the most appropriate means of transport falls to the Insurer; if the distance to be travelled is less than 1.000 km, the preferred means of transport will be rail (1st class); if the distance to be travelled is greater than 1.000 km, the preferred means of transport will be by air (economy class), unless otherwise stipulated in the contract.

7.5.3. All services not requested at the time of the events, as well as all those refused by the Insured Person or organized without the agreement of the Insurer, shall not subsequently give rise to reimbursement or indemnity. The event must be notified to the Insurer as soon as it occurs and an attestation from the local authorities or the assistance organization must be sent to it. An exception is made to this rule for:

- search and rescue costs;
- medical expenses incurred Abroad not requiring hospitalization up to a maximum of two medical examinations per annum on production of a medical certificate.

7.5.4. The guarantee is limited to trips of a maximum of 90 consecutive calendar days. Events occurring after this period are not covered by the guarantee.

## 7.6. ASSISTANCE TO PERSONS ABROAD

Insured amounts for the medical expenses incurred Abroad and for the search and rescue costs:

<b>VISA Classic</b>	No cover
<b>VISA Premier</b>	Medical expenses: maximum 150.000 EUR per Insured Trip  Search and rescue costs: maximum 25.000 EUR per Loss
<b>VISA Infinite</b>	Medical expenses: maximum 300.000 EUR per Insured Trip  Search and rescue costs: maximum 25.000 EUR per Loss

### 7.6.1. Search and rescue costs

The Insurer reimburses search and rescue costs incurred to safeguard the life or physical integrity of an Insured Person up to the amounts specified above, provided that the rescue results from a decision taken by the competent local authorities or official emergency organisations.

### 7.6.2. Assistance following a Medical Incident

#### 7.6.2.1. Medical assistance

In the event of a Medical Incident, the Insurer medical team contacts the attending physician as soon as the first call is received in order to intervene under the best possible conditions given the condition of the Insured Person. In all cases, the local authorities assume the organization of first-level intervention.

#### 7.6.2.2. Reimbursement of medical expenses

The Insurer shall indemnify all urgent medical expenses incurred Abroad up to the amounts specified above, which are reasonably and necessarily incurred as a direct result of an Accident or Medical Incident, up to a maximum of 365 days calculated from the date of the Accident or the first diagnosis of the Illness.

After an accident has occurred, the necessary medical care shall be provided as soon as possible.

The Insurer shall indemnify the aforementioned costs exclusively after exhausting the benefits guaranteed by any third-party payer, and on presentation of receipts. The Insurer shall not indemnify any medical expenses of less than 100 EUR.

This guarantee covers:

- medical and surgical fees;
- medicines prescribed by a local Doctor or surgeon;
- Hospitalisation costs provided that the Insured Person was judged non-transportable by the Insurer's Doctors;
- cost of transport ordered by a Doctor for a local journey;

#### A. Conditions for accepting medical expenses

A.1 These payments and/or reimbursements complement reimbursements and/or payments obtained by the Insured Person or his beneficiaries from the Social Security and/or any other provident organisation to which the Insured Person belongs (mutual fund or other) and beyond an excess of 100 EUR.

A.2 The payment and/or reimbursement of treatment costs is carried out under the public regime. The payment and/or reimbursement of treatment costs under a private regime is only allowed if the technical and medical imperatives justify and the Insurer medical service has given its agreement in advance.

A.3 Where the Insured Person does not have coverage against small and large risks with the Social Security and/or any other provident organisation, the Insurer only intervenes in the reimbursement of medical costs that complement the reimbursements and/or payments that would have been obtained by the Insured Person (or his beneficiaries) from the Social Security or other provident organisation.

#### B. Payment procedures for medical costs

The payment of supplementary costs is made by the Insurer to the Insured Person on return to the Country of Residence, after recourse to the organisations mentioned in the previous paragraph, on presentation of all the original receipts. In the case of medical costs advanced by the Insurer, the Insured Person undertakes, within a period of two months from receipt of the invoices, to take the necessary steps to recover these costs from the Social Security and/or any other provident organisation to which he belongs and to return to the Insurer the amount of the sums obtained.

#### C. The covers do not apply in the following cases:

- War, Civil War. However, the Insured Person will continue to be entitled to the guarantee for 14 calendar days from the start of the hostilities in case he/she is surprised by such events abroad and insofar as he/she does not actively participate in them.
- Intent and/or incitement, and/or an apparent reckless act, unless it concerns a justified attempt to save people and/or animals and/or goods.
- Intoxication.
- Suicide or an attempted suicide.
- Nuclear reactions and/or radioactivity and/or ionising radiation, except when experienced during the medically required treatment following a covered Loss.
- Sports, including training, practised for professional purposes, and/or within the framework of contractual remuneration - air sports with the exception of ballooning - alpinism - mountaineering - hiking beyond the passable and/or officially marked paths - big game hunting - ski jumping - alpine ski and/or snowboard and/or langlauf, all practised outside the passable and/or officially marked tracks - speleology - rafting - canyoning - bungee jumping - the costs and consequences of decompression encountered while deep-sea diving - martial sports - competition with motorised vehicles with the exception of tourist rallies for which no time and/or speed standard is imposed whatsoever, participation and/or training and/or preparatory tests for speed contests.
- Bets and/or challenges - disputes and/or fights with the exception of legal self-defence (an official report shall evidence this) - riots and measures against these, the Insured Person and/or the beneficiary proves/prove that the Insured Person has not actively participated in them.
- Illness or Accident sustained by the Insured Person in the country of domicile and/or normal place of residence, as well as any journey undertaken with the intent to undergo medical treatment.
- Circumstances known to the Insured Person and/or present at the moment of departure for an Insured Trip due to which the damage might reasonably have been expected and/or for which a negative travel advice had been given by the World Health Organisation or by the Ministry of Foreign Affairs of the country where the Policyholder is established.
- Illness and/or injury as a result of an Accident, that was not stable during a period of 90 calendar days prior to the date of departure of an Insured Trip or for which in that same period medical or paramedical care was set up or adjusted.
- Psychological and/or psychosomatic or mental disturbances, except if they result from a covered Loss - cures - stay in a revalidation centre - sexually transmittable Diseases - tropical illnesses, if the precautions, as advised by an official body, were not taken.
- Lenses and frames of glasses - contact lenses.
- Non-medical costs stated in the hospital invoice.
- Dental care with the exception of broken teeth.
- All travelling against medical advice from a Physician
- The costs of health checks, periodic examinations and observation

#### 7.6.2.3. Extension of the stay of the Insured Person

The Insurer pays the cost of an extension to a hotel stay for a sick or injured Insured Person if, on medical orders from the competent medical authorities, the Insured Person is unable to undertake the return journey on the initially planned date. The extension decision must be approved in advance by the Insurer's doctor. These costs are limited, for each Medical Incident, to a maximum of 150 EUR per night and per room up to a maximum total of 1.500 EUR.

#### 7.6.2.4. Taking charge of children under the age of 16

If the Insured Person(s) accompanying children under the age of 16 finds it impossible to care for them following a Medical Incident, the



Insurer organises and pays for the return trip of a person residing in the Country of Residence, appointed by the family, to fetch the children under the age of 16 and take them home to their Country of Residence. Should it prove impossible to contact one of the above-mentioned persons, or if such persons are unable to make the journey, the Insurer sends a delegate to take charge of the children and bring them home to the Country of Residence where they are placed in the care of the person appointed by the Insured Person.

The Insurer will take into account the age of the child on the day of the Loss.

### 7.6.3. Assistance following Hospitalisation of an Insured Person travelling alone

If the Insured Person, travelling alone, is hospitalised following a Medical Incident and the doctor commissioned by the Insurer advises against transport before 7 days, the Insurer organises and pays for the return trip of a member of the family or friend living in the Country of Residence to visit the Insured Person.

These costs of the stay of the person are limited to a maximum of 150 EUR per night and per room up to a maximum total of 1.500 EUR.

### 7.6.4. Assistance following repatriation

#### 7.6.4.1. Repatriation or transport following a Medical Incident

If the Insured Person is hospitalised following a Medical Incident and the Assistance Centre of the Insurer deems it necessary to transport the person to a medical centre that is better equipped, more specialised or nearer home, the Assistance Centre organises and the Insurer pays for the Medical Repatriation or transport of the sick or injured Insured Person, under medical surveillance if necessary, depending on the gravity of the case, by: rail (1st class); ambulance; regular airline, economy class, with special facilities if necessary; medical aircraft. If the condition of the Insured Person does not require hospitalisation, transport home is provided. If the event occurs outside of Europe and the countries bordering the Mediterranean Sea, transport will be by air only. The decision concerning transport and the means to employ is taken by the Insurer's doctor solely in the light of the technical and medical imperatives. The Insurer doctor must have given his agreement before any transport is taken. The Insurer organises and pays for the transport of an Insured Person in order to accompany the Insured Person to the place of Hospitalisation or his home.

#### 7.6.4.2. Repatriation of other Insured Persons

In the event of Repatriation of an Insured Person, the Insurer organises and pays for the return of the other Insured Persons to their home or for the continuation of the journey. The "continuation of journey" insurance is limited to the cost of Repatriation of the Insured Persons to their home. It applies on condition that the other Insured Persons cannot use the same transport as for the outward journey initially planned for the return.

#### 7.6.4.3. Repatriation of baggage

In the event of repatriation of an Insured Person, the Insurer organises and pays for the transport of Baggage to the home of the Insured Person.

### 7.6.5. Dispatching vital medicines and glasses

The Insurer takes the necessary steps to organise and pay for:

- search and provision of vital medicines, prescribed by a Competent Medical Authority, impossible to find locally but available in the Country of Residence;
- dispatching of the glasses and/or lenses if already owned by the Insured Person.

The Insurer must approve their provision. Their dispatch is subject to the availability of means of transport and must comply with local and international legislation.

The Insured Person undertakes to reimburse to the Insurer the price of the medicines provided, plus any customs costs, within two months of the date of their dispatch.

### 7.6.6. Assistance in the event of death

If the family decides on a burial or cremation in the Country of Residence, the Insurer organises the Repatriation of the mortal remains and pays for:

- cost of preparing the body;
- local cost of placing in a coffin;
- cost of the coffin up to a maximum of 650 €;
- cost of transport of the mortal remains from the place of death to the place of burial or cremation. The costs of the ceremony and burial or cremation are not paid by the Insurer. If the family decides on a burial or cremation Abroad, the Insurer organises and pays for the same services as those mentioned above. In all cases, the intervention of the Insurer is limited to the costs that would be incurred for the Repatriation of the mortal remains to the Country of Residence. The choice of companies used for the Repatriation process is left to the exclusive discretion of the Insurer.

### 7.6.7. Early return of an Insured Person

If the Insured Person must interrupt a journey Abroad due to:

- death or the unforeseen hospitalisation following a Medical Incident in the Country of Residence of more than 5 days, or 48 hours if the Insured Person is less than 16 years old, of the spouse, father, mother, brother, sister or child;
- death of a colleague vital for the day-to-day management of the enterprise of the Insured Person, or of the replacement of the Insured Person in a liberal profession. The Insurer organises and pays for, to the home or place of burial or cremation in the Country of Residence:
  - either the two-way journey of one Insured Person;
  - or the one-way journey of two Insured Persons.

The guarantee is only acquired on presentation of a death or hospitalisation certificate.

### 7.6.8. Domestic animals

In the event of repatriation, death or early return, the Insurer organises and pays for the return of domestic animals (dog(s) or cat(s)) accompanying the Insured Person.

### 7.6.9. Assistance in the event of loss or theft of baggage

In the event of the loss or theft of Baggage, the Insurer communicates to the Insured Person information on the formalities to be completed for the declaration of the theft or loss of Baggage. At the request of the Insured Person, the Insurer organises and pays for sending a suitcase of replacement personal effects up to a maximum weight of 20 kg. The suitcase must be deposited in advance at the registered office of the Insurer and accompanied by a full inventory of its contents. The Insurer deals with forwarding Baggage found after departure.

### 7.6.10. Transmission of messages

If the Insured Person so requests, the Insurer will transmit free of charge urgent messages associated with the Insured guarantees and benefits. In general, the transmission of messages is subject to justification of the request, the clear and explicit expression of the message to be transmitted, and a precise indication of the name, address and telephone number of the person to be contacted. Any text resulting in criminal, financial, civil or commercial responsibility

is transmitted under the sole responsibility of its author, who must be identified. The content must comply with Belgian and international legislation and cannot engage the responsibility of the Insurer.

## 7.7. LEGAL ASSISTANCE

### 7.7.1. Lawyer's fees abroad

If the Insured Person becomes the subject of a judicial process Abroad, the Insurer advances the amount of the fees for a lawyer freely chosen by the Insured Person up to a maximum of 1.250 EUR per Insured Person. The Insurer does not intervene for judicial processes in the Country of Residence following an action brought against an Insured Person Abroad. The Insured Person undertakes to reimburse to the Insurer the amount of the fees within two months of making the request to the Insurer

### 7.7.2. Advance of a bail bond Abroad

If the Insured Person is subject to judicial procedures Abroad, the Insurer advances the amount of the bail bond required by the authorities up to a maximum of 12.500 EUR. The bail bond must be reimbursed to the Insurer as soon as it is returned by the authorities and, in any case, at the latest within two months of the date of the advance. In the case of the occurrence of an insured event Abroad being the subject of a request for intervention to the Insurer and, where appropriate, after declaration to the local authorities, at the request of the Insured Person the Insurer will take the necessary steps to send the Insured Person the counter-value to a maximum of 2.500 EUR. This sum must be paid in advance to the Insurer in cash in the form of a certified bank cheque.

## 7.8. EXCLUSIONS

The Insurer shall not pay compensation if the costs - as defined in Chapter 7 - are caused by, or are directly or indirectly contributed to by:

- a. Intentional self-inflicted injury, suicide or a suicide attempt;
- b. War in the Country of Residence or in one of the Disturbed Areas;
- c. Controlling an aircraft as a pilot;
- d. Practising Professional Sports
- e. Intoxication;
- f. Accidents that occurred during the preparation for or participation in crimes or criminal offences;
- g. Intentional acts by an Insured Person or a beneficiary.

The Insurer shall not pay compensation if:

- a. the Insured Person travels against the advice of a Physician;
- b. the purpose of the Trip is to receive Medical Treatment or medical advice;
- c. a pregnant woman travels within a period of 30 days before the estimated date of delivery;
- d. the costs defined in Chapter 7 can be recovered from Social Security or by virtue of insurance required by law.

## 7.9. PROCEDURE IN THE EVENT OF A CLAIM

### A. Declaration of incidents

A.1 The Insured Person must notify the Insurer as soon as possible of the occurrence of any incident.

A.2 The Insured Person must provide without delay all necessary information and reply to requests made to him to determine the circumstances and assess the extent of the incident. In order to ensure that the assistance is organised in an optimum manner and in particular to agree on the most appropriate means of transport (air, train, etc.), the Insured Person must try to contact the Insurer before any intervention and only incur assistance costs with its agreement.

Failure to do so results in these costs being reimbursed only up to the amounts indicated in the general conditions and within the limits of those that the Insurer would have incurred if it had organised the service itself.

### B. Duties of the Insured Person in the event of an incident

B.1 The Insured Person must take all reasonable measures to prevent any aggravation of the consequences of the incident.

B.2 The Insured Person undertakes, within a maximum period of three months after the intervention of the Insurer, to:

- provide the receipts for expenses incurred;
- provide proof of the events that gave rise to the guaranteed benefits;
- return all transport tickets that have not been used because the Insurer took care of such transport. When the Insurer has advanced medical costs, the Insured Person must always take all necessary measures with regard to the Social Security and/or provident institutions covering the same costs with a view to their recovery.

### C. Penalties

C.1 If the Insured Person fails to fulfil the above-mentioned obligations and this results in prejudice for the Insurer, the latter is entitled to claim a reduction in the benefits provided up to the amount of the prejudice it has suffered.

C.2 the Insurer may refuse coverage if, with fraudulent intent, the Insured Person has not fulfilled the above-mentioned obligations.

## 7.10. TERRITORIAL SCOPE OF COVER

- Abroad
- In the country of domiciliation and/or permanent residence of the Insured Person, if the distance is greater than 100 kilometres from the place of domiciliation or permanent residence of the Insured Person and provided that at least two nights have been booked in advance.