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## FOYER ASSURANCES S.A.

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

**Policyholder:** ING Luxembourg S.A., having its registered offices L-2965 Luxembourg, 26, Place de la Gare

**Policy number:** 293.065

**Card:** a valid VISA Classic/Cybercard issued by the Policyholder

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

### A. EXTENDED WARRANTY

#### 1. Definitions

**Insured:** Cardholder exclusively acting for his own private life.

**Insured Item:** New domestic electrical appliances (white goods), and/or consumer electronics for private use (brown goods) and communication and computing items for private use (grey goods), (i) purchased by the Insured in his/her country of residence plus Luxembourg, Germany, Belgium and France, **the total purchase price paid with the Card**

during the policy term, (ii) having a valid Original Manufacturer Warranty of 24 months, (iii) and with the purchase price of the item of minimum € 50 (including VAT, excluding delivery costs).

The three above-mentioned conditions are cumulative.

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

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

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

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

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

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

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

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

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

### 2. Insurance Contract – Amount and Period

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

The Insurer shall refund the Repair Costs up to € 1.000 per claim and up to € 2.000 per period of 12 consecutive months and per Insured, during 24 calendar months as from the date of expiration of the Original Manufacturer Warranty.

### 3. Exclusions

The following is not covered under this insurance:

- Any other cost than that of parts and / or workmanship, and resulting from a Covered Breakdown or expenses in connection with a part or circumstance not covered by the Original Manufacturer Warranty
- Any other obligation or other costs that do not correspond to those being specifically covered by the terms of the Original Manufacturer Warranty
- Damages, breakdowns or defects caused by externally to the Insured Item or representing the direct or indirect consequence of transportation, delivery or installation of the Insured Item
- The breakdown resulting from the manufacturing, alteration or change in basic characteristics of the Insured Item
- Boats, automobiles, motorboats, airplanes, or any motorized vehicles &/or their integral parts
- Items with the Original Manufacturer Warranty is longer or shorter than 24 months
- Items purchased for re-sell or the second-hand items, damaged items, items from windows/displays, used Items
- Costs for re-installation of the Insured Item and costs linked to the malfunctioning revealed during Installation Rubber parts (notwithstanding the door seals are covered)
- Adjustments that can be performed by the user without opening the Insured Items
- Items that do not have the serial manufacturer number
- Accident, neglect, abuse, wilful damage, vermin, mould and insect infection, misuse, theft, sand, fire, earthquake, storm and tempest, lightning, explosion, aircraft impact, water and liquid damage, corrosion, battery leakage or Acts of God
- The costs associated with problems or malfunctioning caused by unauthorized modifications or noncompliance with instructions for installation, maintenance or use of manufacturer
- Items used for or intended to be used for professional or commercial purposes
- Any consumable item including but not limited to batteries, DVD heads, Lens filters, lamps, belts, bags, cartridges and the like
- Any costs incurred in the revision, inspection or cleaning of the Insured Item that do not correspond to those incurred after filing a claim in connection with the Insured Item
- Costs of repairing cosmetic damage where the function of the appliance is unaffected such as dents, paint and product finish, scratches and rust
- Power outages or surges, inadequate or improper voltage or current or faults in any electrical supply/connection or plumbing
- Any costs arising from the addition or integration in the Insured Item of products or additional components not included in the normal operation of the Insured Item, unless the addition or integration takes place following the written approval of the original manufacturer
- The costs arising from or reformatting the hard drive of the Insured Item occurring during the repair, maintenance, cleaning, altering or renovation of the Insured Item, and costs or arising from loss or damage caused by preventive maintenance or the cost of such work, and / or adjustments to any part or assembling of the Insured Item
- Cost of the repair estimation

- Any costs arising from or relating to any user replaceable batteries, viral contamination, trackball and pointing devices or loss and/or damage directly or indirectly caused by software, battery, fuse or other consumable product
- A part of the Original Manufacturer Warranty following the liquidation, closing up of the company (temporary or permanent) or any other interruption affecting the manufacturer or his capacity to respect the Original Manufacturer Warranty
- Any costs related to the change or return of the Insured Item requested by a production error, a public safety measure or a legal requirement
- Damages caused by mishandling
- Repair or damages of the Insured Item when the repair was not authorised by the Insurer
- Damages caused by the repairer
- Repair costs or damages costs on the covered product in case the repair has not been approved by the Insurer
- Civil or foreign war or riots or confiscation by the authorities
- Ionized radiation.

#### 4. Limits of Responsibility

As per Terms and Conditions of this insurance, the responsibility is limited to € 1.000 per claim and € 2.000 per period of 12 consecutive months and per Insured.

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

#### 5. Procedure in Case of a Claim

- The Insured must keep and provide the Insurer with the copies of all the invoices and other documents required by the Insurer (or the appointed claims handler) which are necessary for the assessment of the claim.
- **The Insured must declare the Claim to Willis Towers Watson Luxembourg** by sending him the filled in and signed claims notification form as soon as possible and at latest 30 calendar days following the date of the claim. The claims notification form can be found on the website [www.ing.lu](http://www.ing.lu) or requested from Willis Towers Watson Luxembourg on +352/46.93.01.222.  
**The claims notification has to include all the proof of loss documents listed hereunder.**
- Prior to proceeding with any repair services, the Insured shall notify Willis Towers Watson Luxembourg on +352/46.93.01.222 and obtain approval.
- The Insurer's payment made in good faith discharges the Insurer to the extent of the claim.

#### **Proof of Loss Documents:**

- Original or copy of the purchase invoice and copy of the VISA statement proving the purchase of the Insured Item with the Card and mentioning the manufacturer's serial number
- Detailed repair invoice mentioning :
  - Name, address and signature of the Insured,
  - 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, labour costs
- Copy of Original Manufacturer Warranty

#### **Indemnity Payment**

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

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

The indemnity is payable in Euro and include VAT.

#### **6. General Provisions**

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

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

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

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

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

### 1. Definitions

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

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

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

**Seller:** Merchant selling the Insured Item via internet.

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

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

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

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

### 2. Insurance Cover

#### **Delivery of the goods bought on the Internet**

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

- the Insured Item must have been paid for with the Card during the period of validity of the Card;
- the transaction corresponding to this purchase must appear on the VISA statement.

### 3. Compensation Procedure

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

### 3.1. In case of Non Delivery:

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

### 3.2. In case of Non Compliance Delivery:

- If the Seller accepts the return of the item, and sends a replacement item or reimburses the purchase value to the Insured, the insurance covers the costs to send the item back to the Seller in case these are not picked up by the Seller;
- If the Seller accepts the return of the item but does not send a replacement item nor reimburses the purchase value to the Insured, the insurance covers the costs of returning the Insured Item to the Seller and the purchase value of the Insured Item (delivery costs excluded);
- If the Seller does not accept the return of the Insured Item, the insurance covers the costs of sending the Insured Item to the Insurer and reimburses the purchase value of the Insured Item (delivery costs excluded).

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

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

## 4. Exclusions

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

- Living animals;
- Perishable goods and food;
- Drinks;
- Plants;
- Motorized vehicles;
- Cash, shares, bonds, stocks, and any security or negotiable instrument;
- Jewels or gems, art work, goldsmithery, silverware, with a value superior to € 150;
- Numerical data displayed or downloaded on internet (MP3, files, photos, software etc.);
- Any performance of services purchased online;
- Online performance of services;
- Items used in a professional or industrial context;
- Items purchased for re sell;
- Items purchased on auction websites;
- Intentional or criminal actions of Insured;
- Damages caused intentionally on the Insured Item by the Insured ;
- Non delivery of the Insured Item resulting from a strike of the mail services or the carrier;
- Damages caused by war, civil commotion, insurrection, rebellion, revolution or terrorism or acts of God;
- Any claim resulting from fraudulent use of Card.

## 5. Amount of the Indemnity per Claim per Year

€ 1.000 (including VAT) per claim with a maximum of € 2.000 (including VAT) per Insured per period of 12 consecutive months.

When the Insured Item is a part of a bigger whole and it appears that the individual item is unusable or irreplaceable, the purchase value of the whole will be reimbursed.

The indemnity, all taxes included, will be transferred in Euros to the Insured on the bank account appointed by him.

## 6. Procedure in Case of a Claim

The Insured shall declare the Claim to Willis Towers Watson Luxembourg by sending him the filled in and signed claims notification form as soon as possible and at latest 30 calendar days following the date of the claim. The claims

notification form can be found on the website [www.ing.lu](http://www.ing.lu) or requested from Willis Towers Watson Luxembourg on +352/46.93.01.22 .

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

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

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

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

- The print of the purchase order confirmation (email), any confirmation of the order by the Seller or the print screen of the order;
- The copy of the VISA statement or notice of debit from the Insured justifying the debited amount(s) of the order;
- In case of delivery by a private carrier : the delivery slip;
- In case of delivery by mail : the tracking of the delivery in possession of the Insured;
- In case the Insured Item is sent back to the Seller: the receipt justifying of the freight charges.

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

## 7. General Provisions

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

## C. PURCHASE PROTECTION INSURANCE

### 1. Definitions

**Insured:** Cardholder exclusively acting for his own private life.

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

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

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

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

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

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

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

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

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

## 2. Coverage

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

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

**Duration of coverage:** the coverage is acquired to the extent that the Aggravated Theft or Accidental Damage occurs

**within 90 days**, starting on the day of purchase or on the day of delivery of the Insured Good.

**Insured Limits: € 1.000 per** Insured per claim, with a maximum of € 2.000 per period of 12 consecutive months. The Aggravated Theft or the Accidental Damage of a whole of different Insured Goods will be considered as one and the same damage.

**Threshold:** The guarantee shall only apply for the Insured Good of the minimum purchase value of € 50 (tax included)

per insured item.

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

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

## 3. Exclusions

Are excluded of coverage:

- **An intentional act or deception by the Insured or one of his relatives (husband or wife, legal cohabitant, ascendant or descendant);**
- **Mysterious disappearance or loss;**
- **Damage of the Insured Good caused during transport or during processing by the vendor;**
- **Theft other than Aggravated Theft ; simple theft is excluded;**
- **Normal wear or gradual degradation of the Insured Good due to erosion, corrosion, humidity or the effect of heat or cold on the Insured Good;**
- **A defect proper to the Insured Good;**
- **Non respect of the operating instructions, defined by the producer or distributor of this good;**
- **Production error;**
- **War or civil war;**
- **Embargo, confiscation, seizure or destruction by order of a government or public authority;**
- **Disintegration of the atomic nucleus or ionizing radiation;**
- **Items purchased for re sell.**

## 4. Procedure in Case of a Claim

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

Insured has to:

- in case of Aggravated Theft : lodge a complaint with the police within 48 hours;
- in all cases : declare the Claim to Willis Towers Watson Luxembourg by sending him the filled in and signed claims notification form as soon as possible and at latest 30 calendar days following the date of the claim. The claims notification form can be found on the website [www.ing.lu](http://www.ing.lu) or requested from Willis Towers Watson Luxembourg on +352/46.93.01.22. The claims notification has to include all the proof of loss documents listed hereunder.

**Proof of Loss:**

**In each case**, the Insured has to provide:

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

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

- original police report
- each proof of the Loss, being :
- **in case of Theft with Assault:** any evidence, such as a medical certificate or a written testimony, signed and dated by the witness and with statement of his name, surname, place and date of birth, address and profession.
- **in case of Theft through Break In:** each document proving the damage, such as the estimate or invoice of the repair of the lock or lock mechanism or a copy of the declaration to the car insurance or fire or home insurance.

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

- the original of the estimate or the invoice of the repair, or
- the certificate of the vendor, which details the nature of the damage and certifies that the Insured Good is irreparable.

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

## 5. General Provisions

**Territory:** worldwide.

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

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

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

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

## D. GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

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