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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 & Assistance Card issued by the Policyholder

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

### A. EXTENDED WARRANTY

#### 1. Definitions

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

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

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

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

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

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

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

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

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

**Replacement Costs:** If the Repair Costs exceed the initial purchase value of the Insured Item, the cost of replacing the Insured Item with a new item having the similar technical characteristics and the purchase value cannot exceed the initial purchase price of the Insured Item.

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

#### 2. Insurance Contract – Amount and Period

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

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

#### 3. Exclusions

The following is not covered under this insurance:

- Any other cost than that of parts and / or workmanship, and resulting from a Covered Breakdown or expenses in connection with a part or circumstance not covered by the Original Manufacturer Warranty
- Any other obligation or other costs that do not correspond to those being specifically covered by the terms of the Original Manufacturer Warranty
- Damages, breakdowns or defects caused by externally to the Insured Item or representing the direct or indirect consequence of transportation, delivery or installation of the Insured Item
- The breakdown resulting from the manufacturing, alteration or change in basic characteristics of the Insured Item
- Boats, automobiles, motorboats, airplanes, or any motorized vehicles &/or their integral parts
- Items with the Original Manufacturer Warranty is longer or shorter than 24 months
- Items purchased for re-sell or the second-hand items, damaged items, items from windows/displays, used Items
- Costs for re-installation of the Insured Item and costs linked to the malfunctioning revealed during Installation Rubber parts (notwithstanding the door seals are covered)
- Adjustments that can be performed by the user without opening the Insured Items
- Items that do not have the serial manufacturer number
- Accident, neglect, abuse, wilful damage, vermin, mould and insect infection, misuse, theft, sand, fire, earthquake, storm and tempest, lightning, explosion, aircraft impact, water and liquid damage, corrosion, battery leakage or Acts of God
- The costs associated with problems or malfunctioning caused by unauthorized modifications or noncompliance with instructions for installation, maintenance or use of manufacturer
- Items used for or intended to be used for professional or commercial purposes
- Any consumable item including but not limited to batteries, DVD heads, Lens filters, lamps, belts, bags, cartridges and the like

- Any costs incurred in the revision, inspection or cleaning of the Insured Item that do not correspond to those incurred after filing a claim in connection with the Insured Item
- Costs of repairing cosmetic damage where the function of the appliance is unaffected such as dents, paint and product finish, scratches and rust
- Power outages or surges, inadequate or improper voltage or current or faults in any electrical supply/connection or plumbing
- Any costs arising from the addition or integration in the Insured Item of products or additional components not included in the normal operation of the Insured Item, unless the addition or integration takes place following the written approval of the original manufacturer
- 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 € 2.000 per claim and € 4.000 per period of 12 consecutive months and per Insured.

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

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

- The Insured must keep and provide the Insurer with the copies of all the invoices and other documents required by the Insurer (or the appointed claims handler) which are necessary for the assessment of the claim.
  - **The Insured must declare the Claim to Willis Towers Watson Luxembourg** by sending him the filled in and signed claims notification form as soon as possible and at latest 30 calendar days following the date of the claim. The claims notification form can be found on the website [www.ing.lu](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, Lichtenstein and Switzerland exclusively acting for his own private life.

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

**Insured Item:** all new material movable items purchased for private use which was bought on the Internet from a Seller domiciled in European Union and United States of America, provided that the purchased good is delivered to the Insured by mail or private transportation in European Community, plus Norway, Monaco, Andorra, Lichtenstein and Switzerland, that the minimum purchase value of the purchased good is € 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

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

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

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

## 6. Procedure in Case of a Claim

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

notification form can be found on the website [www.ing.lu](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: € 2.000 per Insured per claim**, with a maximum of € 4.000 per period of 12 consecutive months. The Aggravated Theft or the Accidental Damage of a whole of different Insured Goods will be considered as one and the same damage.

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

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

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

### 3. Exclusions

**Are excluded of coverage:**

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

### 4. Procedure in Case of a Claim

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

Insured has to:

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

**Proof of Loss:**

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

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

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

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

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

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

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

## 5. General Provisions

**Territory:** worldwide.

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

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

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

## D. TRAVEL INSURANCE

### 1. Definitions

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

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

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

**Insured Trip:** Any Private Trip and Business Trip.

**Insured:**

For a Private Trip:

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

For a Business Trip:

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

**Family:**

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

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

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

**Payment by Card**

Any payment effected:

- by signing a (paper) receipt slip,
- by authorising a transaction by means of a pin code of the Card, or
- by communicating the number of your Card, which is duly recorded, together with the date, in writing or by computerised means (the Internet, or any form of e-commerce) by the service-provider, airline company or travel agency.

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

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

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

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

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

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

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

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

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

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

## 2. Cancellation or Interruption of Travel Cover

### 2.1. Benefits

The Insurer shall reimburse the non-recoverable amounts for which the Insured is legally responsible in case of cancellation, modification or interruption of an Insured Trip up to **€ 5.000** per trip, per Card per period of 12 consecutive months and per Family under the following conditions:

- In case of cancellation or modification of the Insured Trip, the Insurer shall reimburse the non-recoverable amounts for which the Insured is legally responsible according to terms and conditions of travel contract. However, if modification or cancellation occurs more than 60 days before the date of departure, the indemnity would be limited up to the sum of € 750 per trip, unless the reasons for cancellation or modification of Insured Trip remain valid after this 60-day period.
- In case of interruption of the Insured Trip, the Insurer shall reimburse the portion of the services not used, calculated on a pro rata temporis basis.

### 2.2. Conditions

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

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

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

- Major Property Damage.
- Theft with Aggression or Theft through Break In of the Travel Documents.

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

### 2.3. The coverage shall apply

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

For Cancellation cover, this will come into effect:

- in the case of Sickness, Accident or death, as from the moment of paying for the Insured Trip.
- in the case of Major Property Damage, maximum 10 days prior to the date of departure on the Insured Trip.
- In case of Theft of the Travel Documents, maximum 48 hours prior to the departure on the Insured Trip.

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

### 2.4. Cessation of the cover

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

### 2.5. Exclusions relative to this cover

It is expressly stipulated that the cover will not apply:

- In the case of cancellation or interruption where this is due to failure, for whatsoever cause, to present an essential document respecting the Insured Trip in question, such as passport, visa, travel tickets, vaccination record.
- Should cancellation or interruption of Insured Trip result from action for any reason whatsoever on the part of the transport operator or travel organiser.

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

- psychological illnesses,
- non-stabilised illnesses diagnosed prior to paying for Insured Trip and liable to sudden complications prior to departure,
- the consequences of the use of drugs or medicines that have not been medically prescribed,
- accidents occurring in the course of trials, races or competitions necessitating the use of motorised machines,
- accidents resulting from the use of flying machines (apart from aircraft approved for carrying passengers),
- the consequences of civil or foreign war, riots, uprisings or civil disturbances in which the Insured has played an active part, unless they were performing their professional duties,
- for the Interruption cover, benign illness or injury which can be treated locally,
- the purpose of the trip is to receive medical treatment or medical advice,
- circumstances known to the Insured and/or existing when leaving on the trip, that rendered the injury likely to happen and/or for which the conveyor, the World Health Organisation or the Ministry for Foreign Affairs in the country where the Policyholder is established gave a negative travel advice,
- trips made against medical advice.

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

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

### 3.1. Delayed Flight

Subject to the proviso of a minimum of 50% of the guaranteed Voyage expenses having been paid using the Card, the Insurer will provide reimbursement to the maximum of **250 Euros** per voyage (regardless of the number of people) for the costs incurred by the Insured for his or her meals, refreshments, hotel costs, and for return transfer costs to the airport or the terminal provided that the delay exceeds 4 hours in relation to the initial departure time indicated on the travel ticket.

### Conditions of the guarantee

The guarantee is granted only in the following cases:

1. Delay or cancellation of a regular flight that has been booked and confirmed;
2. Overbookings which prevent the Insured from embarking on a regular flight that has been booked and confirmed;
3. Late arrival of the regular flight on which the Insured is travelling and which does not enable him or her to catch a regular connecting flight;
4. Only regular flights on Airlines with published schedules fall under the guarantee.

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

### 3.3. Exclusions

- War, Civil War,
- Delays that occur on flights that are not regular (particularly charter flights),
- No reimbursement will be owed if the lateness experienced is less than 4 hours in relation to the initial departure or arrival time (in the case of a connecting flight) of the regular flight that you booked,
- No reimbursement will be owed if the lateness or prolonged stay results from a strike or a war,
- No reimbursement will be owed in the case of the temporary or final withdrawal of an aircraft, ordered by:
  - ✓ Either the airport authorities,
  - ✓ Or the civil aviation authorities,
  - ✓ Or by a similar organisation and which was announced prior to the departure date of your voyage,
  - ✓ No reimbursement shall be owed if a similar means of transport is made available to the Insured within 4 hours of the initial departure time (or arrival time in the case of a connecting flight) of the regular flight booked and confirmed.

## 4. Guarantee for lost or delayed baggage

### 4.1. Services guaranteed

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

### 4.2. Guarantee conditions

In order to benefit from this guarantee, the Insured must make a Property Irregularity Report to the Carrier and forward it to the Insurer.

The maximum amounts guaranteed only cover reasonable expenses incurred by the Insured for urgent replacement purchases and basic necessities, within the limit of the ceiling set hereinabove in Article 4.1. The expenditures must be incurred at the destination, prior to the baggage being returned to the Insured.

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

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

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

#### 4.3. Guarantee exclusions

- War, Civil War,
- Confiscation, seizure, requisition or destruction by, or on the order of, an administrative authority,
- Intentional acts,
- Strikes announced before the departure of the guaranteed Voyage,
- Baggage delayed on a flight or rail connection taken by the Insured in order to return to his or her home country and/or usual place of residence,
- Failure to obtain a Property Irregularity Report and present it to the Insurer.

### 5. Ticket upgrades

#### 5.1. Services guaranteed

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

#### 5.2. Guarantee conditions

This guarantee is provided in the following cases:

- If the departure of a regular, confirmed flight or rail connection from any embarkation place whatsoever is delayed for 4 hours or more or cancelled and if no other means of transport is made available to the Insured by the carrier within the 4 hours following the departure time of the aircraft flying on a regular route, or a rail connection;
- If the Insured is not allowed on board a regular confirmed flight or a rail connection due to overbooking and if no other means of transport are made available to him or her by the carrier within the 4 hours following the departure time of the aircraft flying on a regular route, or a rail connection;
- If the Insured misses a connection at the transit location following the late arrival of a flight on a regular route, or a rail connection, and if no other means of transport are made available to him or her by the carrier within the 4 hours following the actual arrival time of the initial flight, or of a rail connection.

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

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

#### 5.3. Guarantee exclusion

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

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

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

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

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

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

- A filled-in and signed claim declaration indicating the place and the circumstances of the Incident,
- Proof of payment using the Card.

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

- In the event of a travel cancellation:
  - Booking confirmation,
  - Proof of cancellation.
- In the event of a trip being disrupted:
  - The booking confirmation,
  - The travel agency's declaration concerning the number of days not used.
- In the event of a death:
  - The death certificate.
- In the event of illness:
  - The medical certificate.
- In the case of a major property Loss:
  - A document providing proof issued by the local authorities (report, fire department declaration, etc).
- ✓ In the case of delayed travel or a missed connection:
  - The carrier's certificate,
  - The originals of the invoices/purchase receipts,
  - The details of the compensation paid by the carrier, where applicable.
- ✓ In the case of delayed/lost baggage:
  - Property Irregularity Report,
  - The originals of the invoices/purchase receipts,
  - The details of the compensation paid by the carrier, where applicable.
- ✓ In the case of ticket upgrades:
  - The transport company's certificate.
  - A document proving that the additional travel costs were paid for using the Card.
- ✓ Delayed flight
  - The transport company's certificate.
  - The originals of the invoices/hotel bills/purchase receipts.

### 7. General provisions

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

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

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

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

## **E. TRAVEL ACCIDENT INSURANCE**

### **1. Definitions**

#### **The Insured:**

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

#### **Partner:**

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

#### **Third party:**

Any natural or legal person, excluding:

- The Insured himself or herself;
- Direct parents and offspring, as well as any person living under the same roof as the Insured.

#### **Abroad:**

Any country excluding the country:

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

#### **Voyage:**

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

#### **Guaranteed Voyage:**

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

#### **Doctor:**

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

#### **Intoxication:**

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

#### **Physical Injury:**

Any physical injury sustained by a person.

#### **Property Damage:**

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

#### **Accident:**

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

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

- Damage to health which is the direct, sole consequence of an Accident that is guaranteed or an attempt to save people or property in peril;
- Inhaling gases or vapours and absorption of toxic or corrosive substances;
- Dislocations, distortions, and muscle tears and strains caused by sudden physical exertion;
- Frostbite, heat stroke, and sunstroke;
- Drowning;
- Anthrax, rabies, tetanus.

#### **War:**

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

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

#### **Civil War:**

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

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

#### **Terrorism:**

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

- Any actual use or threat to use force or violence either intended to, or causing, damage, injuries, harm or disruptions;
- Committing an act that poses a danger to human life or property, against any individual, property or government with the objective being, whether stated or not, to pursue economic, ethnic, nationalist, political, racial or religious interests, whether or not these interests are declared.
- Any act that is either proven or recognised by the competent government to constitute an act of terrorism.

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

- ✓ Any act of insurrection, strike, riot, revolution, or attack involving the use of nuclear, biological or chemical weapons;
- ✓ Thefts or any other criminal act committed essentially for personal profit and acts occurring due to prior personal relations between the perpetrator(s) and the victim(s).

#### **Rental Vehicle:**

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

#### **Hospital:**

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

## **2. General provisions**

#### **Purpose of the contract:**

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

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

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

**Risks covered:**

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

**Death following an Accident**

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

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

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

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

**Permanent disability following an Accident**

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

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

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

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

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

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

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

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

**Search and rescue costs**

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

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

**Transport to a Hospital**

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

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

**Medical repatriation**

If the Insured suffers Physical Injuries subsequent to an Accident, the Insurer shall reimburse all of the repatriation costs that are the direct consequence of this and have been incurred reasonably and of necessity within 7 days of the date when the Accident occurred, with the day of the Accident being considered to constitute the 1st day.

The Insurer does not take responsibility for organising medical repatriation.

**Age limit:**

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

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

**Beneficiaries in the event of death:**

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

In the event of the Insured's death, the beneficiaries are:

- The designated beneficiary or, failing that;
- The unseparated spouse of the Insured or, failing that;
- The Partner of the Insured or, failing that;
- The children of the Insured or, failing that;
- The grandchildren of the Insured or, failing that;
- The parents of the Insured or, failing that;
- The brothers and sisters of the Insured or, failing that;
- The rightful claimants of the Insured, with the exception of the State.

Creditors, including Inland Revenue, may not lay claim to benefiting from the compensation.

**Aviation risk:**

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

**Exclusions**

**The guarantees do not apply in the following cases:**

- **War, Civil War. However, the guarantee is still granted to the Insured for 14 calendar days from the start of the hostilities when he or she is surprised by these events whilst Abroad and insofar as he or she has not actively participated in them.**
- **Intentional acts and/or provocations and/or manifestly reckless acts, unless what is involved is a considered attempt to save people and/or animals and/or goods.**
- **Intoxication.**
- **Suicide or attempted suicide.**
- **Nuclear reactions and/or radioactivity and/or ionising radiation, unless these elements are involved in an essential medical treatment subsequent to a covered injury.**
- **Sports, including training, played professionally and/or for a sum of money, as well as playing as an unpaid amateur in the case of the following sports: aerial sports, with the exception of travelling in a hot air balloon.**

- Mountaineering, climbing, off-trail hiking and/or hiking in areas subject to official warnings.
- Big game hunting.
- Ski jumping, alpine skiing and/or snowboarding and/or cross-country skiing done off usable trails and/or in areas subject to official warnings.
- Caving, rafting, canyoning, bungee jumping, and underwater diving with an independent breathing apparatus.
- Martial arts.
- Competitions involving motor vehicles, with the exception of tourist car rallies for which no time or speed requirements are imposed.
- Participation in and/or training for and/or preparatory trials for speed races.
- Bets and/or challenges, quarrels and/or clashes, apart from in the case of legitimate self-defence (with a report issued by the authorities providing proof of this).
- Unrest and measures taken with a view to combating this unrest, unless the Insured and/or the beneficiary prove that the Insured did not actively take part.

#### Compensation

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

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

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

#### 3. Loss declarations

- A. The Policyholder must, as soon as possible, inform the Insurer of the advent of the Incident using the documents made available. It must be informed immediately of any fatal Accident.
- B. The Insured must immediately provide the Insurer with any useful information and respond to the requests made of him or her in order to determine the circumstances and establish the extent of the Incident.
- C. The Insured must take all reasonable measures in order to prevent and lessen the circumstances of the Incident.

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

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

#### 4. Intervention limits

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

- Death following an accident - € 200,000
- Permanent disability of 66% or more following an accident - € 200,000
- Permanent disability of 25% to 66% or more following an accident - € 2,400 per percent of permanent partial disability, from 25% upwards, maximum of 205,000 Euros

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

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

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

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

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

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

#### F. 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.

## EUROP ASSISTANCE

### Preamble

The general terms and conditions set out in detail below define all the assistance services provided by EUROP ASSISTANCE (Belgium) and ING VISA Classic & Assistance contract.

## 1. Conditions of application

### 1.1 General definitions

**The insurer:** Europ Assistance (Belgium) s.a., Company registration number 0457.247.904, recognized under code number 1401 of the Royal Decree of 02.12.1996 (Moniteur belge of 21.12.96) to exercise branches 13,16 and 18 (Assistance) in Grand Duchy of Luxembourg, with its registered offices at 172 Boulevard du Triomphe, 1160 Brussels.

**The policyholder:** ING Luxembourg S.A., with registered offices at 26, Place de la Gare, L-2965 Luxembourg, registered in the trade register of Luxembourg under code number B 6041.

**The insured:** Persons insured (Hereinafter referred to as "insured") domiciled and habitually reside in one of the countries indicated under Article 1.2.1 :

- The cardholder ING Visa Classic & Assistance
- The legally married couple or couple living together, and the unmarried partner of the cardholder ING Visa Classic & Assistance as stipulated in the Luxembourg law of 9 July 2004 related to the legal effects of partnership
- Each person living with the cardholder ING Visa Classic & Assistance
- - The unmarried children (militiamen, students,...) of the cardholder ING Visa Classic & Assistance residing elsewhere than the cardholder are also insured.
- - The unmarried child of the cardholder ING Visa Classic & Assistance under 25 years old, domiciliated in a country of Europe in case of divorced or separated parents
- - Each person traveling free of charge (excluding hitch-hikers) in case of a road accident, breakdown, theft or car-jacking of the insured vehicle.

**Insured vehicle:** The vehicle in order of technical control and identified by its registration plate under the special terms and conditions: each two-wheeled vehicle, vehicle used for tourism and business purposes, all purpose vehicle, motor-home, van which the maximum authorised mass (MAM) does not exceed 3,5 tons of the cardholder ING Visa Classic & Assistance

The trailer towed by the vehicle mentioned in the special term and conditions: the trailer for luggage (max 750 Kg), the trailer for a yacht (5.1.2.11), the non-site caravan or camping car, the MAM of which does not exceed 3,5 tons or of which total length does not exceed 6 metres.

**Guaranteed habitation:** Domicile of the cardholder ING Visa Classic & Assistance. For the services mentioned in article 6, the guaranteed habitation is extended to the second residence of the insured, as far as the second residence is located in Europe.

**Domicile:** The place where the insured is entered on the population register or on any other comparable administrative register.

**Country of residence:** The country, in which the domicile of the insured is located, provided that this country is included under Article 1.2.1.

**Country of origin:** This is understood as one of the countries listed under Article 1.2.2, the nationality of which is held by the insured.

**Illness:** An unforeseeable organic or functional alteration of health, giving rise to objective symptoms and requiring medical care, certified by a doctor.

**Accident (person):** A sudden and fortuitous event, unintended by the victim, which produces an injury that can be objectively certified.

**Accident (vehicle):** Any collision or impact with a stationary or mobile body, overturning, coming off the road or fire making it impossible to use the vehicle under normal safety conditions as defined by the rules of the road.

**Breakdown:** All mechanical, electrical, electronic or hydraulic defects affecting the vehicle and preventing it from being used normally. Also

covered: burst tyres, loss of keys and fuel errors (with the exception of an empty fuel tank).

**Loss:** Random event, entitling victim to coverage under this policy.

**Excess:** Part of the indemnity to be paid by the insured.

**Luggage:** Personal effects brought by the insured or transported on board the insured vehicle, including cats and dogs but excluding all other animals. The following are not regarded as luggage: gliders, commercial goods, scientific equipment, construction materials, furniture, horses or cattle.

**Hotel costs:** "Hotel costs" mean the cost of a room with breakfast up to the amounts provided for in the agreement and excluding all other costs.

### 1.2 Geographic definitions

#### 1.2.1 Countries in which your domicile must be located

The countries of the European Community, plus Norway, Monaco, Andorra, Liechtenstein and Switzerland..

The islands and departments situated outside the European continent are excluded.

#### 1.2.2 Countries regarded as countries of origin

The countries of the European Community plus Norway, Monaco, Andorra, Liechtenstein and Switzerland..

The islands and departments situated outside the European continent are excluded.

#### 1.2.3 Geographic scope of assistance services

- a) Assistance to persons (Chap. II) and Travel assistance (Chap. III)  
Depending on which letter, D or E, is indicated in each article, the services apply to claims arising:  
D = in the country of residence of the insured, as defined under Article 1.1;  
E = abroad, in other words throughout the world with the exception of the excluded countries (mentioned below) and of the country of residence of the insured.  
D/E = both in the country of residence and abroad with the exception of the excluded countries (mentioned below).
- b) Countries in which assistance with vehicles applies (Chap. V)  
Depending on which letter, D or E, is indicated in each article, the services apply to claims arising:  
D = in the country of residence of the insured, as defined under Article 1.1, the insured being the habitual driver of the insured vehicle;  
E = abroad, namely in the countries listed below, with the exception of the excluded countries (mentioned afterwards) and of the country of residence of the insured, who is the habitual driver of the insured vehicle: Andorra, Austria, Belgium, Byelorussia, Bosnia Herzegovina, Bulgaria, Croatia, Cyprus, Czech Republic (European part), Denmark, Estonia, Finland, France except the overseas territories, Germany, Gibraltar, Greece and islands, Hungary, Ireland, Italy and islands, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia, Malta, Monaco, Montenegro, Netherlands, Norway, Poland, Portugal except for Madeira, Romania, Russia (Federation - European part), San Marino, Serbia, Slovakia, Slovenia, Spain (except for Canary Islands), Sweden, Switzerland, Turkey (European part), Ukraine, United Kingdom, Vatican.  
Countries excluded from all assistance services as regards both persons and vehicles
- c) The following countries are always excluded from all assistance services as regards both persons and vehicles:  
Afghanistan, Antarctica, Bouvet Island, Christmas Island, Cocos Islands, Falkland Islands, Heard et McDonald Islands, Minor Islands, Solomon Islands, Kiribati, Marshall, Micronesia, Nauru, Niue, Belau, Pitcairn Islands, Western Sahara, St Helena, Samoa, Somalia, French Southern Territories, Western Timor, Tokelau, Tonga, Tuvalu, Wallis and Futuna Islands, British Indian Ocean Terr., South Georgia & S. Sandwich, U.S. Minor Outlying Islands, Vanuatu.  
Countries or regions currently in a state of civil or foreign war, and those in which safety cannot be guaranteed due a riots,

revolutions, strikes or other fortuitous events of a kind preventing the enforcement of this agreement.

### **1.3 Miscellaneous conditions**

#### **1.3.1 Nature and duration of trips covered abroad**

All private and business trips are covered. In case of business trips, administrative, commercial or cultural activities only are covered. Dangerous activities such as acrobat, tamer or diver are excluded. Following professional activities are also excluded: rising roofs, ladders or scaffolding; raids in wells, mine-shafts or quarries; manufacture, use or manipulation of fireworks or explosives.

This contract covers travelling abroad. If the journey abroad lasts more than three consecutive months, the events giving rise to the services guaranteed are exclusively those that occur before the expiry of the first three months. Return trips lasting less than 15 days will not be considered as an interruption of the three-month period.

#### **1.3.2 Replacement vehicle**

§ 1 Where a replacement vehicle is provided under this contract, the insurer will make available, within the limits of local availability, a vehicle corresponding to category B of car hire companies. The insurer will refund to the insured the taxi costs he incurs fetching and returning the replacement vehicle.

§ 2 The insured undertakes to comply with the hire company's general terms and conditions when the replacement vehicle is made available to him. He will pay the costs arising from the use of the rented vehicle after the period covered, fines, fuel costs, tolls, additional insurance and the insurance excess for damage caused to the vehicle.

#### **1.3.3 Tickets**

If the insurer transports or repatriates the insured, the tickets covered (unless otherwise advised by a doctor) are either train or aeroplane tickets, depending on local options. If the distance to be travelled is less than 1 000 km, first class train tickets only will be issued.

#### **1.3.4 Service provider**

The insured may at all times refuse the service provider the insurer sends him (e.g., the breakdown service, repair technician, transporters). In this case, the insurer will propose to the insured other service providers in the neighbourhood within the limits of local availability.

The work and repairs of the service provider are subject to the agreement and control of the insured. It is advisable to ask for a quote beforehand regarding the costs for repairs and spare parts not covered by the insurer.

The service provider bears sole responsibility for work or repairs carried out.

#### **1.3.5 Assistance on request**

Under certain conditions to be agreed in advance, the insurer will place his resources and experience at the disposal of the insured in order to help the insured, even when the assistance of the insurer is not guaranteed by the contract. The insured must pay all costs. Please consult our services.

### **1.4 Accessibility of our services**

Our assistance services are accessible 24 hours a day, 7 days a week, at the following number:

- Phone : + 32.2.541.90.19.
- E-mail : help@europ-assistance.be
- Fax: + 32.2.533.77.75

## **2. Assistance to persons in the event of illness, injury and death**

The services in chapter II apply in the event of illness - injury - death of a policyholder while travelling.

- The services of the insurer cannot be a substitute for interventions of public services, especially emergency aid.
- If the insured is ill or injured while travelling, he should first contact local help (ambulance, hospital, doctor) and then give the insurer the name and address of the doctor that is treating him.

### **2.1 Visit to the hospitalized person (D/E)**

When the insured are hospitalized while travelling and are not accompanied by a close relation and the doctors do not allow his transport or repatriation within 5 days of his hospitalization:

- the insurer organizes and pays for the round trip travel of a close relation of his choice from one of the countries mentioned in 1.2.2 to enable them to come to his bedside;
- the insurer books them a hotel room located near the hospital dependent on local availability and pays the hotel costs up to a limit of 100 EUR per night for 10 nights maximum for the length of the hospitalization.

If the hospitalized person is under 18 years old, the stay of maximum 5 days is not required and the father and mother can come to his bedside the same way, the transport costs are for the insurer.

### **2.2 Transport/repatriation of the ill or injured person (D/E)**

When the insured is hospitalized following an accident or an illness which occurred while travelling and the doctor that treats him on-site allows his transport or repatriation, the insurer organizes and pays for a few medical requirements:

- either the insured returns to his domicile or to a suitable hospital near his domicile;
- either the insured returns to his country of origin or place of residence of his spouse, father, mother or children or to a suitable hospital near this place of residence.

Depending on the medical requirements, transport will be made under medical supervision and by light sanitary vehicle, ambulance, sleeping car, train in first class (couchette or seat), airliner or air ambulance. Only the medical interest of the insured and adherence to the sanitary regulations in force are taken into consideration to halt the decision of transport and the means used for the transport.

The final decision concerning the repatriation of the insured belongs to the doctors of the insurer, after consulting the local doctors and if necessary the usual attending physician. If the insured refuses to follow the decision considered to be the most expedient by the doctors of the insurer, the insured explicitly relieves the insurer of all responsibility.

If the medical safety of the insured requires a primary transport to local health care facilities before his return to facilities near his domicile, the insurer also organizes and pays for this primary transport. If the insured wishes, the medical service of the insurer will reserve him a bed in the department where his hospitalization is scheduled.

### **2.3 Accompaniment of the ill or injured person (D/E)**

When the insured is transported or repatriated by the insurer according to art. 2.2, the insurer organizes and pays for the return of a person travelling with the insured or comes to the insured' bedside according to art. 2.1 to the place where the insured is repatriated according to art. 2.3. Depending on the opinion of the medical service of the insurer, the person accompanying the insured will return with him or separately.

If the person accompanying the insured during transport or repatriation wishes to return to their place of residence located in one of the countries defined in art. 1.2.2 afterwards, the insurer organizes and pays for their return to their place of residence.

### **2.4 Return of other policyholders (D/E)**

If the transport or repatriation of the insured under the conditions prescribed in art. 2.2 prevents other policyholders from continuing their travel by the means provided for initially:

- either the insurer organizes and pays for their return from the place of immobilization to their domicile;

- or the insurer covers the costs of the continuation of their trip, up to a limit of the costs that he would agree to pay for their return home.

### **2.5 Replacement driver (D/E)**

When the insured driver passes away while travelling or can no longer drive the insured vehicle following an illness or injury and if no other policyholder can replace them as driver:

- the insurer covers the salary and the travelling expenses of the driver whose mission is to bring back the vehicle to the domicile of the policyholder, habitual driver of the vehicle, by the most direct itinerary;
- the other return trip expenses (hotel costs, restaurant, fuel, tolls, maintenance or repair of the vehicle, etc.) remain at the expense of the insurer.

The insured vehicle must be in running order and conform to official regulations.

### **2.6 Assistance in the event of death (D/E)**

§ 1. If the insured passes away while travelling and the burial or cremation is to take place in the home country or in their country of origin of the insured, the insurer organizes the repatriation of the mortal remains from the hospital or the morgue to the home country or country of origin. The insurer takes care of:

- the costs of funeral treatment and casketing;
- the costs of the coffin and other special arrangements required for their transport up to a limit of 1,500 EUR;
- the costs of transporting the coffin but excluding the costs of the ceremony and burial.

§ 2. If the family of the insured wishes to have the mortal remains repatriated to a country other than the home country or country of origin, the insurer agrees to organize this repatriation and covers the costs up to a limit of disbursements that he would agree to as stipulated in § 1.

§ 3. If the burial or cremation took place in the country where the insured passed away, the insurer covers the following costs, up to the limit of all the disbursements that he would agree to as stipulated in § 1:

- the costs of funeral treatment and casketing;
- the costs of the coffin and funeral urn up to a limit of 1,500 EUR;
- the costs of transport on-site of the mortal remains excluding the ceremonial costs;
- the costs of repatriation of the urn to the home country or country of origin;
- a round trip ticket from one of the countries stipulated in art. 1.2.2 enabling a member of the family even a second cousin to go there.

§ 4. If the death of the insured prevents other insured, travelling with him to return to their home country by the means initially provided for, the insurer organizes and pays for the return of the other insured to their domicile.

### **2.7 Sending of eyeglasses, prosthesis, medications (E)**

When the insured is travelling and do not find similar or equivalent eyeglasses, prosthesis or medications and on the condition that they are indispensable and prescribed by a practitioner, the insurer orders them in the home country of the insured based on the indications of the insured and dispatches them to the insured by the means of the choice of the insurer. This service remains subject to the accord of the doctors of the insurer, local legislation and that the equivalent of the price of the object in EUR is to be remitted to the insurer in advance in Belgium by the means of the choice of the insured. The insurer pays the shipping costs of these objects, the purchase price remains at the expense of the insured.

### **2.8 Transport/ repatriation of luggage (D/E)**

The coverage of the insurer of the return home of the insured also includes the costs of transport of the luggage that he sends under the guarantee of a waybill delivered by a professional forwarder. The insurer declines all responsibility in the event of loss, theft or damage to luggage left inside the vehicle that he transports.

### **2.9 Mountain accidents: search costs (D/E)**

The insurer reimburses the insured, up to a limit of 5,000 EUR maximum, the costs of search and rescue, in the event of an accident on marked ski slopes open to skiers at the time of the accident. The insurer refunds the insured up to a limit of 5,000 EUR the costs of search and rescue operations in exposed mountain areas in order to save the life or body of the insured from damage if the rescue results from a decision taken by local authorities or official emergency rescue services.

Besides the bill of expenses, the insurer asks for an attestation of costs from the emergency rescue services or the local police force certifying the identity of the accident victim.

### **2.10 Mountain accidents: rescue costs (D/E)**

In the event of an accident on marked ski slopes open to skiers at the time of the accident, the insurer covers the costs of bringing the insured from the place of the accident to the nearest hospital.

### **2.11 Complementary reimbursement of medical expenses incurred abroad (E)**

When the insured is not affiliated with the National Health Service or any other equivalent health insurance in his home country, or when he is not in conformity with the regulations of the National Health Service or health insurance (notably if his subscriptions are not in order), the insurer will not intervene for medical costs.

§ 1. The complementary reimbursement covers care received abroad following an illness or accident which occurred while travelling and having an unforeseeable nature and without previous history.

§ 2. The complementary reimbursement intervenes after depletion of the indemnities to which the insured can claim for the same risks from social security, National Health Service and/or any other provision or insurance institution. The coverage of medical expenses stops when the repatriation of the insured is over or when he refuses or defers the offer the insurer to repatriate him.

§ 3. The medical costs incurred abroad that qualify for our complementary reimbursement are the following:

- medical and surgical fees;
- medications prescribed by a doctor;
- urgent minor dental care up to a limit of 200 EUR per person;
- hospital costs;
- costs of an ambulance ordered by a doctor for a local trip.
- Costs of prolonging the patient's stay at the hotel by doctor's orders, up to a limit of 100 EUR per day, during maximum 10 days, if the ill or injured person can not return to their home country on the initially scheduled date.

§ 4. The complementary reimbursement of medical costs cited in § 2 and § 3 is guaranteed up to a limit of 100 000 EUR per person and per year of insurance. Reimbursement will be made based on the following vouchers:

- A detailed medical report from the prescribing physician that is treating you abroad;
- Detailed accounts from social and/or insurance institutions that justify the reimbursements obtained as well as copies of invoices and bills;
- If the National Health Service or any other contingency or insurance agency refuses to intervene, the insured sends the the attestation of refusal and the original proofs of the disbursements to the insurer.

Reimbursement will be made with the deduction of an excess of 75 EUR per claim. For urgent minor dental care an excess of 50 EUR is in application.

### **2.12 Advance for hospital costs (E)**

When the insurer makes an advance of the guaranteed costs to the hospital as mentioned in art. 2.11§ 3, the insurer sends the insured the health bills for which he has advanced the costs. It is incumbent on the insured to send them to his social security office and/or any other insurance institution and to reimburse the insurer the deterrent fee

that they pays the insured. The costs of transaction are at the expense of the insured.

### **2.13 Primary transport (D)**

In the event of accident or illness which occurs while travelling in the home country of the insured, the insurer pays the costs of the primary transport (ambulance) of the insured up to a limit of 125 € after the intervention of the National Health Service or health insurance.

### **2.14 Ski-pass and ski lessons (D/E)**

If the condition of the ill or injured insured leads to hospitalization for more than 24 hours and/or a repatriation organized by the insurer, their ski-lift pass as well as ski lessons will be reimbursed prorata for the time that they could not be used. The reimbursement of the insurance company is limited to 200 EUR incl VAT for the whole coverage.

### **2.15 Pet (E)**

In the event of accident or illness of an animal (dog or cat) that accompanies an insured, with vaccinations in order, the insurer pays the veterinary costs up to a limit of 75 EUR maximum upon presentation of original receipts.

The same as for the repatriation of an insured that is ill or injured, the insurer will also cover the costs of the return of the domestic animal (dog or cat) left unguarded if no other insured can take care of it.

## **3. Travel assistance**

### **3.1 Loss or theft of travel documents and travel tickets (E)**

§ 1. If identification papers (identity card, passport, driving licence) are lost or stolen while travelling, the insurer advises the insured about the steps that need to be taken.

The insurer covers the administrative costs for the renewal of the papers of the insured as well as the transport costs to carry out the necessary administrative measures up to a limit of 500 EUR max. The insured must supply the insurer with original receipts for his expenses.

§ 2. If travel tickets are lost or stolen while travelling, the insurer places at the service of the insured to order at his expense the necessary tickets to continue his trip.

### **3.2 Loss or theft of luggage (E)**

If the luggage of the insured is lost or stolen while travelling and under the condition that he has reported it to the local authorities, the insurer organizes and pays for the sending of a suitcase containing personal belongings. The insurer comes to pick up this suitcase at the domicile of the insured to send it to the place of stay of the insured.

### **3.3 Early return because of hospitalization of close family (D/E)**

§ 1. When the spouse, father, mother, father-in-law, mother-in-law or child older than 18 years old of the insured is unexpectedly hospitalized in one of the countries listed in articles 1.2.1 and 1.2.2 for more than 5 days while the insured is travelling and the local doctor certifies that the seriousness of the condition of the patient justifies his presence at their bedside, the insurer organizes and pays for:

- either the one-way return to the country of the hospitalization of all insured that have the same required family relationship with the patient as well as the minors that accompany them. The cost of this return is only covered by the insurer up to the limit of the cost of the return to his/their domicile.
- or round trip tickets for certain insured that have the required family relationship up to the limit of the total cost of the tickets to return in accordance with the preceding paragraph. The return at the cost of the insurer must occur within 15 days of their outward journey at the latest.

§ 2. If in the framework situation described in article 3.3. §1, the insured must abandon his insured vehicle on-site and none of the persons

which accompany him can drive it and he will not be returning there, the insurer sends a driver to bring it back to the domicile of the insured under the same conditions as in art. 2.5.

### **3.4 Early return in case of hospitalization of your child under 18 years old (D/E)**

§ 1. When the child of the insured under 18 years of age must be unexpectedly hospitalized in one of the countries listed in articles 1.2.1 or 1.2.2 for more than 48 hours while the insured is travelling, the insurer organizes and pays for his return to his home country. If the child or the insured is hospitalized in a country other than the home country of the insured, the insurer organizes and pays for his trip to that country up to the limit of the cost of his repatriation to his home country.

§ 2. If, as part of the situation described in article 3.4. §1, the insured must abandon his insured vehicle on the spot and none of the persons that accompany him can drive it and he will not be returning there, the insurer sends a driver to bring it to the domicile of the insured under the same conditions as in art. 2.5.

§ 3. If the insured cannot rejoin his child immediately, the insurer keeps the insured informed about the progress of the child's health.

### **3.5 Early return following a death (D/E)**

§ 1. When a member of the family (your spouse, parents, parents-in-law, children, children-in-law, brothers, brothers-in-law, sisters, sisters-in-law, paternal and maternal grandparents, paternal and maternal grandparents of your spouse, grandchildren and grandchildren of your spouse) of the insured passes away unexpectedly while the insured is on a personal trip, the insurer organizes and pays for the one-way return to the home country or the country of origin of all insured that have this same required family relationship with the deceased. A death certificate emanating from the local authorities and that justifies the family relationship must be sent to the insurer as quickly as possible.

§ 2. If certain insured persons having the family relationship with the deceased in question in §1 prefer to remain on-site, the insurer makes available one or more round trip tickets to the other insured with the required family relationship up to the limit of the total cost of the one-way tickets to return that the insurer would have covered the cost of according to the preceding paragraph. The return at the cost of the insurer must be made within 7 days of the funeral.

§ 3. If the funeral of the deceased takes place in a country other than the home country or country of origin of the insured and if he wishes to attend, the insurer intervenes up to a limit of the costs that the insurer would have agreed to cover if he paid for a one-way return to the domicile of the insured.

§ 4. If, under the circumstances described in article 3.5 §1, the insured must abandon his insured vehicle on-site and none of the persons that accompany the insured are able to drive it and the insured will not return on-site, the insurer sends a driver to bring it to the domicile of the insured under the same conditions as in art. 2.5.

### **3.6 Early return because of a serious accident to the domicile (D/E)**

If the presence of the insured is required, when his domicile is seriously damaged as the result of a fire, water damage, storm, hail, explosion, implosion or theft with forcible entry while the insured was travelling, the insurer organizes and pays for the transport of a insured to enable them to return to their domicile and then return, if necessary, to the place of stay. The return to their place of stay should be made within 15 days.

The proof of accident emanating from local authorities must be sent to the insurer as quickly as possible.

### **3.7 Transmission of urgent messages (D/E)**

If the insured is unable to contact a person in one of the countries listed in article 1.2.1, the insurer transmits the urgent national and international messages of the insured following a serious incident (illness, injury or accident) at his cost.

The contents of the message cannot engage our responsibility and must abide by Luxembourg and international legislation.

### **3.8 Advance of money (E)**

If the insured has made a request for assistance covered by the present contract and if the insured is confronted with unexpected expenses, the insurer makes the amount that the insured needs in foreign currency available to him at his request up to a limit of 2,500 EUR maximum. A guarantee of reimbursement will be required before these funds are advanced.

### **3.9 Assistance interpreter (E)**

When the insured benefits from a guaranteed assistance abroad, the services or the correspondants of the insurer will help him if the insured has serious problems understanding the language spoken in the country where he is.

### **3.10 Assistance in the event of legal proceedings (E)**

If the insured is the subject of legal proceedings abroad following a traffic accident, the insurer advances him, from the setting up of a guarantee or deposit an equivalent amount in his favour:

- the amount of the bond required by the authorities, up to a limit of 12,500 EUR maximum per insured that has proceedings instituted against them. For the application of this service, the insurer asks the insured for a certified copy of the ruling of the authorities.
- the fees of a lawyer that the insured has freely chosen abroad, up to a limit of 1,300 EUR maximum.

The insured commits to reimbursing the insurer these advances at the latest 30 days after the payment of the insurer

The insurer does not intervene for judicial continuation in the home country of action taken against the insured while abroad.

## **4. Travel information assistance**

### **4.1 Our Info Service: how do I reach them?**

The Travel Information Service of the insurer is open from Monday to Saturday from 9am to 6pm (Belgian time), except bank holidays. It will inform you about questions concerning:

- passports;
- vaccines;
- climates;
- sanitary conditions of the country;
- hotels;
- touristic interest (monuments, museums, archeological sites, etc.).

This information is obtained and supplied exclusively by telephone. Certain questions may require some time to answer.

The insurer is by no means responsible for the interpretation or use that the insured will make of the information received. Information is given in French, Dutch or English.

## **5. Assistance to immobilized insured vehicles and passengers in the event of breakdown, accident or vehicle theft**

### **5.1 Vehicle(s)**

#### **5.1.1 Special application conditions**

**Vehicle registration:** The vehicle must be registered in one of the countries of the European Community, plus Norway, Monaco, Andorra, Liechtenstein and Switzerland.

**Investitive facts:** The services cited in article 5.1.2 are applicable in the event of breakdown, accident, theft, attempted theft or act of vandalism to the insured vehicle.

**The insured:** The physical person defined in article 1.1 as the habitual driver of the insured vehicle and the passengers.

### **5.1.2 Guarantees**

#### **5.1.2.1 Breakdown service/ towing/ transport in the home country (D)**

§ 1. When the insured vehicle of the insured is immobilized in his home country, the insurer organizes and pays for the sending of a breakdown mechanic. If the vehicle of the insured is not repairable on-site, the insurer organizes at his cost:

- If your vehicle is repairable on the day of the call:
  - the towing of the vehicle to the nearest garage or, if the vehicle is under manufacturer's guarantee, to the manufacturer authorized garage nearest to the place of immobilization;
  - the transfer of the immobilized driver and passengers to the garage where the vehicle is taken.
- If the vehicle is not repairable on the day of the call:
  - the towing of the vehicle to the garage that the insured has specified to the insurer in his home country;
  - the transfer of the immobilized driver and passengers either to the garage where the vehicle is taken or to the domicile of the insured.

§ 2. If the insured called a breakdown mechanic without the intervention of the insurer, the insurer refunds the insured the costs of breakdown service/towing up to a limit of 200 EUR per breakdown service.

§ 3. The costs of repairs and supplied parts remain at the expense of the insured.

#### **5.1.2.2 Breakdown service/towing/transport abroad in the event of immobilization of the vehicle for less than one day (E)**

§1. When the insured vehicle is immobilized abroad and repairable in the day, the insurer organizes and pays for the sending of a breakdown mechanic. If the vehicle is not repairable on-site, the insurer organizes at his cost:

- the towing of the vehicle to the nearest garage or if the vehicle is under manufacturer's guarantee, to the manufacturer authorized garage nearest to the place of immobilization;
- the transfer of the immobilized driver and passengers to the garage where the vehicle is taken.

§ 2. When the insured called a breakdown mechanic without our intervention, the insurer refunds the insured the costs of breakdown service/towing up to a limit of 200 EUR per breakdown service.

§ 3. The costs of repair and supplied parts remain at the expense of the insured.

The insurer searches for and sends the insured, at his cost, the parts that are indispensable to the smooth operation of the insured vehicle if the garage owner cannot find them locally. The price of the parts remains at the expense of the insured.

#### **5.1.2.3 Dispatch of spare parts (D/E)**

The insurer searches for and sends the insured, at his cost, the parts required for the smooth operation of the insured vehicle if the garage owner cannot find them locally. The insured commits to reimburse the insurer for them at the price incl VAT in force in the country where the insurer purchased them. Every ordered part is owed.

If the price of the parts exceeds 500 EUR, the insurer will ask for them to be paid for in advance.

The unavailability of parts in the home country and the discontinuation of production by the manufacturer constitute a case of force majeure which may delay or render the execution of this commitment impossible.

#### **5.1.2.4 Lodging and transport of the immobilized driver and passengers while waiting for repairs of more than one day (E)**

§ 1. When the insured vehicle is not repairable during the day, the insurer offers the insured the choice:

- either the insurer contributes to the hotel costs for 2 nights up to a limit of 100 EUR inc.VAT per night of the insured, while waiting for repairs;

- or, if the insured wishes to continue his trip without waiting for the repairs to be finished: the insurer organizes and pays for all the immobilized persons (driver and/or passengers) up to a limit of 300 EUR maximum:
  - contingent on local availability, a means of transport of your choice enabling the immobilized driver and/or passengers to arrive at the destination, and
  - the return of the driver to the place of immobilization of the vehicle in order to recover the repaired vehicle.

The services mentioned above do not apply if the insured benefits from a replacement vehicle in accordance with article 5.2.

§ 2. Once accorded, the covering of the costs mentioned in §1 remain acquired by the insured even if it turns out later that the vehicle cannot be repaired.

#### 5.1.2.5 Repatriation of the immobilized vehicle for more than 120 hours abroad (E)

§ 1. If the insured vehicle is not repairable abroad within 120 hours (lead time according to mechanics quote) from the date of the immobilization of the insured, the insurer offers the insured the choice:

- either the insurer proceeds at his cost with the repatriation of the insured vehicle to the garage near the domicile of the insured that he has specified to us;
- or, if the insured prefers to have it repaired on the spot, abroad: the insurer puts a replacement vehicle at the disposal of the insured for a maximum duration of 5 days, contingent on local availability. The costs of the replacement vehicle, hotel, local transport and other expenses are limited to a maximum of 400 EUR incl VAT. If the insured is no longer on-site when the vehicle is repaired, the insurer provides the insured with a ticket so that he can recover it himself.
- or, if the insured decides to abandon the wreck of his vehicle on the spot, the insurer handles the formalities of its legal abandonment as well as the costs of guarding it before the abandonment for a maximum of 10 days.

§ 2. The repatriation service of the vehicle described in § 1 will not arise when the vehicle is:

- assessed as a total loss (technically irreparable);
- assessed as an economic loss (the costs of repair are greater than the catalogue value according to the Eurotax "purchase" listing);
- the catalogue value according to the Eurotax "purchase" listing or the salvage value is less than the cost of repatriation;
- destined for demolition.

In this case the insurer handles the formalities of its legal abandonment.

#### 5.1.2.6 Repatriation of the driver and passengers immobilized for more than 120 hours abroad (E)

If the insured vehicle benefits from one of the services stipulated in article 5.1.2.5, the insurer proceeds with repatriation of the immobilized driver and/or passengers according to the following options:

- Either they wish to be repatriated without waiting: the insurer organizes and pays for their return to his/their domicile;
- Or they wish to continue their voyage and be repatriated afterwards:
  - the insurer organizes and pays for a means of transport of their choice enabling the immobilized driver and/or passengers to arrive at the destination up to a limit of 300 EUR maximum for all these persons and
  - the insurer organizes and pays for the return of the immobilized driver and/or passengers to his/their domicile as long as it is located in one of the countries mentioned in 1.2.1. The trip continuation service does not apply if the insured has chosen to have his vehicle repaired on-site, abroad as described in article 5.1.2.5.

#### 5.1.2.7 Assistance in the event of theft of the insured vehicle (D/E)

§ 1. When the insured vehicle is stolen while travelling, the immobilized driver and passengers have the right to the following services:

- if the vehicle is found damaged within 24 hours of the declaration of the theft to the authorities and if the immobilized driver and passengers wait there for the repairs to be completed, article 5.1.2.4 is in application;
- if the vehicle is not found within 24 hours of the declaration of the theft to the authorities, we organize and pay for the return of the immobilized driver and passengers to their domicile. For repatriation from abroad, article 5.1.2.6 is in application.

§ 2. If the insured vehicle is stolen during a trip and is found within 6 months of the date of the declaration of theft to the authorities, the insured has the right to the following services:

- If the insured vehicle is in running order and conforms to official regulations for driving on the highway and the insured is no longer on-site to recover it, the insurer sends a driver. Their mission is to bring the vehicle to your domicile by the most direct itinerary. The insurer covers the costs of their salary and travel expenses.

The other costs (fuel, tolls, maintenance or repair of the vehicle, etc.) remain at the expense of the insured.

- When the insured vehicle is found out of order or damaged, the insurer applies the intended services in the same way as the present chapter (breakdown service, towing, sending of parts, repatriation, guarding).

**§ 3. However, the services stipulated in § 1 and § 2 do not apply when the vehicle is stolen within a radius of 5 km from your domicile. The place of theft is that which appears in the declaration of theft to the authorities.**

#### 5.1.2.8 Guarding costs (E)

When the insurer transports or repatriates the insured vehicle, he covers the costs of guarding it from the day of the transport request to the day it is taken away by his transporter.

#### 5.1.2.9 Transport/ repatriation of luggage (E)

When the insurer proceeds with the return to the domicile of the insured following the theft or immobilization of the insured vehicle, the immobilized driver and passengers benefit from the services stipulated in article 2.8.

#### 5.1.2.10 Assistance for the trailer or caravan (D/E)

For the luggage trailer or the non-residential caravan mentioned in the special conditions and towed by the insured vehicle while travelling, the insurer applies the following rules depending on the circumstances:

- In all cases where the insurer transports or repatriates the insured tow vehicle, he tows, transports or repatriates the insured caravan or trailer.
- The insurer does the same when the insured tow vehicle is stolen or when the insured decides to abandon the wreck of the insured vehicle on the spot.
- In case of breakdown, accident, attempted theft or act of vandalism immobilising the insured caravan or trailer or if the insured caravan or trailer is stolen, it benefits from assistance services that are identical to those intended for the insured tow vehicle (breakdown service, towing, sending of spare parts, transport/repatriation, guarding).
- If the stolen insured non-residential caravan or trailer is found in running order within 6 months of the date shown on the declaration of theft made to the authorities and if the insured is no longer on-site, the insurer reimburses you:
  - the costs of fuel and tolls to go and recover it;
  - if the round trip distance from the domicile of the insured exceeds 600 kms, the costs of a hotel for one night up to a limit of 100 EUR maximum.

#### 5.1.2.11 Transport -repatriation of a pleasure boat (D/E)

The insurer organizes and pays for the transport-repatriation of the pleasure boat mentioned in the special conditions and towed by the insured vehicle, under the following conditions and circumstances:

1° Conditions

- the boat is not larger than 6m long, 2.5m wide and 2m high

- the boat trailer is technically and legally able to carry it. If the boat trailer does not fulfil this condition or if it was stolen, the insurer can only proceed with the transport of the boat of the insured if he makes a replacement trailer available to the insurer on-site, at the expense of the insured.

2° Circumstances

- when the insured is transported or repatriated for medical reasons which prevent him from driving the tow vehicle and if no other insured that accompanies him can drive it for him.
- when the boat trailer or tow vehicle is transported or repatriated by the insurer;
- if the tow vehicle is stolen or when the insured abandons the wreck of the insured vehicle on-site.

## 5.2 Replacement vehicle

### 5.2.1 Special application conditions

**Vehicle registration:** This article is only in application when the vehicle is registered in of the countries mentioned in 1.2.1.

**The insured:** In derogation to the definition resumed in article 1.1, the insured affected here is the physical person, habitual driver of the insured vehicle, holder of a driving licence and older than 18 years of age.

### 5.2.2 Replacement vehicle guarantees

#### 5.2.2.1 Replacement vehicle in the event of breakdown or accident (D)

§ 1. In derogation to article 5.1.2.1§1, the following guarantees are in application:

When the insured vehicle is immobilized following a breakdown or accident in the home country of the insured, the insurer organizes and pays for:

- the sending of a breakdown mechanic on-site and, if necessary, the towing of the vehicle to the nearest garage or if the vehicle is under manufacturer's guarantee, to the manufacturer's authorized garage nearest to the place of immobilization;
- the transfer of the immobilized driver and passengers to the garage where the vehicle is taken.

If the immobilized vehicle is not repairable within two hours of the on-site arrival of the breakdown mechanic of the insurer, the insurer organizes and pays for:

- the transport of the vehicle to the garage that the insured has specified to the insurer in his home country;
- the availability of a replacement vehicle for a maximum of 120 consecutive hours, in function of the local availabilities. The replacement vehicle is only supplied for the duration of the immobilization of the insured vehicle. It is covered by a global insurance with the excess remaining at the expense of the insured. The insured accepts to comply with the general conditions of the rental company (deposit, age limits, etc...)

§ 2. The availability of a replacement vehicle is excluded in the following cases:

- immobilization following a lack of maintenance of the concerned vehicle or to cover the duration of regular maintenance;
- when the insured has not called for the intervention of the insurer for the breakdown service/towing of the immobilized vehicle from the start of its immobilization.

#### 5.2.2.2 Replacement vehicle in the event of vehicle theft (D)

§ 1 If the insured vehicle is stolen in the home country of the insured, the insurer organizes and pays for the availability of a replacement vehicle for a maximum duration of 120 consecutive hours, in function of the local availabilities, dating from the declaration of the theft to the authorities, and if the vehicle is not found in running order before the expiry of this time. It is covered by a global insurance and the excess remains at the expense of the insured.

The insured accepts to comply with the general conditions of the rental company (deposit, age limits and others)

§ 2 The replacement vehicle is excluded in case the insured has not made a declaration of theft to the authorities and did not give the insurer the references of the filed statement

#### 5.2.2.3 Replacement vehicle in the event of attempted theft or acts of vandalism (D)

If the insured vehicle is immobilized following an attempted theft, act of vandalism or a fire in the home country of the insured, or following an accident which occurred at the domicile (fire, water damage, storm, explosion, hail, flood) of the insured, the insurer organizes and pays for the availability of a replacement vehicle for a maximum duration of 120 consecutive hours, in function of the local availabilities, dating from the day of the accident. The replacement vehicle is only supplied for the duration of the immobilization of the insured vehicle.

It is covered by a global insurance and the excess remains at the expense of the insured.

The insured accepts to conform to the general conditions of the rental company (deposit, age limits, etc.).

## 6. Home Assistance

### 6.1 Home assistance

#### 6.1.1 Medical assistance for injured policyholders

If after an accident which occurred in the guaranteed habitation (excluding illnesses) and the intervention of first aid personnel and/or the attending physician, the insured cannot be treated on-site and must be hospitalized, the insurer organizes and covers the costs of their transport by ambulance from the guaranteed habitation to the nearest hospital, under medical supervision if necessary.

After the hospitalization, the insurer organizes and covers the costs of return transport to the guaranteed habitation if the insured is not able to move themselves under normal conditions.

#### 6.1.2 Home helper

If, following an accident, the insured, father or mother of children under 18 years of age, must be hospitalized for less than 3 days, the insurer covers the costs of a home helper up to a limit of 25 EUR per day for a maximum of 8 days.

#### 6.1.3 Child-care for children under 18 years old

If, following an accident which occurred in the guaranteed habitation, an insured father or mother of children under 18 years of age, must be hospitalized for a duration of 3 days, the insurer covers the costs of child-care up to a limit of 75 EUR per day for 2 days maximum.

#### 6.1.4 Domicile uninhabitable

If the guaranteed habitation is damaged and rendered uninhabitable as a result of fire, explosion, implosion, water damage, theft, vandalism or broken windows and no longer allows the insured to abide properly, the insurer covers:

- the hotel costs (room and breakfast) during two nights for the insured up to a limit of 100 EUR per night and per room. The insurer also takes care of booking the hotels and covers the travel costs of the policyholder if they aren't able to travel by their own means.
- the guarding costs. If the habitation requires surveillance in order to prevent the theft of the goods that remain there, the insurer looks for a guardian to watch over the premises and covers the costs of this presence for 48 hours.
- the transfer costs of home furnishing. The insurer looks for and covers the costs of hiring a commercial vehicle to be driven with an HGV licence, to enable the policyholder to remove objects remaining in the damaged habitation. This coverage is limited to 250 EUR.
- the costs of relocation. If the habitation is not habitable within 30 days from the date of the accident surveillance, in accord with the insured, the insurer organizes and covers the costs of the transfer of home furnishings to the new place of residence in the country of

residence up to a limit of 250 EUR. Nevertheless, it should be made clear that the removal must be made at a maximum of 60 days after the date of the accident.

#### **6.1.5 Locksmith repair service**

If following the loss or theft of their keys, the insured cannot enter the guaranteed habitation, the insurer will cover the costs of travel and repairs made by a locksmith for the sum of 150 EUR maximum. One single intervention per year will be accorded per guaranteed habitation.

### **7. General exclusions and limitations of coverage for chapters II to VI**

#### **7.1 Exclusions**

Excluded from the coverage are:

- incidents or accidents that occur during motorized events (races, competitions, rallies, raids) in which you participate as a competitor or assistant to a competitor and generally incidents or accidents resulting from the use of a vehicle other than with care and attention (dangerous sports are not excluded);
- intentionally caused events by the policyholder;
- diagnoses and treatments ordered in the home country;
- the medical, paramedical, surgical, pharmaceutical and hospital costs of care received in the home country, whether or not resulting from an illness or accident occurring abroad or relating to a diagnosis made before traveling;
- the costs of eyeglasses, contact lenses, medical appliances and the purchase or repair of prosthesis;
- check-ups, periodical examinations for control or observation as well as the preventive medicine;
- health cures, stays and care for convalescence, rehabilitation and physiotherapy;
- esthetic and dietetic treatments, as well as all costs of diagnosis and treatment not recognized by the INAMI or equivalent in the countries mentioned in 1.2.1 such as homeopathy, acupuncture, chiropractics, etc.;
- vaccines and vaccinations;
- ambulance costs in the home country, except if they are explicitly provided for by one of the clauses of the present contract;
- repatriation for benign conditions or lesions which can be treated on the spot and do not prevent you from continuing your journey or stay;
- depressive conditions and mental illnesses except if it is a first manifestation;
- pathological conditions known before departure;
- relapses or aggravations of an illness or pathological condition that existed before traveling;
- repatriation for organ transplant;
- conditions and events resulting from the acute or chronic use of drugs, alcohol or any other substance not prescribed by a doctor and that modify behaviour;
- conditions resulting from a suicide attempt;
- the pregnancy after the 28<sup>th</sup> week for travel by airplane, except written authorization of the gynaecologist and confirmed by the doctor of the concerned airline company (this concern for the well-being of the mother and the child)
- immobilization of the vehicle for maintenance operations;
- recurring breakdowns caused by the non-repair of the vehicle (eg: defective battery, etc.) after a first intervention by us;
- import duties;
- the price of spare parts, vehicle maintenance costs, the costs of any repairs whatsoever;
- the costs of fuel, lubricants and tolls except for cases explicitly expressed in the present contract;
- the costs of diagnosis and dismantling by the garage owner;
- the costs of restaurant and drinks;
- the costs or damages related to a theft other than those provided for by the agreement.

- and, in general, all expenses not explicitly provided for in the agreement.

#### **7.2 Exceptional circumstances**

The insurer is not responsible for delays, breaches or difficulties which may arise in the execution of services when he is not imputable or when they are the result of a force majeure.

### **8. Provisions common to all guarantees**

#### **8.1 Commitments of the insurer**

##### **8.1.1 Commitments**

When calling upon the guaranteed services of the insurer, the insured undertakes to:

- call the insurer as quickly as possible, except in the event of force majeure, so that he can efficiently organize the requested assistance and allow the insured to list the guaranteed disbursements;
- abide by the specific obligations of the requested services and which are stipulated in the present agreement;
- answer the questions of the insurer concerning the guaranteed events precisely and send them all useful information and/or documents;
- to take all reasonable measures to prevent or diminish the consequences of the accident;
- declare to the insurer all eventual other insurances having the same objective and bearing on the same risks as those covered by the present contract;
- supply the original receipts of the guaranteed disbursements; to supply the insurer with the receipt of the declaration of theft to the authorities when the theft generates a guaranteed assistance;
- deliver over to the insurer the travel tickets not used when the insurer covered those transports.

##### **8.1.2 Non-compliance of the commitments of the insured**

In the event of non-compliance of the obligations stipulated in 8.1.1, the insurer may:

- reduce the service due or reclaim his disbursements, up to the limit of his damages;
- refuse the service due or reclaim the entirety of his disbursements to the insured if the neglect of the insured was with fraudulent intent.

#### **8.2 The commitments of the insurer**

##### **8.2.1 Reimbursement of your guaranteed disbursements**

§ 1 The insurer undertakes to reimburse the insured the disbursements guaranteed by the present contract on the basis of original receipts.

§ 2 If the insurer authorizes the insured to advance the costs of guaranteed services himself, these costs will be reimbursed to him up to the limit of what the insurer would have agreed to if he would have supplied these services himself.

##### **8.2.2 Reimbursement of call charges**

The insurer covers the costs of telephone, telegram, fax, e-mail and telex that the insured has consented to while abroad to reach the insurer when his call is followed by an assistance guaranteed by the contract.

##### **8.2.3 Limitation to assistance services**

The guaranteed services can in no way constitute a source of enrichment for the insured.

They are meant to help the insured when uncertain or fortuitous events occur during the period of benefit.

### **8.3 Plurality of assistance contracts**

#### **8.3.1 Plurality of contracts with us**

If the same risk is covered by several contracts subscribed with the insurer, the guarantees of the different contracts are not cumutable. The conditions of the contract that offers the highest coverage will be in application.

#### **8.3.2 Plurality of contracts to several insurance companies**

If the same risk is covered by several insurance companies, the insured may, in the event of claim, ask for the indemnification of each insurance company, within the limits of their obligations. Except in case of fraud, none of the insurance companies can invoke the existence of other contracts covering the same risk in order to refuse their coverage. The responsibility of the claim is divided between the various insurance companies according to article 55 § 2 of the Law of 25 July 1997 for insurance contracts.

### **8.4 Legal framework**

#### **8.4.1 Subrogation**

The insurer is subrogated in the rights and actions of the insured against any party at fault up to the limit of the disbursements of the insurer.

Except in the event of malice, the insurer has no recourse against the descendants, ancestors, spouse and direct relatives by marriage, persons living under the roof or members of the household staff of the insured. Nevertheless, the insurer may exercise a recourse against these persons insofar as their responsibility is actually covered by an insurance contract or in the event of malice on their part.

#### **8.4.2 Acknowledgement of debt**

The insured commit to reimburse the cost of services that are not guaranteed by the agreement and that the insurer consented to him as an advance or voluntary intervention within one month.

#### **8.4.3 Prescription**

Any action stemming from the present agreement is prescribed within 3 years starting from the event that it resulted from.

#### **8.4.4 Jurisdictional clause**

All litigation relating to the present agreement is in the exclusive jurisdiction of the Luxembourg courts.

#### **8.4.5 Contract law**

The present contract is governed by the Law of 27 July 1997 for insurance contracts.

#### **8.4.6 Privacy protection**

In accordance with the law of 2 august 2002, on the protection of individuals with regard to the processing of personal data, the insured authorizes the insurer and the policyholder to check and process data that he receives or will receive, in order to appreciate the risks, to prepare, to dress, to manage, to perform the insurance contracts, to settle the contingent claims and to prevent fraud.

The controller is the insurer. He can disclose the data to third parties according with the terms and conditions set out in article 111-1 of the law on the insurance sector, modified on 6.12.1991, relating the professional secrecy on insurance.

The insured has a right of access and response that he can use by sending a written request to the controller.

#### **8.4.7 Clause of consent**

The insured allows the insurer to treat the medical or sensitive data that concern the insured as well as those of beneficiaries when necessary to ensure the following uses: the administration of support, expenses and detailed accounts of the support and the management of any eventual contentious matter.

#### **8.4.8. Primacy of the french version**

In case of differences between the French version of the General Terms and Conditions and the version in an other language, only the French version is taken into account.