

General terms and conditions
Visa Gold issued by
Banque Raiffeisen

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Introduction

The general terms and conditions set out below define and describe in detail all the assistance offered by EUROP ASSISTANCE under the BANQUE RAIFFEISEN VISA GOLD policy.

The original version of these general terms and conditions is in French (Conditions générales Visa Gold émises par BANQUE RAIFFEISEN). In the event of a discrepancy with a version in another language, only the French version will be binding.

Only the cover described in the special terms and conditions signed by the policyholder is available.

Preliminary note: Europ Assistance will not provide any cover, make any payments, pay any benefits or compensation or provide any benefit or service described in this document if it may, as a result, be liable to international sanctions, prohibitions or restrictions as defined by the United Nations, the European Union or the United States of America.

For more information, see <https://www.europ-assistance.be/fr/limitations-territoriales-business>

Chapter 1. Conditions of cover

1.1 Definitions

Insurer: Europ Assistance SA, a *société anonyme* (public limited company) governed by the French Insurance Code, whose registered office is at 1, promenade de la Bonnette, 92230 Gennevilliers, France, registered on the Nanterre Trade and Companies Register under number 451 366 405, acting through its Irish branch EUROP ASSISTANCE SA IRISH BRANCH, whose principal establishment is at 4th floor 4-8, Eden Quay, Dublin 1, Ireland, D01 N5W8 and registered with the Irish Companies Registration Office under number 907089. Europ Assistance S.A. is supervised by the *Autorité de Contrôle Prudentiel et de Résolution* (ACPR) located at 61, rue Taitbout, 754364, Place de Budapest CS 92459, 75436 Paris Cedex 09, Paris France. The Irish branch operates in accordance with the Code of Conduct for Insurance Undertakings issued by the Central Bank of Ireland and is registered in the Republic of Ireland under number 907089. Europ Assistance SA organises assistance services and administers assistance claims through its Europ Assistance Belgium branch, VAT no. BE 0738.431.009, registered on the Brussels legal entity register, Boulevard du Triomphe 172, 1160 Brussels.

Policyholder: Banque Raiffeisen Société Coopérative, 4 Rue Léon Laval, L-3372 Leudelange, for the benefit of the holder of the Visa Gold card

Insured persons: The insured persons (hereinafter referred to as “the insureds”) are, provided that they are domiciled in any of the countries referred to in section 1.3.1 and that they are habitually resident there:

- the holder of the valid Visa Gold card;
- the cohabiting spouse or partner;
- the unmarried descendants and first degree ascendants living in the household of the holder of the Visa Gold card;

- the unmarried children (those on military service, students, etc.) residing elsewhere but domiciled at the home of the holder of the Visa Goldcard continue to be insureds.

Home: The place where the holder of the Visa Gold card is registered on the population register or any other alternative administrative register.

Country of domicile: The country in which the holder of the Visa Gold card's home is located, provided that this country is included in Article 1.3.1.

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

Accident: A sudden and accidental event, unintentional on the part of the victim, which gives rise to an objectively identifiable injury.

Loss Event: Unpredictable event triggering the cover under this policy.

Excess: The proportion of the compensation payable by the holder of the Visa Gold card.

Luggage: Personal effects carried by the insured, 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 and livestock.

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

Cover: All the benefits to which we are contractually committed. Any amount set out in this policy (by way of reimbursement, direct payment, etc.) includes VAT.

Terrorism: Terrorism means an act or threatened act organised in secret for ideological, political, ethnic or religious purposes, carried out by an individual or a group and targeting people or partially or totally destroying the economic value of a tangible or intangible asset, either with a view to impeding the circulation and normal functioning of a service or a business and the subject of media coverage.

1.2 Purpose

The purpose of the policy is to protect the insured against losses through the cover and lump sum payments defined below.

1.3 Geographical definitions

1.3.1 The country in which the home of the holder of the Visa Gold card must be located

The countries of the European Union, plus Norway, Monaco, Andorra, Liechtenstein, the United Kingdom and Switzerland.

Islands and departments not located on the European continent are excluded.

1.3.2 Geographic scope of assistance services

Personal assistance and travel assistance services apply worldwide except in countries or regions affected by civil or foreign wars and those in which security is compromised by insurrections, riots, popular uprisings, acts of terrorism, restrictions on the free movement of persons and property, strikes or other unforeseeable events preventing the policy being implemented. The situation in excluded countries may change depending on domestic or international developments in the countries in which we carry on business. We follow the opinions and recommendations of the Ministry of Foreign Affairs on such matters.

- Countries, regions or areas for which the government has issued a general ban on travel or a ban on non-essential trips are excluded. Are either excluded countries that have imposed entry bans on nationals of countries whose nationality is held by beneficiaries under this policy.

- Covered countries (or any of their regions) may be subject to international sanctions, prohibitions or restrictions as defined by the United Nations, the European Union or the United States, preventing us from performing all or part of our contractual obligations in those countries. The list of affected countries and regions may change over time.

This list is updated and can be consulted at any time at <https://www.europassistance.be/limitations-territoriales-business>.

- Excluded: North Korea, Iran, Syria, Venezuela, Belarus, Crimea, Russian Federation, Myanmar, Afghanistan, People's Republic of Donetsk and Lugansk.

Territorial limitations:

- For US citizens travelling to Cuba, the performance of assistance or payment services is conditional upon the provision of evidence that the trip to Cuba complies with US laws. The concept of "US citizens" includes any person, wherever located, who is a US citizen or who habitually resides in the United States (including green card holders).

1.4 Nature of travel

The services are provided in connection with all private or professional travel and trips. In respect of professional trips, only administrative, business or cultural activities are covered, to the exclusion of all dangerous activities such as those of acrobats, animal tamers or divers, or the following professional activities: climbing on roofs, ladders or scaffolding, descending into wells, mines or tunnel quarries, the manufacture, use or handling of fireworks or explosives.

1.5 Validity

The cover provided under this agreement is limited to trips that do not exceed 90 days abroad, unless otherwise stated in the special terms and conditions of the policy.

Cover is provided regardless of the means of transport used. If, for reasons beyond the control of the parties, assistance abroad cannot be provided on site, the costs incurred by the insured shall be reimbursed subject the limits of the cover provided under the policy.

1.6 Procedures for accessing services

Our support services are accessible by the insured 24/7:

By telephone: +32.2 541 91 50.

By email: help@europ-assistance.be

Chapter 2- Personal assistance

2.1 Illness or injury

Depending on the severity of the case and in agreement with the treating physician and/or the family doctor, the insurer shall agree on the best course of action. If it is recommended that the insured be repatriated or transported, the insurer will pay for such repatriation or transport, possibly under medical supervision, by:

- air ambulance,
- regular airliner,
- first class train,
- ambulance,

to a hospital near the home or to the home, as appropriate. For countries outside Europe, travel is by air only.

The insured's medical interests are the only factors taken into account in choosing the means of transport and the place of hospitalisation.

IN ALL CASES, THE DECISION TO TRANSPORT OR REPATRIATE THE INSURED IS SUBJECT TO THE AGREEMENT OF THE INSURER'S MEDICAL DEPARTMENT.

2.2 Repatriation of other insureds in the event of repatriation or medical evacuation as defined in Article 2.1

In the event that the decision is taken to repatriate or transport the ill or injured insured, the insurer shall organise and pay for the travel costs of another insured, by first class train or by airliner (economy class), to his/her place of residence.

2.3 Hospitalisation for more than 10 days

If the condition of the ill or injured insured does not justify or prevents immediate repatriation, and if the period of hospitalisation on site is to exceed 10 days, the insurer shall organise and pay for the travel by first class train or by airliner (economy class return trip) of a member of the insured's household, so that they may visit the ill or injured insured. The local hotel costs for the household member will be covered up to €80 per day for a maximum of 10 days.

2.4 Inability to care for children under 15

If neither the ill or injured insured nor any other insured is able to care for the insured children under the age of 15 who are accompanying them, the insurer shall pay the travel expenses, excluding living expenses, of a person chosen by the family to care for the children and bring them home.

2.5 Death of an insured during a trip

In the event that an insured dies as a result of an illness or accident, the insurer shall either:

- a) organise and pay the cost of repatriating or transporting the body from the place of death to the place of burial;
- b) pay the following costs:
 - post-mortem treatment;
 - casketing
 - coffin costs of up to €750. The family is responsible for the costs of the ceremony and burial,

or: pay the costs of a local burial, limited to the costs the insurer would have borne in the event of repatriation.

2.6 Urgent early return of an insured

If an insured who is abroad is required to cut short their trip due to the death or serious illness of a member of their family (spouse, child, grandchild, brother, sister, father, mother, grandparents, step-parents, brother-in-law or sister-in-law), the insurer shall organise and pay the following costs, up to the home or place of burial:

- the return journey of an insured by first class train or by airliner (economy class); or
- the return leg only and that of another insured by first class train or by airliner (economy class).

A death certificate and evidence of the family relationship is required for a claim to be valid.

2.7 Search and rescue costs

The insurer shall reimburse search and rescue costs, up to a maximum of €2,500 per insured, incurred with a view to safeguarding the life or physical integrity of an insured.

2.8 Bail and lawyers' fees abroad

If, as a result of an accident, an insured is or risks being incarcerated, the insurer shall advance the amount of the bail required by the authorities, capped at €12,500 per insured, and shall pay the fees of a lawyer, capped at €1,250 per insured.

The bail must be repaid to the insurer within three months of the date of the advance. In the event that the bail is repaid by the country's authorities within that period, the bail must be immediately repaid to the insurer.

Legal proceedings in the country of residence are not covered by the insurer.

2.9 Transmission of urgent messages

The assistance departments will transmit, free of charge, urgent messages under the cover provided for by this policy and taken out by the insured.

Its content must comply with Luxembourg, Belgian and international laws and the insurer may not be held liable therefor.

2.10 Information service if you encounter problems during a trip

In the event of serious and unforeseeable problems during a trip, such as the loss or theft of travel documents (identity card, passport or driving licence, etc.), money or travel tickets, the insurer shall provide the insured with all relevant information concerning the urgent and essential steps to be taken with local authorities or organisations.

2.11 Medical information in the event of an emergency

On request, the insurer will provide the necessary information such as: the names of doctors, specialists, dentists or paramedics, the addresses of hospitals, ambulance units, etc. The insurer will provide advice on the procedure to be followed, but not provide any medical diagnosis.

At the request of the insured, the insurer will send a doctor to their bedside. In such circumstances, the fees will be paid directly by the insured.

2.12 Sending essential medicines abroad

In the event that necessary medicines are stolen, lost or misplaced, the insurer shall make every effort to find such medicines or similar medicines locally.

To that end, the insurer will arrange a visit to a doctor who will prescribe the medicines, and will cover the cost of taxis.

2.13 Serious damage to home

Provision of a one-way first class train ticket or economy class plane ticket home for the insured in the event of fire, burglary or force majeure that requires them to immediately return home or to their business.

The ticket provided may be a return ticket at the express request of a cardholder travelling in a European country.

2.14 Trip delayed by more than four hours

Reimbursement of additional hotel expenses up to €125 per night for a maximum of two nights and reimbursement of meal costs of up to €50 per day for a maximum of two days, if the trip is required to be cut short or delayed for four hours abroad as a result of a sudden strike, disaster or other unforeseeable event, and if the trip has been paid for with the Visa Gold card.

The maximum amount payable under the cover listed above is capped a total of €250 per event.

2.15 Unforeseeable delay

When an unforeseeable delay cuts short or alters the insured's original travel plans, the insurer shall provide the insured with information enabling them to reorganise the remainder of the trip and, on request, shall find them a hotel room.

2.16 Assistance with luggage abroad

In the event of the theft, loss or destruction of an insured's luggage, the insurer shall reimburse the insured, on the basis of original supporting documents and up to a maximum amount of €150, for the costs associated with purchases of essential items.

2.17 Search for luggage abroad

In the event that luggage is stolen or lost during an air transfer, the insurer shall help insureds to complete formalities with the competent authorities, will search for lost or stolen luggage and arrange for luggage to be re-routed once it has been found.

2.18 Cash advance

The insurer shall advance to the insured any sum they require, capped at €1,250, to cover immediate expenses:

- in the event of emergency hospitalisation
- in any unexpected emergency, where as a result of loss or theft reported to the authorities, the Visa Gold card cannot be used for payment.

In all circumstances, the insured or any person acting on their behalf must sign an acknowledgement of debt. The amounts advanced by the insurer must be repaid as soon as the insured returns to their country of residence and at the latest three months of the date of the advance.

Chapter 3. Exclusions and limitations

3.1 Exclusions

Claims will not be accepted:

1. for services that were not requested at the time of the event and that were not carried out by or in agreement with the insurer.
2. less than 10km from the insured's home or the place of residence of their children.
3. in the event of suicide;
4. on the occurrence of events such as: civil or foreign wars, strikes, riots or popular uprisings, terrorism or sabotage; unless the insured is able to show that they did not participate in such event;
5. in the event of nuclear accidents as defined by the Paris Convention of 29 July 1960 and the Additional Protocols, the Law of 6 July 2020 on third-party liability for damage relating to a nuclear accident or resulting from radiation from radioisotopes;
6. benign conditions or injuries that do not prevent the patient from continuing his/her trip;
7. previously treated mental illnesses;

8. where an insured is more than 28 weeks pregnant for air travel, except where written permission has been given by the attending gynaecologist and confirmed by the doctor of the airline in question (with a view to the welfare of the mother and the unborn child);
9. chronic diseases that have caused neurological, respiratory, circulatory, blood or renal disorders;
10. relapses of and recovery from any conditions that have not yet been cured and were being treated before the date of departure of the trip and for which there is a real danger of rapid worsening;
11. preventive medicine costs and spa treatments;
12. diagnostic and treatment costs not recognised by the Social Security department;
13. the purchase and repair of prostheses in general, including glasses, contact lenses, etc.;
14. competition in motor sports and professional sports;
15. the cost of medical and surgical treatment and of medicines prescribed and/or purchased in the country of residence, including those for an illness or accident abroad;
16. reimbursement of trip cancellation costs or the consequences of strikes (except those expressly covered by these provisions);
17. cover under the policy may also be refused as a result of natural disasters where intervention is impossible for reasons beyond the insurer's control.

3.2 Exceptional circumstances

The insurer shall not be liable for any delays, breaches or obstacles that may arise in the provisions of the services, where they are not attributable to it or where they are caused by force majeure events

Chapter 4. Legal framework

4.1. Subrogation

The insurer is subrogated to the rights and actions of the insured against any responsible third party up to the amount of its disbursements. Except in the event of malice, the insurer shall have no recourse against the insured's direct relatives in the descending and ascending lines, spouse or relatives by marriage, or against the persons living under their roof, their guests or members of their domestic staff. However, the insurer may take action against such persons to the extent that their liability is actually covered by an insurance policy or in the event of malice on their part.

4.2 Acknowledgement of debt

The insured undertakes to repay to the insurer within one (1) month the cost of amounts not covered by the policy and which the insurer has paid to it in the form of an advance. In respect of the cover described in Article 2.8 (Bail and lawyers' fees foreign) and Article 2.18 (Cash advance), the insured is granted a period of 3 months to repay such amounts.

4.3 Limitation of claims

Any action based on this policy is time-barred from the date falling three years after the event giving rise thereto.

4.4 Jurisdiction

The Luxembourg courts shall have exclusive jurisdiction in the event of any dispute relating to this policy.

4.5 Governing law

This policy is governed by the Luxembourg Law of 27 July 1997 on insurance policies.

4.6 Complaints

Any complaint about the policy should be sent to:

Europ Assistance Belgium for the attention of the Complaints Officer, Boulevard du Triomphe 172, 1160 Brussels (e-mail: complaints@europ-assistance.be, tel.: +32 (0)2.541.90.48)

4.7 Protection of privacy

The insurer processes the insured's data in accordance with domestic and European regulations and directives. The insured will find information on the processing of their personal data in the insurer's privacy statement. It is available at www.europ-assistance.lu/privacy. This privacy statement contains, among other things, the following information:

- the contact details of the data protection officer (DPO);
- the purposes of processing the insured's personal data;
- the legitimate interest in processing the insured's personal data;
- any third parties who may receive the insured's personal data;
- the retention period for the insured's personal data;
- the description of insureds' rights over their personal data;
- how to lodge a complaint regarding the processing of the insured's personal data.

4.8 Fraud

Any fraud by the insured in preparing the claim or in answering questionnaires shall result in them forfeiting their rights vis-à-vis the insurer. All documents must therefore be completed in a complete and meticulous manner. The insurer reserves the right to bring proceedings against the insured before the competent courts where they have acted fraudulently.