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**Insurer:** Foyer Assurances S.A., whose registered office is at 12 rue Léon Laval, L-3372 Leudelange

**Policyholder:** Banque Raiffeisen S.C., whose registered office is at 4 rue Léon Laval, L-3372 Leudelange

**Policy no:** 10291980

**Card:** the valid VISA Basic card issued by the Policyholder.

**Cardholder:** the individual whose name is printed on the Card.

### A. Cover for the delivery of goods purchased online

#### **1. Definitions**

**Insured:** Any Cardholder acting for a purpose other than their commercial or business activity.

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

**Insured Item:** Any new moveable item purchased from a Merchant online for private use, provided that **(i)** it is sent by post or by private courier, **(ii)** it has a unit value of at least €50 including VAT, **(iii)** it is not excluded from cover and **(iv)** the total price was paid in full with the Card.

**The conditions set out in points (i) – (iv) above must all be met.**

**Merchant:** Any merchant offering Insured Items for sale online.

**Non-compliant delivery:** The Insured Item received does not correspond to the manufacturer's or distributor's reference stated on the purchase order and/or the Insured Item is delivered in a defective, broken or incomplete condition.

**Non-delivery:** Delivery of the Insured Item is not made within thirty (30) calendar days of the

debit relating to the order appearing on the Insured's bank statement.

**Online Payment:** Payment transaction carried out online, using a Card, with or without a confidential code (PIN), without a handwritten or electronic signature, the amount of which is debited from the Insured's account.

**Claim:** Occurrence of an event that falls within the cover.

#### **2. Cover**

##### **Delivery of items purchased online**

In the event of a delivery incident following the purchase of an Insured Item online, the Insured shall benefit from the Delivery Insurance provided that all the conditions set out below are met:

- the Insured Item must have been paid for using the Card while the Card was valid;
- the direct debit corresponding to the purchase must appear on the VISA Basic statement.

#### **3. Compensation procedure**

**Compensation is payable by the Insurer only if no satisfactory amicable solution has been found with the Merchant by the Insurer or the Insured within 90 calendar days of the date on which the payment for the Insured Item is debited:**

##### **3.1. In the event that Insured Item is not delivered:**

The Insurer shall reimburse the Insured for the amount of the purchase price including VAT (including shipping costs) of the Insured Item capped at the amount actually paid to the Merchant and subject to the cap set out in Article 5 "Amount of compensation per Claim and per year".

##### **3.2. In the event of the non-compliant delivery of the Insured Item:**

- If the merchant accepts the return of the Insured Item and then sends a replacement item or makes a repayment to the Insured, the costs of returning the Insured Item to the Merchant will be covered, if such costs are not met by the Merchant;
- If the merchant accepts the return of the Insured Item but does not send a

replacement item and does not repay the Insured, the costs of returning the item and reimbursement of the purchase price of the Insured Item (excluding shipping costs) are covered.

- If the Merchant does not accept the return of the Insured Item, the insurance covers the shipping costs of the Insured Item sent to the Insurer and the repayment of the purchase price of the Insured Item (excluding shipping costs).

The purchase price of the Insured Item includes VAT and is capped at the amount actually paid to the Merchant.

The Insurer reserves the right to arrange for an expert assessment or an investigation at its expense to assess the circumstances and the amount of the loss actually suffered by the Insured and consequently the amount of compensation to be paid hereunder to the Insured.

#### **4. Exclusions from cover**

**The following items and Claims associated with such items are not covered:**

- animals;
- perishable goods and products, foodstuffs;
- beverages;
- plants;
- tobacco products;
- medicines;
- counterfeit products;
- motor vehicles;
- cash, shares, bonds, coupons, stocks and bills, securities of any kind;
- jewellery or valuable items such as works of art, goldware or silverware with a value in excess of €150;
- digital data to be viewed or downloaded online (in particular MP3 files, photographs, software, etc.);
- services, including those accessed online;
- items purchased in order to be resold as merchandise;

- items purchased from an individual on an auction site;
- intentional or fraudulent misconduct by the Insured;
- the consequences of events suffered by the Insured during a civil or foreign war;
- a strike by service providers or couriers, a lock-out or sabotage committed as part of a concerted strike, lock-out or sabotage action;
- any Claim resulting from the fraudulent use of the Card.

#### **5. Amount of compensation per claim and per year**

**€500** incl. VAT per Claim with a maximum of **€500** incl. VAT per Insured per consecutive 12-month period.

Where the damaged Insured Item forms part of a set and are both unusable separately and irreplaceable, the compensation paid by the Insurer is equal to the purchase price of the goods as a set.

The compensation is paid in euros, including all taxes, to the Raiffeisen account designated by the Insured.

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

The Insured must report the claim to the Insurer by sending a completed and signed claim form as soon as possible. The claim form may be found at [www.raiffeisen.lu](http://www.raiffeisen.lu) or requested from the Insurer by calling 00352 437 43 2160.

**The claim form must enclose all documentary evidence of the Claim listed below.**

- **In the event of non-compliant delivery**, the Insured is presumed to be aware of the Claim on receipt of the delivery or as soon as it becomes aware that the delivery is non-compliant.
- **In the event of non-delivery**, the Insured is presumed to be aware of the Claim as soon as the Insured Item is not delivered to it by the date stated in the Merchant's general terms and conditions of sale. Following receipt of the claim form, the Insurer will then intervene, on behalf of the Insured, directly with the Merchant or the

courier so that an amicable solution may be found.

**Supporting documents to be provided by the Insured in the event of non-delivery or non-compliant delivery:**

The Insured must provide supporting documents for its loss in order to be compensated, in particular:

- Print-out of the order confirmation (email), any confirmation of acceptance of the order from the Merchant or screenshot showing the order,
- a copy of the VISA Basic statement or the Insured's direct debit notice confirming that the amount(s) of the order has/have been debited,
- Where the item was delivered by a courier company, the delivery note issued to the Insured,
- where the item is received by the Insured by post, the delivery tracking in the Insured's possession,
- If the Insured Item was returned to the Merchant, evidence of the amount of the cost of returning the Item recorded delivery.

**The Insurer may ask the Insured for any other supporting document that it requires to investigate the matter (witness statement, report to the home insurer, etc.).**

## **7. General provisions**

**Effective date of the cover:** This cover will take effect on the date the Card is issued or, if that date is earlier than 1 September 2020, the effective date of the Policy, on 1 September 2020.

**Termination of cover:** The cover shall be immediately automatically terminated in the event that the Card is not renewed or withdrawn or in the event that the insurance policy taken out by the Policyholder with the Insurer is terminated, on the date on which the insurance policy ends following termination.

**Payment of compensation:** If a Claim is reported in accordance with the above-mentioned procedures and if the Insurer acknowledges that this Claim is covered, the Insurer shall pay compensation within 15 calendar days of the date on which the Insurer confirms that the Claim is covered.

## **B. Travel Accident Insurance**

### **1. Definitions**

**The Insured:**

The Card Holder, 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, as well as his/her spouse or partner who lives under the same roof on a long-term basis and his/her relatives in the ascending or descending line who are resident at the same address.

**Partner:**

The person with whom the Cardholder is, at the time of the claim, in a de facto or de iure union, living under the same roof on a long-term basis and resident at the same address, within the meaning of the Luxembourg law of 9 July 2004 on the legal effects of certain partnerships.

An original certificate issued by the Registrar will serve as evidence.

**Third party:**

Any other person than the Insured, as well as his/her spouse or partner who lives under the same roof on a long-term basis and his/her relatives in the ascending or descending line who are resident at the same address.

**Abroad:**

Any country excluding the country:

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

**Travel:**

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

**Guaranteed Travel:**

Any Travel 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 of 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.

All of 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 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:**

Any 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 the 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 the 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 Insured 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 worsen 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 refund of 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**

Claims resulting from the following are excluded from cover:

- **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 Insured 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 to 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 - € 100.000
- Permanent disability of 66% or more following an accident - € 100.000
- Permanent disability of 25% to 66% or more following an accident - € 2.400 per percent of permanent partial disability, from 25% upwards, maximum of € 100.000.

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 - € 100.000.

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

The Insured must report the claim to the Insurer by sending a completed and signed claim form as soon as possible.

The claim form may be found at [www.raiffeisen.lu](http://www.raiffeisen.lu) or requested from the Insurer by calling 00352 437 43 2160.

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

### **I. General provisions**

**Limitation period:** Any action arising from this policy is time-barred from the date falling three (3) years after the event giving rise thereto.

**Complaints - Mediator:** For any issues concerning how this insurance applies, the Insured may write to the Insurer.

**Disputes:** Any complaint relating to the policy may be sent to the Commissariat aux Assurances, Boulevard Royal 7, L-2449 Luxembourg or to the Médiateur en Assurances (Insurance Ombudsman), A.C.A. B.P. 29, L- 8005 Bertrange.

The right of the Policyholder and/or the Insured and/or the beneficiary(ies) to bring

legal proceedings is unaffected by filing a complaint.

**Governing law and jurisdiction:** This policy is governed by Luxembourg law and in particular by the law on insurance policies of 27 July 1997 and all its extensions, modifications and implementing decrees.

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

**Personal data protection:** The Insured represents that it has been informed of and agrees to the processing of his/her personal data collected by the Insurer and/or the Policyholder for the purposes of its subscription to this policy, the monitoring of its subscription and the settlement of any Claim.

The personal data collected in this way will be used exclusively by the Insurer, by its agents for subscription management purposes, by its contractual partners involved in managing subscriptions and, where applicable, by the supervisory authorities, in accordance with the terms and conditions set out in Article 111-1 of the amended law of 6 December 1991 on the insurance sector enshrining professional secrecy obligations in the insurance industry. The Insured has the right to access, modify, correct or delete his/her personal information contained in the files of the aforementioned entities, under the conditions provided for by Luxembourg law on the protection of personal data.

**Subrogation:** In accordance with the provisions of Article 52 et seq. of the law on insurance policies, the Insurer is subrogated to the Insured's rights and actions against Third Parties, up to the amount of the compensation paid by it.

**Use of languages:** The general terms and conditions are issued in French. Any translation of these general terms and conditions is provided for information purposes only and in the event of a dispute, the terms in French shall prevail.