

## Contents

- A. Manufacturer's warranty extension**
- B. Cover for the delivery of goods purchased online**
- C. Purchase protection insurance**
- D. Travel insurance**
- E. Missed events**
- F. Vehicle Rental Excess Insurance**
- G. Travel Accident Insurance**
- H. General Provisions**

**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 Gold card issued by the Policyholder

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

## A. Manufacturer's warranty extension

### 1. Definitions

For the purposes of interpreting this document, the following definitions apply:

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

**Insured Item:** New household devices (also known as "white goods") or electronic audio or video devices for private use (also known as "brown goods") or communication or computer devices for private use (also known as "grey goods"), (i) purchased by the Insured and **paid for in full with the Card**, during the term of this policy, (ii) with an Initial Warranty of 24 months, (iii) and the purchase price of which is at least €50 (including VAT but excluding delivery costs).

**All the above three conditions must be met.**

**Initial Warranty:** The warranty for the Insured Item offered by the manufacturer or distributor.

**Extended Warranty Period:** The period commencing on the expiry date of the Initial Warranty and ending no later than 24 months after the start of the Extended Warranty period.

**Uninsured Product:** A product described in the Exclusions (article 3. Exclusions) of these General Terms and Conditions.

**Insured Failure:** Means, for an Insured Item, malfunctions that prevent it from being used for the purpose for which it was intended due to a fault or failure that would be covered under the terms of the Initial Warranty, if that Initial Warranty had not expired.

**Repairing Agent:** The retailer or independent service centre approved by the Insurer to examine and/or repair the Insured Items.

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

**Replacement Cost:** In the event that the Repair Costs exceed the initial purchase price of the Insured Item, this is the cost of replacing the Insured Item with a new item with similar technical characteristics and a purchase value not exceeding the initial purchase price of the Insured Item.

### 2. Insurance policy - amounts & term

The Manufacturer's Warranty Extension, for an equivalent period of 24 months, shall extend the Initial Warranty for the Insured Items for an additional period of 24 months subject to the restrictions and exclusions set out in Article 3. Exclusions below.

The Insurer shall reimburse Repair Costs of up to **€2,000** per claim and of up to **€4,000** in any consecutive 12-month period and per Insured, for a period of 24 calendar months beginning on the expiry date of the Initial Warranty.

### 3. Exclusions

**The following are not covered by this insurance policy:**

- **Costs not corresponding to costs of spare parts and/or labour costs and arising from an Insured Failure or costs relating to a part or circumstances not covered by the Initial Warranty**
- **Any other obligation or other costs not corresponding to those specifically**

- covered by the terms of the Initial Warranty
- Damage, faults or defects caused by events external to the Insured Item or directly or indirectly caused by the transport, delivery or installation of the Insured Item
  - Failure resulting from the manufacture, modification or change to the initial characteristics of the Insured Item
  - Vessels, automobiles, motor vessels, aircraft or motor vehicles and/or parts thereof
  - Items for which the initial Warranty is shorter or longer than 2 years
  - Items purchased for resale or items that are, at the time of purchase, used, damaged or ex-display or second-hand goods
  - Costs of resetting the Insured Item and costs of malfunctions identified during installation
  - Adjustments the user is authorised to make without opening the Insured Item
  - Items that are not accompanied by the manufacturer's serial number
  - Costs associated with damage to Insured Items caused by accident, recklessness, improper use, intentional damage, insect or vermin infestations, theft, sand, fire, earthquakes, storms and hurricanes, lightning, explosions, aircraft impacts, water damage, corrosion, battery leakage or Natural Disasters
  - Costs associated with operating problems or defects caused by unauthorised modifications or a failure to follow the manufacturer's installation, operation or maintenance instructions
  - Items used for business or commercial purposes
  - The replacement of any type of consumable items including but not limited to batteries, covers, filters, lamps, belts, bags, cartridges and similar items
  - Costs of servicing, inspecting or cleaning the device that do not correspond to those incurred as a result of the claim in respect of the Insured Item
  - The costs of repairing superficial damage that does not affect the device's operation, such as damage in the form of dents, a finishing product, paint, scratches and rust
  - A failure resulting from a power outage or power surges, inadequate or inappropriate voltage or current from an electrical connection/supply or plumbing
  - Costs arising from the addition or integration into the Insured Item of additional products or components not normally included in the Insured Item, unless such addition or integration is carried out with the written approval of the original manufacturer
  - Costs arising from or deriving from the reformatting of the hard disk of the Insured Item at the time of the repair, maintenance, cleaning, alteration or refurbishment of the Insured Item, as well as costs arising from or deriving from loss or damage caused by preventive maintenance work or the cost of such work, and/or adjustments made to any part or the assembly of the Insured Item
  - Charges for quotations
  - Costs arising from or deriving from batteries replaceable by users, contamination by viruses, a trackball mouse and pointing instruments or any loss and/or damage caused directly or indirectly by software, batteries, fuses or any other consumable product
  - Any unexpired portion of the Initial Warranty caused by the liquidation, closure of the company (temporary or permanent) or any other interruption affecting the manufacturer or its ability to comply with the terms of the Initial Warranty
  - Costs caused by expenses of modifying or returning the Insured Item necessitated by a faulty conception, public safety measure or legal requirement
  - Damage arising from handling errors
  - Repairs or damage to the Item insured where repair work was not approved by the Insurer
  - Damage caused by the repairer

- **Damage excluded by the manufacturer's or distributor's general terms and conditions**
- **The consequences of war or civil or foreign riots or confiscation by the authorities**
- **The consequences of ionising radiation**

#### **4. Limitations on liability**

For the purpose of these General Terms and Conditions, liability is capped at **€2,000** per claim and **€4,000** per consecutive 12-month period and per Insured.

The Insured may not receive an amount higher than the purchase price of the Insured Item recorded on the VISA Gold statement.

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

- The Insured must keep and send copies of all receipts and other documents requested by the Insurer (or the appointed claims handler) so that valid claims may be processed.
- 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.**

- Before using any repair services, the Insured must notify the Insurer by calling 00352 437 43 2160 and obtain its approval.
- Any payment made in good faith by the Insurer shall discharge it in relation to the claim.

**Documentary evidence of the claim comprises:**

- The original or a copy of the purchase invoice or receipt and a copy of the VISA Gold statement showing that the Insured Item was purchased with the Card.
- The detailed repair invoice stating:
  - the name, address and signature of the Insured,
  - the date of the failure,

- the brand, type and model of the Insured Item,
- a description of the failure,
- the nature of the work carried out,
- the repairer's estimate (bearing the official stamp of the repair company) with details of supplies, expenses and labour costs.

- A copy of the Initial Warranty.

#### **Compensation**

Repair Costs or Replacement Costs as defined in Article 1. Definitions.

If the Insured Item is part of a set that is unusable and irreplaceable, the compensation must be equal to the purchase price of the full set. Compensation is paid in euros and includes VAT.

#### **6. General provisions**

**Expert assessment/Payment of compensation:** The Insurer may send an expert or investigator to assess the circumstances of the claim and assess the amount of the insurance payment.

**Effective date of the cover:** This cover takes effect on the date the Card is issued.

**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.

**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 the compensation within 15 calendar days of the date on which the Insurer confirms that the Claim is covered.

#### **B. 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 Gold 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 Gold 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.

## C. Purchase protection insurance

### 1. Definitions

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

**Insured Item:** Any movable property with a unit value equal of at least €50 including VAT, purchased new and paid in full with the Card, **excluding the following items:**

- **jewellery,**
- **furs,**
- **animals,**
- **plants,**
- **perishable foods or beverages,**
- **cash,**
- **currencies,**
- **travellers' cheques,**
- **travel documents and any negotiable securities,**
- **new or second-hand motor vehicles,**
- **and mobile phones.**

**Claim:** Aggravated Theft of the Insured Item or Accidental Damage caused to the Insured Item.

**Aggravated Theft:** Burglary or Robbery.

**Burglary:** Forcing, damage or destruction of any closing mechanism.

**Robbery:** Any threat or physical violence from a Third Party in order to obtain the Insured Item from the Insured.

**Accidental damage:** Any partial or total destruction or deterioration due to a sudden external event.

**Jewellery:** Any object intended to be worn by a person, consisting in whole or in part of precious metals or precious stones.

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

## 2. Cover

**Scope of the Cover:** The Insurer will reimburse the Insured subject to the following caps:

- In the event of the Aggravated Theft of the Insured Item: the purchase price of the stolen Insured Item,
- In the event of Accidental Damage (breakage, damage) caused to the Insured Item: the cost of repairing the item or, if that cost is higher than the purchase price of the Insured Item or if it cannot be repaired, the purchase price of the Insured Item.

**Duration of the Cover:** The cover applies if the Aggravated Theft or Accidental Damage **occurs within 90 days** of the date of purchase or delivery of the Insured Item.

**Amount of the Cover:** **€1,000** per Insured and per Claim, with a maximum of **€2,000** per consecutive 12-month period.

Aggravated Theft or Accidental Damage relating to a set of Insured Items shall be considered to be a single claim.

**Intervention threshold:** The cover only applies to purchased goods with a unit value of at least **€50 including VAT**.

**Set:** If the Insured Item forms part of a set and proves, following the Claim, to be unusable or irreplaceable on a separate basis, the cover applies to the entire set.

### 3. Exclusions

Claims resulting from the following are excluded from cover:

- intentional or fraudulent misconduct by the Insured or any of his/her family members (spouse or partner living under the same roof on a long-term basis and residing at the same address, whether in the ascending or descending line);
- the disappearance or loss of the Insured Item;
- damage to the Insured Item during transport or during handling by the seller;
- theft other than Aggravated Theft; simple theft is excluded;
- normal wear and tear or gradual deterioration of the Insured Item due to erosion, corrosion, humidity or the effect of cold or heat on the Item;
- a specific defect in the Insured Item;
- non-compliance with the recommended instructions for using the Insured Item issued by the manufacturer or distributor of the item;
- a manufacturing defect in the Insured Item;
- civil or foreign war;
- the embargo, confiscation, capture or destruction of the Insured Item by order of a government or public authority;
- the disintegration of the atomic nucleus or ionising radiation;
- goods purchased for resale;
- an earthquake, volcanic eruption or any other natural disaster.

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

**In the event of a claim:** the Insured shall, as soon as he/she becomes aware of the Aggravated Theft or the Accidental Damage to the Insured Item:

- in the event of Aggravated Theft: file a complaint with the police within 48 hours;
- in all cases: 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.**

#### Evidence of the Claim:

**In all cases,** the Insured must send the Insurer:

- the VISA Gold statement confirming that the Insured Item was paid for using the Card,
- any supporting document identifying the Insured Item as well as its purchase price and date of purchase such as an invoice or receipt.

**In the event of Aggravated Theft,** the Insured must also provide the Insurer with the following documents:

- the original police report;
- any evidence confirming the Claim, i.e.:
  - in the event of Robbery: any evidence such as a medical certificate, a witness statement or written certificate, dated and signed by the witness, stating his/her surname, first name, date and place of birth, address and profession),
  - in the event of Burglary: any document proving that the burglary took place, such as the quotation or repair invoice for the locking mechanism or a copy of the declaration made by the Insured to its provider of multi-risk home or car insurance.

**In the event of Accidental Damage,** the Insured must also provide:

- the original repair quotation or invoice, or
- a certificate from the seller specifying the nature of the damage and certifying that the insured item cannot be repaired.

**The Insurer reserves the right to request any other document or information it requires to validate the Claim and calculate the compensation.**

## **5. General provisions**

**Territorial scope of the cover:** The entire world.

**Expert assessment/Payment of compensation:** The Insurer may send an expert or investigator to assess the circumstances of the claim and assess the amount of the insurance payment.

**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.

## **D. Travel insurance**

### **1. Definitions**

**Company:** Any legal entity that is the principal holder of the card account, where the account associated with the Card is used for purposes related to its business activity, and that has made that Card available to the Cardholder so that he/she may carry out his/her role as employee, owner or manager of that Company.

**Private Trip:** Any trip for non-business or non-commercial purposes more than 100 kilometres from the Insured's home, for which at least one night's accommodation has been booked in advance and paid for with the credit card, with a maximum of 90 consecutive days, where the travel tickets and accommodation

expenses have been fully paid for with the Card.

**Business Trip:** Any trip by the Cardholder for the purpose of carrying out his/her role as an employee, owner or manager of the Company more than 100 kilometres from the Insured's home, for which at least one night's accommodation has been booked in advance and paid for with the credit card, with a maximum of 90 consecutive days, where the travel documents and accommodation expenses have been fully paid for with a Card that is made available to the Cardholder by the Company for which the Cardholder works as an employee of that company or as the owner or a manager of that company.

**Insured Trip:** Any Private Trip or Business Trip

### **Insured:**

In respect of Private Trips:

- any Cardholder.
- Family members living under the same roof as the Cardholder, when travelling with the Cardholder or separately, and only in the event that travel tickets or accommodation expenses have been fully paid for with the Card.

In respect of Business Trips:

- any Cardholder.

### **Family:**

- The Insured's spouse or partner, who lives under the same roof on a long-term basis and who is resident at the same address,
- the natural or adopted children of the Insured or those of his/her spouse or partner who lives under the same roof on a long-term basis and who resides at the same address, under the age of 25.

**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.

**Payment by Card:** All payments made:

- by signing a hard copy receipt, or
- by validating the transaction using the card's secret code (Code PIN), or
- by providing the Card number, duly recorded in writing or entered using an IT tool (the internet, or any form of electronic sales tool) duly dated by the service provider, airline or travel agency.

**Illness:** Any deterioration in the Insured's health, as certified by an authorised medical authority, prohibiting the booked trip from being made.

**Accident:** Any unintentional bodily injury suffered by the Insured as a result of the sudden effect of an external cause, as certified by an authorised medical authority.

**Significant Property Damage:** Any property damage (fire, theft, water damage, explosion, collapse) caused to the Insured's home or business premises, the seriousness of which requires the Insured to be present on site to take the necessary protective measures or where the Insured's presence is required by the police authorities.

**Assault:** Any actual or threatened physical violence, carried with the intention of causing harm, which causes physical and/or psychological damage or damage to property.

**Robbery:** Any act of violence committed by a third party against the Insured and/or any voluntary coercion by a third party with a view to taking something from the Insured.

**Burglary:** A break-in as a result of forcing the closure systems of locked, enclosed premises or a locked motor vehicle.

**Travel Documents:** The valid passport or other identity document required by the transport company in order to carry out the Insured Trip.

## **2. Travel Cancellation and Interruption Cover**

### **2.1. Services covered and excess**

The Insurer will reimburse the Insured for any non-recoverable costs incurred in the event of the cancellation, modification or interruption of an Insured Trip, up to a maximum of **€5,000** per trip, per Card, per consecutive 12-month

period and per Family on the conditions set out below:

- In the event that the Insured Trip is cancelled or modified, the Insurer will reimburse the non-recoverable costs contractually provided for in the terms and conditions of sale. However, if the Insured Trip is modified or cancelled more than 60 days before the departure date, reimbursement will be limited to €750 per trip unless the reasons for the Insured Trip being cancelled or modified remain below this 60-day period.
- In the event that the Insured Trip is interrupted, the Insurer will reimburse the unused elements of the Insured Trip on a pro rata basis.

*An excess of **€100** applies to each claim, which is payable by the Insured.*

### **2.2. Conditions of cover**

Cover only applies in the event of:

- the Illness, an Accident or the death of the Insured, his/her spouse or partner, living under the same roof on a long-term basis and residing at the same address, their relatives in the ascending line (maximum 2nd degree), descending line (maximum 2nd degree), brothers, sisters, relatives by marriage (maximum 2nd degree), relatives-in-law (maximum 2nd degree), travel companions named on the registration form, partners, or any other person temporarily replacing the Insured for the purposes of his/her business activities (e.g. doctors, pharmacists, etc.). **The persons referred to above will under no circumstances be compensated if they are not the Insured.**
- Damage to property where an Insured Trip is taken by the Insured.
- Theft of Travel Documents as a result of robbery or burglary.

The cover supplements any other compensation paid by the courier company. It is based on the costs actually incurred by the Insured.

### **2.3. Effective date of the cover**

The cover shall take effect on the date on which the Insured Trip is purchased or booked, provided that all the travel expenses are paid for exclusively with the Card.

**For Cancellation cover**, it shall take effect:

- in the event of Illness, Accident or death, at the time the Insured Trip is purchased or booked.
- in the event of Significant Property Damage, no more than 10 days before the departure date of the Insured Trip.
- in the event of Theft of Travel Documents, no more than 48 hours before the departure date of the Insured Trip.

**For Interruption cover**, it shall take effect on the date the Insured Trip commences.

### **2.4. Termination of cover**

- **For Cancellation cover**, it terminates at midnight of the day following the departure date of the Insured Trip.
- **For Interruption cover**, it terminates 90 days following the departure date of the Insured Trip and, in any event, on the date on which the Insured returns to his/her home country or country of usual residence.

### **2.5. Exclusion of cover**

It is expressly specified that cover shall not apply in the event of:

- **cancellation or interruption caused by the Insured not presenting, for any reason whatsoever, any of the documents required for the Insured Trip such as a visa, transport tickets, vaccination booklet, etc.**
- **cancellation or interruption of the Insured Trip as a result of the actions of the transport company or organiser for any reason whatsoever.**

**Cancellation and interruption cover will also be excluded in the circumstances set out below:**

- **mental illness,**
- **non-stabilised illnesses pre-existing at the time the Insured Trip is purchased**

**and that may cause sudden complications before departure,**

- **the consequences of using drugs or non-prescribed medicines,**
- **accidents occurring at events, races or competitions requiring the use of motor vehicles,**
- **accidents resulting from the use of aircraft (except aircraft licensed to transport passengers),**
- **the consequences of civil or foreign wars, riots, uprisings or popular movements, in which the Insured took an active part other than as part of his/her professional duties,**
- **for Interruption cover, benign diseases or injuries that may be treated locally,**
- **trips undertaken for the purpose of obtaining medical treatment,**
- **circumstances known to the Insured and/or present at the time of travel, which made the incident reasonably foreseeable and/or for which a notice advising against travel was issued by the transport company, the World Health Organization or by the Ministry of Foreign Affairs of the country in which the Policyholder is located,**
- **trips made against medical advice.**

**The premium for any cancellation insurance that the Insured has paid to its tour operator or travel agency may not under any circumstances be reimbursed by the Insurer.**

### **3. 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 all cases, the Insured must send the Insurer:

- a completed and signed claim form stating the place and circumstances of the claim,
- proof that payment was made with the Card.

The Insured must also provide the Insurer with the following documents:

- **In the event a trip is cancelled:**
  - the booking confirmation,
  - proof of cancellation.
- **In the event that a trip is interrupted:**
  - the booking confirmation,
  - proof of the interruption.
- **In the event of Death:**
  - the death certificate.
- **In the event of Illness:**
  - the medical certificate.
- **In the event of Significant Property Damage:**
  - documentary proof issued by the local authorities (report, statement from the fire brigade, etc.).

#### **4. General provisions**

**Expert assessment/Payment of compensation:** The Insurer may send an expert or investigator to assess the circumstances of the claim and assess the amount of the insurance payment.

**Effective date of the cover:** This cover will take effect on the date the Card is issued.

**Termination of cover:** The cover shall be immediately automatically terminated in the event that the Card is not renewed or terminated or on the expiry of this insurance policy in the event that the insurance policy taken out by the Policyholder with the Insurer is terminated.

**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.

## **E. Missed events**

### **1. Definition: Event ticket**

Any advance payment for pre-booked concert tickets, theatre tickets, sporting events, artistic events, theme parks or recreational parks (with a fixed or end date), debited from the insured card, for personal use and for family members living under the same roof as the Cardholder.

### **2. Scope of cover**

The Company shall reimburse the Cardholder up to a maximum of **€100** per ticket and up to **€300** per event over any period of 365 days (as evidenced by the purchase price printed on the ticket) in the event that events are cancelled and/or missed as a result of any of the causes listed below occurring before the event, provided that the tickets have been purchased with the card and that they have been returned to the insurance company:

1. an illness or injury suffered by the Insured, his/her spouse or partner, living under the same roof on a long-term basis and residing at the same address, a relative up to the second degree or a person living under the same roof as the Insured and for whom he/she is responsible or over whom he/she has custody, which, for medical reasons, prevents the Insured from making the planned trip or participating in the planned event;
2. the death of the Insured, his/her spouse or partner, living under the same roof on a long-term basis and residing at the same address, a relative up to the second degree or a person living under the same roof as the Insured and for whom he/she is responsible or over whom he/she has custody;
3. complications relating to the Insured's pregnancy, provided that the Insured was not more than three months pregnant at the time the tickets for the event were booked, or less than six months pregnant at the time of the event;
4. the mandatory quarantine or mandatory presence of the Insured as a juror at the *Cour d'Assises* (criminal court) or as a witness before a court, provided that the Insured was not aware of such

circumstances when booking tickets for the event;

5. the hijacking, taking as a hostage or kidnapping of the Insured, his/her spouse or partner, living under the same roof on a long-term basis and residing at the same address, a relative up to the second degree or a person living under the same roof as the Insured and for whom he/she is responsible or over whom he/she has custody;
6. public transport cancellations or restrictions following a strike, unless an alternative means of transport is provided;
7. the Insured being required by police to be present following a break-in at the Insured's place of residence or place of work;
8. material damage to the Insured's place of residence or place of work as a result of fire, storm, flooding, a landslide or malicious acts provided that the damage:
  - ✓ was unforeseeable at the time the tickets for the event were booked;
  - ✓ prevents the Insured from attending the event;
  - ✓ occurs within the 30 days preceding the date of the event;
9. the theft or the total immobilisation of the Insured's private vehicle at the time of the event;
10. a delay to the start time of the event, following a stoppage of more than one hour due to a traffic accident or event of force majeure on the journey to the location of the event.
11. the theft and loss of the Insured's passport or any other valid identity document in the 48 hours preceding the trip.

### 3. Exclusions

**Cancellation and/or missed events as a result of the following causes are excluded:**

1. **the suicide, attempted suicide or acts intentionally committed or caused by the Insured or by the Beneficiary of the**

**policy. Intentional acts comprise fraudulent, malicious and intentionally damaging acts or wrongful acts that, due to their seriousness, are deemed to be fraudulent;**

2. **inebriation, the use of narcotics that are not medically prescribed unless it is established by the Insured or the Beneficiaries that the state in question is not the cause of the bodily injury;**
3. **a nuclear risk, acts of war. The Insured is never covered when working as a soldier in any army;**
4. **crimes and offences, acts of terrorism or sabotage in which the Insured takes an active part;**
5. **flying aircraft or any aeronautical activity, except as a paying passenger;**
6. **playing any sport in a professional capacity: i.e. where the Insured's earnings as a professional athlete exceed 25% of his/her annual salary;**
7. **participating in and training for horse racing events, cycling races and speed contests using motor vehicles;**
8. **the Insured's pregnancy or childbirth by the Insured, abortion and any complications therewith, with the exception of those matters set out in section 3) "Scope of cover";**
9. **psychological illnesses, post-traumatic mental disorders, sexually transmitted diseases and infectious diseases;**
10. **bodily injuries following an accident or illness for which medical or paramedical treatment was being prescribed by a doctor at the time the ticket for the event was purchased, unless in the opinion of the doctor there was no contraindication to attending the event;**
11. **insolvency of the Insured at the time the event tickets are booked;**
12. **negligence or the poor condition of the private vehicle used to travel to the location of the event or performance;**
13. **administrative problems, vaccination problems or difficulties in obtaining a visa or other entry documents;**
14. **cancellation of an event at the initiative of the organisers;**
15. **all tickets for the event were booked or purchased after the occurrence of a bodily injury that is not covered by this policy;**
16. **compensation claims resulting from or related to any pre-existing bodily injury;**

17. service charges for  
booking/purchasing tickets;  
18. subscription cards.

#### 4. 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.

#### Supporting documents/documents to be provided by the Insured in relation to missed events:

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

- original or printed tickets (e-tickets)
- medical report,
- evidence of significant damage to immovable property (if applicable),
- other documents proving the need to cancel,
- contract cancellation conditions,
- details of household members if the request relates to more than one covered passenger
- a copy of his/her VISA Gold statement (if not yet available, to be send as soon as received),

**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.).**

#### 5. 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 endorsement, 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.

## F. Vehicle Rental Excess Insurance

### 1. Definitions

#### **Insured:**

Any Cardholder, of at least 18 years of age, acting for a purpose other than their commercial or business activity.

#### **Third Party:**

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

#### **Claim:**

A sudden event occurring during the term of this policy, the cause (or one of the causes) of which is outside the control of the Insured and causes damage to the Insured's Rental Vehicle.

**Vehicle Rental Company:** A company or professional agency approved by the regulatory authorities of the country in which the Rental Vehicle is provided.

#### **Rental Agreement:**

The rental agreement entered into between the Vehicle Rental Company and the Insured.

#### **Rental Vehicle:**

A vehicle used for tourism and mixed-use business purposes, an off-road vehicle, the maximum authorised mass of which does not exceed 3.5 tonnes, rented, on a daily or weekly basis, under a Rental Agreement entered into between the Insured and the Vehicle Rental Company, located within the Geographical Scope of this policy and which is returned to the Vehicle Rental Company within the same Geographical Scope.

#### **Geographical Scope:**

The whole world excluding an area with a radius of 100 kilometres from the Insured's home or usual residence and provided that at least one night in a dwelling has been booked in advance and paid for with the credit card for the purposes of the trip with the Rental Vehicle. The cover also applies from the Insured's place of residence in respect of Insured Trips made with the rental vehicle that extend beyond 100 kilometres from the place

of residence provided that the customer is able to demonstrate that he/she has booked and paid for at least one night's accommodation with the credit card. In such circumstances, the cover therefore also applies within the 100 kilometre radius.

**Insured Rental Trip:**

The rental of a Rental Vehicle where the full cost has been paid with the Card, provided that the rental period stated in the Rental Agreement is no longer than 30 consecutive days.

**Excess:** The sum of money or the proportion of the cost of damage borne by the Insured where the risk materialises in accordance with the conditions of the Rental Agreement, in the event that the Insured has not taken out insurance with the Vehicle Rental Company.

**Non-recoverable Excess:** The irreducible amount set out in the Rental Agreement where the Insured has agreed to take out or has been obliged to take out the insurance offered by the Vehicle Rental Company.

**Rental Agreement without Excess:** if the rental agreement does not provide for an excess, the excess will automatically be considered to be equal to the maximum amount set out in section 2.3. Limits on cover.

## **2. Cover**

### **2.1. Services covered by the policy**

If the Insured has used his/her Card to pay for the Rental Vehicle, for a total period of no more than 30 consecutive days, he/she is covered, subject to the conditions of this policy, in the event that the vehicle is damaged or stolen.

In the event that the Rental Vehicle is damaged or stolen, with or without a Third Party being identified as being criminally or civilly at fault, the Insurer shall cover the costs of repairing or returning the Rental Vehicle to the condition it was in at the time the Rental Agreement was entered into, up to:

- a. the amount of the Excess provided for in the Rental Agreement where the Insured has not taken out the insurance offered by the Vehicle Rental Company (higher excess),
- b. the amount of the Non-Recoverable Excess provided for in the Rental Agreement where the Insured has taken

out the insurance offered by the Vehicle Rental Company (lower excess),

and where the damage to the Rental Vehicle in excess of this amount is covered by the Vehicle Rental Company under another policy.

This cover is available to the Insured and to persons travelling with him/her and who drive the Rental Vehicle, provided that they are named on the Rental Agreement.

### **2.2. Conditions of cover**

To benefit from this cover, the Insured must

- ✓ comply with the driving conditions imposed by the Vehicle Rental Company, local law or courts,
- ✓ drive the Rental Vehicle in accordance with the provisions of the Rental Agreement,
- ✓ rent the Rental Vehicle from a Vehicle Rental Company, and the Rental Agreement must be properly drafted,
- ✓ clearly state the name of the driver(s) in the rental agreement,
- ✓ provide its Card number, duly recorded in writing or by computer and dated by the Vehicle Rental Company,
- ✓ pay all vehicle rental costs with the Card.

### **2.3. Limits on cover**

The maximum amount covered by the Insurer is **€10,000** per Claim.

The Insurer will pay this amount after applying an excess of **€75** per Claim.

If the cost of the repair or replacement exceeds €75, the total amount of the repair or replacement is reimbursed to the Insured, capped at €10,000.

### **2.4. Termination of cover**

The cover terminates when the Insured returns the Rental Vehicle, the keys and the registration documents of the Rental Vehicle at the end of the rental period, which must not exceed 30 days.

## **3. Exclusions**

Claims resulting from the following are excluded from cover:

1. risks of war and related risks;
2. accidents committed or caused intentionally by the Insured and any beneficiary of this cover;

3. any fraudulent, dishonest or criminal act committed by the Insured or any person colluding with the Insured; or the insurance is taken out in circumstances in which the Claim may be foreseen;
4. reckless acts that endanger life unless committed for self-preservation, or to save others, an animal or property or in the event of self-defence;
5. driving the Rental Car in breach of the terms of the Rental Agreement;
6. the Rental Car being driven by persons who do not hold a valid driving licence;
7. the rental of luxury vehicles or sports cars, with a retail purchase price in excess of €75,000 (or the equivalent in local currency);
8. vehicles that are over 20 years old or of a type that have not been manufactured for 10 years or more at the time of rental;
9. the rental of any brands or model of limousines (i.e. ceremonial vehicles);
10. the rental of vehicles not authorised for use on roads, including but not limited to two-wheeled vehicles, off-road vehicles and recreational vehicles;
11. the rental of vehicles with a total unladen weight of more than 3.5 tonnes or vehicles with a load volume of more than 8 cubic metres;
12. the rental of trailers, caravans, trucks, motorcycles, mopeds, scooters and motorhomes;
13. accidents as a result of participating, including in training and trials, in motor vehicle competitions;
14. accidents resulting from alcohol intoxication, the use of narcotics or similar products that are not prescribed by an authorised medical authority;
15. accidents caused by ionising radiation other than medically prescribed radiation;
16. the amount of any compensation, whether or not accepted by the Insured for any reason, that the Insured is entitled to claim from any other insurer;
17. any damage to the contents of the Rental Vehicle (including but not limited to burns caused by smokers or animals belonging to the Insured or for which the Insured is responsible);
18. the rental vehicle being driven by a person other than the authorised drivers named on the rental agreement;
19. fines, penalties, exemplary or punitive damages;
20. damage to property transported by the Insured, or property entrusted to the care of the Insured;
21. bodily injury or damage to property resulting from the dispersion, infiltration, release or escape of pollutants, whether existing or suspected;
22. wear, gradual deterioration, damage caused by insects or vermin, latent defects or existing latent damage;
23. any car or other vehicle that is not a Rental Vehicle;
24. vehicles rented for a period of more than 30 consecutive days, regardless of when the incident giving rise to the claim occurs;
25. the simultaneous rental of more than one vehicle;
26. the regular rental of commercial vehicles for deliveries;
27. costs unrelated to the repair or replacement of the Rental Vehicle (excluding any towing costs charged).

#### **4. 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.

- ✓ report the matter to the competent authorities within 48 hours of the Claim;
- ✓ report the Claim to the Insurer by sending it a completed and signed claim form as quickly as possible and, in any event, within 20 calendar days of the VISA Gold statement being issued.

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

In all cases:

- The duly completed and signed claim form stating the place and circumstances of the Claim, the original receipt of the statement made to the police authorities stating the circumstances.

#### **Evidence of the Claim:**

The Insured must provide the Insurer with a copy of the accident report or policy report, indicating inter alia the place, date and exact time of the Claim.

#### **5. General provisions**

**Territorial scope of cover:** Worldwide excluding a radius of 100 kilometres from the Insured's home or usual residence.

The cover also applies from the insured's place of residence in respect of Insured Trips made with the rental vehicle that extend beyond 100 kilometres from the place of residence provided that the customer is able to demonstrate that he/she has booked and paid for at least one night's accommodation with the credit card. In such circumstances, the cover therefore also applies within the 100 kilometre radius.

**Expert assessment/Payment of compensation:** The Insurer may send an expert or investigator to assess the circumstances of the claim and assess the amount of the insurance payment.

**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 endorsement, on 1 September 2020.

**Termination of cover:** The cover shall be immediately automatically terminated in the event that the Card is not renewed or terminated or on the expiry of this insurance policy in the event that the insurance policy taken out by the Policyholder with the Insurer is terminated.

**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.

#### **G. 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 - € 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 € 200.000.

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 - € 200.000.

## **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.