

Visa Business Card



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INTRODUCTION

This document is not an insurance policy. It contains the General Conditions which summarise how and when coverage becomes effective, what the insurance covers, and the procedures for filing a claim under the insurance policy that the Policyholder has entered into with the Insurer, for the benefit of Cardholders.

You must strictly comply with the conditions mentioned in the General Conditions in order to benefit from this coverage.

Eligibility

The coverage summarised in this document is offered provided that you are a Cardholder of a valid Card at the time of an event that gives rise to a claim for compensation.

Insurance policy number

293515

Insurer

Foyer Assurances, a Société Anonyme (public limited company), whose registered office is 12, rue Léon Laval, L-3372 Leudelange, Luxembourg.

Policyholder

Banque Internationale à Luxembourg, société anonyme (public limited company) with its registered office at 69, route d'Esch at L-2953 Luxembourg, is the sole Policyholder of the insurance policy and has its own rights under this policy against the Insurer.

Cardholder

The natural person whose name is printed on the Card.

Card

The valid Visa Business, issued by the Policyholder.

Use of capitalised terms

Capitalised terms in these General Conditions shall have the same meaning as defined herein. Terms without a specific definition shall have the current meaning assigned to those terms.

Willis Towers Watson Luxembourg

Insurance intermediary approved by the Commissariat Aux Assurances (2001CM008), whose registered office is located at 145, rue du Kiem, L-8030 Strassen, Luxembourg.



SUMMARY OF COVERAGE AMOUNTS

Travel Accident coverage

Maximum per person

200,000 EUR

Without prejudice to specific sub-limits set out elsewhere

1. TRAVEL INSURANCE

When the following coverages listed below appear in capital letters, the terms have the same meaning as defined in this glossary.

2. TRAVEL ACCIDENT INSURANCE

Second Exam Session: Summons to a university, graduate school or college catch-up examination on a date no more than 15 days after the scheduled return of the Covered Trip, provided that the failure of the exam is not known at the time the trip is purchased.

Accident: A sudden event occurring during the validity period of the insurance policy, the cause or one of the causes of which is outside the Insured's body and which causes Bodily Injury to the Insured.

The following shall be treated as accidents, provided that they happen to the Insured during the validity period of the policy:

- Damage to health which is the direct and exclusive consequence of a Covered Accident or an attempt to rescue people or property in danger;
- Inhalation of gas or vapour and absorption of toxic or corrosive substances;
- Dislocations, distortions, strains and muscle tears caused by sudden physical effort;
- Frostbite, heat stroke or sun stroke;
- Drowning;
- Anthrax, rabies or tetanus.

Assault: Any act or threat of an act of physical violence, carried out with the intention of inflicting harm, that causes material, physical and/or psychological harm.

Insured:

As part of a Private Trip:

- Any Cardholder.
- Family members living under the same roof as the Cardholder, when travelling with or separately from the Cardholder, and only in the event that at least 30% of the cost of the tickets and/or accommodations has been paid with the Card.

As part of a Business Trip:

- Any Cardholder.
- Any employee, owner or officer of the same company as the Cardholder in the event that at least 30% of the cost of the tickets and/or accommodations has been paid with the Card.

Baggage: Personal items, except financial instruments, owned by the Insured or for which the Insured is responsible, which are carried or sent in advance.

Travel document: Natural Disaster Phenomenon such as an earthquake, volcanic eruption, tidal wave, flood or Natural Disaster, unusual intensity of a natural agent, and recognised as such by the public authorities.

Divorce: The official introduction of divorce proceedings by one or both spouses, established by the certificate of a court, notary or lawyer depending on the divorce proceedings brought.

Travel Documents: The passport or identity card required by the transport company to take the Covered Trip.

Bodily Injury: Any physical harm suffered by a person.

Material Damage: Any alteration, deterioration, Accidental Loss and/or destruction of an object or substance, including any physical harm inflicted on an animal.

Family: The spouse or partner of the Insurance, the natural or adoptive children of the Insurance or those of its spouse or partner.

Force Majeure: Event that is the consequence of a foreign cause and independent of the will of the Insured, unpredictable, and resulting from a:

- Natural Disaster; or
- major political event except for War and Civil War; or
- Illness; or
- Accident.

Hospital: An institution approved by the Ministry of Public Health of the country of injury and/or treatment and responsible for the medical treatment of the sick and injured, excluding the following establishments: preventorios, sanatoriums, psychiatric and rehabilitation institutions, rest homes and other similar institutions.

War: Any armed opposition, whether declared or not, of one State to another State, an invasion or a state of siege.

The following in particular are classified as war: Any warfare activity, including the use of military force by any sovereign nation for economic, geographical, nationalist, political, racial, religious or other purposes.

Civil War: Any armed opposition between two or more parties of the same State on ethnic, religious or ideological grounds.

The following in particular are classified as Civil War: an armed revolt, a revolution, a riot, a coup d'état, the consequences of martial law, the closure of borders ordered by a government or by local authorities.

Poisoning: All disorders caused by the introduction of a substance into the Insured's body where the measured content of pure alcohol and/or illegal substances is greater than the maximum allowable content stipulated in the laws of the country where the harm occurs.

Illness: Any impairment in the health of the Insured confirmed by an authorised medical authority prohibiting the Insured from taking the reserved trip.

Doctor: Doctor in medicine and/or member of an Order of Doctors legally authorised to practise medicine in the country where the impairment and/or the treatment of such impairment occurs.

Terms and conditions of compensation: If less than 30% of the Covered Trip price was paid using the Card, coverage shall be forfeited.

Payment by Card: Any payment made by:

- signing a paper receipt,
- validating the transaction with the Card's secret code (PIN), or
- providing the Card number, duly recorded in writing or via computer tool (Internet, or any form of electronic sale, Paypal, etc.) duly dated by the provider, airline or travel agency.

Partner: The person with whom the Cardholder has formed a de facto or legal entity (including known cohabitation) at the time of the Claim, living under the same roof on a long-term basis and domiciled at the same address. A residency certificate issued by the municipality shall serve as evidence.

Significant Material Loss: Any Material Damage (fire, theft, water damage, explosion, collapse) caused to the Insured's home or his/her professional premises, the gravity of which requires the Insured to be on site in order to take the necessary precautionary measures, or when his/her presence is required by the police authorities.

Separation: The end of the partners' or spouses' shared life resulting in legal or de facto separation, evidenced by an official change of address of one of the spouses (or both spouses provided they are two different addresses) and established by a certificate from the municipality concerned.

Company: Any legal entity which is the primary Cardholder on the Card account used for purposes within the scope of its professional activity, and which has made this Card available to the Cardholder for the purpose of exercising his/her role as employee, owner or officer of this Company.

Terrorism: Acts of terrorism include the following acts leading to the closure of the airport (airports) and/or airspace and/or terminal or station in the country of destination of the return trip:

- Any actual use or threat of use of force or violence aimed at, or causing damage, injury, problems or disruption;
- Committing an act, dangerous to human life or property, against any individual, property or government with or without the expressed objective of pursuing economic, ethnic, nationalist, political, racial or religious interests, whether or not those interests are declared.
- Any act verified or recognised by the competent government as an act of terrorism.

The following acts shall not be considered to be terrorist acts:

- Any uprising, strike, riot, revolution, attack involving the use of nuclear, biological or chemical weapons;
- Theft or any other criminal act committed primarily for personal gain and acts occurring primarily as a result of 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 trucks) used for the private transport of persons or objects, for a



maximum period of 90 days. Leased or long term rental cars are excluded.

Theft: Theft by Assault and Break-In.

Theft by Assault: Any act of violence committed by a Third Party against the Insured person or any coercion exercised voluntarily by a Third Party intending to rob the insured.

Theft by Break-In: Forceful Break-In of the locking systems of an enclosed, covered and locked building premises or a locked land motor vehicle.

Covered Trip: Any Private Trip or Business Trip.

Private Trip: Any travel, other than for professional or commercial purposes, of a distance greater than 100 km from the Insured's place of residence or for which a minimum of one night has been reserved in advance, with a maximum of 90 consecutive days and for which at least 30% of the cost of tickets and/or accommodations has been paid with the Card.

Business Trip: Any travel by the Cardholder, for the purpose of exercising his role as an employee, owner or officer of the Company, of a distance greater than 100 km from the Insured's place of residence or for which a minimum of one night has been reserved in advance, with a maximum of 90 consecutive days, and for which at least 30% of the cost of the tickets and/or accommodations has been paid with a Card made available to the Cardholder by the Company where the Cardholder works as an employee or is an owner or officer of that company.

2. TRAVEL ACCIDENT INSURANCE

2.1. Purpose of the policy

1. Provided that at least 30% of the costs of the Covered Trip has been paid with the Card, the Insurer shall cover the Insured when he/she is travelling by one of the following means of transport at the time of Covered Trip: aeroplane, train, boat or bus from their country of usual residence, with coverage as described elsewhere.
2. Coverage is also in effect for a maximum of 90 days during the trip, provided that the death or ultimate PPD (partial permanent disability) occurs by the very fact of using either a means of public transport referred to in item 1 or a Rental Vehicle or a taxi.

2.2. What is covered

In the event of an accident involving the use of one of the aforementioned means of public transport, a Rental Vehicle or a taxi, the Insured persons are covered in the event of death or a definitive PPD of at least 25%, calculated according to the "European Scale Guide of medical evaluation of infringement to physical and psychological integrity." in force on the day of the Accident.

Accidental Death

If the Insured dies exclusively from the consequences of an Accident mentioned above within 90 days of the covered Accident, with the day of the accident counted as the first day, the amount mentioned elsewhere will be paid to the beneficiaries.

If, after a period of at least six months following the Accident and after verification of all available evidence and supporting documents, the Insurer has every reason to assume that it is a covered Claim, then the disappearance of the Insured shall be considered to be an event triggering coverage.

If it is found, after payment, that the Insured is still alive, all amounts paid by the Insurer as settlement compensation will be refunded to the Insurer by the beneficiary(-ies). Death and permanent disability benefits are not cumulative.

Permanent disability as a result of an Accident

When the Insured is the victim of a Covered Accident and it is medically established that there is a permanent disability, the Insurer will pay the amount calculated on the basis of the amount cited elsewhere, multiplied by the degree of disability set out in the "European Scale Guide of medical evaluation of infringement to physical and psychological integrity" in force on the day of the Accident, but not exceeding 100% disability. Where the degree of disability equals or exceeds 66%, disability will be considered as total and compensated at the rate of 100%.

Any injury affecting already infirm or non-functional body members or organs is compensated only for the difference between the condition before and after the Accident. The assessment of the injuries of one body member or organ may not be increased by the pre-existing condition of infirmity of another body member or organ.

If the consequences of an accident are aggravated by disabilities, diseases, causes or circumstances that are independent of the Accident, the compensation may not be greater than that which would have been due if the accident had affected a healthy body.

Compensation is granted on the basis of the findings of the medical advisor appointed by the Insurer, or the medical certificates submitted if no medical advisor has been appointed.

If the claim information has not been consolidated within 12 months of the accident, the Insurer may, at the request of the Insured, pay a provision equal to a maximum of half of the minimum compensation that may be granted to the Insured on the day of consolidation.

Death and permanent disability benefits are not cumulative.

Repatriation of the body following Accidental death

The Insurer shall contribute up to the amount cited elsewhere for the justified costs of repatriating the Insured's body to the country of residence, including necessary post-mortem treatment, coffin, embalming and customs costs.

The Insurer is not responsible for organising the repatriation of the body.

Search and rescue costs

The Insurer will pay up to the amount cited elsewhere the justified costs of rescue and/or search if the Insured is immobilised as a result of Bodily Injury.

The Insurer is not responsible for the rescue and/or search.

Transportation to a Hospital

If an Insured suffers Bodily Injury as a result of an Accident, the Insurer will pay up to the amount cited elsewhere the costs of transportation to a more suitable or better-equipped Hospital, provided that these costs are reasonable and necessary.

The Insurer is not responsible for the transportation to a Hospital as described above.

Medical Repatriation

If an Insured suffers Bodily Injury as a result of an Accident, the Insurer will reimburse all reasonable and necessary repatriation costs incurred that are the direct result of the Accident, up to a maximum of 7 days following the date of Accident, with the Accident Day counted as the first day, up to the limit of the amount cited elsewhere.

The Insurer is not responsible for organising the medical repatriation.

2.3. Age limit

Coverage ends automatically on the day of the Insured's 70th birthday.

2.4. Beneficiaries in case 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, otherwise,
- the un-separated spouse of the insured or, otherwise,
- the Insured's Partner or, otherwise,
- the Insured's children or, otherwise,
- the Insured's grandchildren or, otherwise,
- the Insured's parents or, otherwise,
- the Insured's brothers and sisters or, otherwise,
- the Insured's eligible survivors, with the exception of the Government.

Creditors, including the tax authorities, are not entitled to the compensation benefit.

2.5. Aviation risk

The insurance shall cover the use as a passenger of any aircraft or helicopter duly authorised for the transport of persons, provided that the Insured is not part of the crew or does not engage, during the flight, in any professional or other activity relating to the aircraft or the flight itself.

2.6. What is excluded

Coverage does not apply in the following cases:

- **War or Civil War. However, the insurance remains in effect for the Insured for 14 calendar days from the start of hostilities when he/she does not expect these events abroad and is not actively involved in them.**
- **Intentional acts and/or provocation and/or manifestly reckless acts, unless it is a reasoned attempt to rescue people and/or animals and/or goods.**
- **Poisoning.**
- **Suicide or attempted suicide.**
- **Nuclear reactions and/or radioactivity and/or ionising radiation, unless these factors occur during essential medical treatment following a covered injury.**
- **Sports, including training, practiced on a professional basis and/or for payment, as well as unpaid amateur practice of aerial sports, with the exception of balloon trips.**

- Mountaineering, climbing, hiking outside passable and/or officially marked trails.
- Big game hunting.
- Ski jumping, alpine skiing and/or snowboarding and/or cross-country skiing off-piste or on officially marked unsuitable trails.
- Caving, rafting, canyoning, bungee jumping, scuba diving with a self-contained breathing apparatus.
- Martial arts.
- Competition with motorised equipment, with the exception of tourist rallies for which no time and/or speed standard is/are imposed.
- Participation and/or training and/or preparatory trials in speed competitions.
- Dares and/or challenges, rows and/or clashes, except in the case of self-defence (an official report from the authorities shall serve as evidence).
- Disturbances and measures taken to combat these disturbances, unless the Insured and/or the beneficiary proves that the Insured did not actively participate in them.

2.7. Compensation

Compensation is determined based on medical and factual data available to the Insurer.

The Insured and/or the beneficiary(s) have the right to accept or refuse such compensation. In the latter case, he/she must inform the Insurer of their objections by registered mail sent within 10 calendar days of receipt of the notice.

All compensation is payable without interest after acceptance by the Insured and/or the Beneficiary(-ies). In the event of refusal by the Insurer, any claim for compensation shall lapse three years after the communication.

2.8. Liability limits

The insured amounts defined below are the maximum payable per insured person under this policy, for any covered claim, regardless of the number of Cards used:

1. Accidental Death	<ul style="list-style-type: none"> - If the Accident occurs while driving or occupying a rented vehicle: 200,000 EUR - Any other Accident: 200,000 EUR <p>If the Insured is a minor at the time of the Accident, the above amounts are reduced by half.</p>
2. Permanent disability as a result of an Accident	<ul style="list-style-type: none"> - Permanent disability of 66% or more as a result of an Accident: 200,000 EUR - Permanent disability between 25% and 65% as a result of an Accident: 4,900 EUR per percent PPD above 25%, maximum 200,000 EUR
3. Repatriation of the body following accidental death	20,000 EUR
4. Search and rescue costs	20,000 EUR
5. Transportation to a Hospital	20,000 EUR
6. Medical Repatriation	20,000 EUR

However, the aggregate compensation for the coverage set out in items 3, 4, 5 and 6 above shall under no circumstances exceed 40,000 EUR.

The Compensation Terms and Conditions apply.

2.9. What to do in the event of a Claim

The Insured (in the event of death, the Beneficiaries) must report the Claim to Willis Towers Watson Luxembourg by sending the completed and signed claim declaration as soon as possible and no later than forty five (45) days from the date of the occurrence of the Claim.

The claim form can be found on www.bil.com or requested from Willis Towers Watson Luxembourg by calling 00352 46 96 01 321.

The compensation claim form must include all the evidence of Claim listed below:

- In all cases, the Insured must send to Willis Towers Watson Luxembourg:
- a completed and signed claim form indicating the place and circumstances of the Claim,
 - proof of payment with the Card.

Supporting documents to be provided by the Insured:

- Copies of invoices with payment confirmation,
- Copies of medical prescriptions,
- Copies of account statements,
- In the event of death, the death certificate,
- Official reports prepared by the local authorities (in the event of an accident only).

2.10. General provisions

Appraisal/Payment of compensation: An appraiser or investigator may be sent by the Insurer to evaluate the circumstances of the Claim and to assess the amount of the compensation.

Effective date of insurance: This insurance is effective as of the date the Card is issued or, if earlier than 1st January 2020, the effective date of the insurance policy, as of 1st January 2020.

End of coverage: Coverage shall be immediately and automatically cancelled if the Card is not renewed or is cancelled, or upon expiry of this insurance policy in the event of cancellation of the insurance policy entered into by the Policyholder with the Insurer.

Payment of compensation: If a Claim is declared in accordance with the terms and conditions mentioned above, and if the Insurer determines that this Claim is covered, the Insurer will pay the compensation within 30 calendar days from the date the Insurer confirms that coverage is in effect.

3. GENERAL PROVISIONS

Limitation: Any action stemming from this insurance policy shall be limited to three (3) years from the event giving rise thereto.

Complaint - Mediator: For any claim relating to the terms and conditions of application of this insurance, the Insured may send a written complaint to any of the following:

- Foyer Assurances, **Quality Office**, through the contact form accessible at www.foyer.lu ;
- **The Executive Management** of Foyer Assurances;
- **The Insurance Mediator** (ACA - Association of Insurance Companies, P.O. Box 29, L-8005 Bertrange, or the ULC - the Luxembourg Union of Consumers: 55, rue des Bruyères, L-1274 Howald);
- **The Commissariat aux Assurances** (7, Boulevard Joseph II, L-1840 Luxembourg).

Litigation: The initiation of a complaint in no way reduces the ability for the Policyholder and/or the Insured and/or the Beneficiary(-ies) to take legal action.

Applicable law and jurisdiction: This contract is governed by Luxembourg law and in particular by the Insurance Contract Act of 27th July 1997 and all extensions, amendments and enforcement notices.

Any disputes between parties will be subject to the exclusive jurisdiction of the courts of and in Luxembourg.

Personal Data Protection: In accordance with Regulation (EU) N° 2016/679 of the European Parliament and of the Council of 27th April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, and in accordance with the Law of 1st August 2018 on the organisation of the National Commission for Data Protection and the Implementation of Regulation (EU) No 2016/679 of the European Parliament and of the Council of 27th April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, Foyer Assurances collects, records and processes the data provided to them by the policyholder and the Insured person(s), as well as those provided to them at a later date, with a view to assessing the risks, preparing, establishing, managing, executing the insurance contract(s), settling possible claims and preventing fraud.

This data will not be processed for commercial prospecting. Processing data for commercial prospecting will always be done with the consent of the person concerned. He/she retains the right to withdraw consent and may at any time object to the processing of his/her data for such purposes not related to his/her current products or for direct marketing.

The processing manager is Foyer Assurances. It may communicate this data to third parties in the cases and in accordance with the terms and conditions set out in article 300 of the amended law of 7th December 2015 on the insurance sector bound to professional secrecy in the field of insurance.

In order to provide services to the client in an optimal manner and with high quality standards, to comply with regulations and to benefit from the technical resources of qualified specialists, Foyer Assurances may sub-contract certain tasks, activities or services to third-party service providers other than those referred to in Article 300 of the Law of 7th December 2015 on the insurance sector.

Foyer Assurances shall inform the policyholder in advance of this sub-contracting, the type of information that will be transmitted and the country in which the service provider is located.

In the event that the service provider is not subject to an obligation of professional secrecy similar to that of Foyer Assurances, the latter undertakes to set up a confidentiality agreement with that service provider to require it to comply with an obligation of confidentiality in the context of the sub-contracting concerned.

If within two months of the notification referred to above, by mail sent to the home of the policyholder of the insurance to Foyer Assurances, of the said sub-contracting, including the mandatory information relating to it, the policyholder has not objected in writing to the sub-contracting in question, the policyholder will be deemed irrevocably to have accepted the sub-contracting in question. The policyholder has the right of access, limitation, deletion within legal limits, rectification and portability of his data which he may exercise by sending a written request to the data processing manager.

The data retention period is limited to the duration of the contract and the period during which data retention is necessary to enable Foyer Assurances to meet its obligations according to limitation periods or other legal obligations.

In accordance with regulations, Foyer Assurances does not process specific categories of personal data, particularly sensitive data such as health data. If such data must be processed, including for purposes of compensation, prior and explicit consent will always be sought except in legal exceptions such as the preservation of vital interests or the safeguarding of a legitimate interest.

Foyer Assurances has appointed a Data Protection Officer who can be contacted by post at the address of the processing manager or by email at dataprotectionofficer@foyer.lu.

Subrogation: Unless otherwise agreed, the insurer has the right of subrogation, up to the amount of compensation paid, of the Insured or the Beneficiary against the third parties responsible for the damage.

If, by virtue of the Insured or the Beneficiary, subrogation is no longer effective for the Insurer, the latter may claim the restitution of the compensation paid to the extent of the damage suffered.

Subrogation cannot harm the Insured or the Beneficiary who would have been compensated only in part. In that case, they may exercise their rights, for what remains due to them, preferably against the Insurer.

Except in the event of malice, the Insurer has no recourse against the Insured's descendants, ascendants, spouse and direct relatives, or against the people living in their home, hosts, and members of their domestic staff. However, the insurer may bring an action against these persons to the extent that their liability is covered by an insurance policy.

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