



# General Terms and Conditions BIL VISA BUSINESS

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# GENERAL TERMS AND CONDITIONS CONTRACT

## BIL VISA BUSINESS

### Preamble

The general terms and conditions set out in detail below define all the assistance services provided by EUROP ASSISTANCE as part of BIL VISA BUSINESS.

The only coverage that may be invoked is that mentioned in detail under the special terms and conditions signed by the policyholder.

Preliminary note: Europ Assistance will not offer any coverage, will not make any payments or will not provide any services described in the current contract if that would expose the company to any sanction, prohibition or restriction pursuant to the U.N. resolutions, or any commercial or economic sanctions pursuant to the laws and regulations of the EU and the USA

### Chapter I – CONDITIONS OF APPLICATION

#### *1.1 General definitions*

##### **We**

EUROP ASSISTANCE SA, limited company governed by the Insurance Code, with its registered offices at 1, promenade de la Bonnette, 92230 Gennevilliers, France, registered in the Nanterre Trade and Companies Register under number 451 366 405, through its Irish subsidiary EUROP ASSISTANCE SA IRISH BRANCH, with its main offices at 4th floor 4-8, Eden Quay, Dublin 1, Ireland, D01 N5W8 and registered with the Irish Companies Registration Office under number 907089. Europ Assistance S.A. is supervised by the French Prudential Supervision and Resolution Authority ACPR located at 61, rue Taitbout, 75436 Paris Cedex 09, France. The Irish subsidiary operates according to the Code of Conduct for Authorized Insurance Activities published by the Irish Central Bank and is registered in the Irish Republic under number 907089 and operates in the Grand Duchy of Luxembourg under the free provision of services. The support with and processing of complaints is carried out by Europ Assistance Belgium, with headquarters at Boulevard du Triomphe 172, 1160 Brussels, which is a subsidiary of Europ Assistance S.A.

##### **Policyholder**

BANQUE INTERNATIONALE A LUXEMBOURG SA., 69, route d'Esch L- 2953 Luxembourg, for the benefit of the Visa Business cardholder.

##### **(Physical) Accident**

A sudden and fortuitous event, unintended by the victim, which produces an injury that can be objectively certified.

##### **Country of Domicile**

The country in which the Insured Party is domiciled, unless this country is listed in article 1.3.1.

**Country of Origin**

The country of which the Insured Party is a national.

**Domicile**

The place where the Insured Party is listed on the population register or on any other comparable administrative register.

**Franchise**

Part of the compensation that remains borne by the Insured Party.

**Hotel costs**

The cost of the room and breakfast, up to the amounts mentioned in the general terms and conditions below and excluding any other costs.

**Illness**

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

**The Insured Party**

The persons insured (hereinafter referred to as the "Insured Party") are those who are Domiciled and habitually resident in one of the countries mentioned under 1.3.1 and who are :

The cardholder of a valid Visa Business card or, in the case a legal person subscribes, the notion of Insured Party shall apply to the natural person included in the Special Conditions ;

The spouse or common-law partner who lives with the Visa Business cardholder;

Any person usually living under the same roof as the Visa Business cardholder. The unmarried descendants and first-degree ascendants living under the same roof as the Visa Business cardholder ;

The unmarried children (military, students...) living elsewhere but domiciled at the address of the Visa Business cardholder are also insured.

The unmarried children who comply with social security regulations, who study abroad in one of the countries mentioned under 1.3.1, but domiciled at the address of the Visa Business cardholder.

**Loss**

Random event, entitling to coverage under this policy.

**Luggage**

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

**Natural disaster**

A natural disaster is a sudden event of natural origin with devastating consequences on a large scale. Natural disasters are events caused by climate or land that afflict the country, specifically floods, tidal waves, tidelands or soil expansion (extreme droughts), earthquakes, landslides, volcanic eruptions, subsidence, surface collapse as well as any events directly resulting from these events. In the sense of the present agreement, rain and snowstorms are not considered natural disasters.

## **Terrorism**

An action or threat of action which is organised illegally for ideological, political, ethnic or religious purposes, carried out by an individual or a group, and which represents an assault on persons or which partially or completely destroys the economic value of material or immaterial goods, either to impress the community and create a climate of uncertainty or to put pressure on the authorities, or to hinder the normal functioning of a service or a company and which is reported in the media.

### 1.2 Object

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The object of this policy is to insure the Insured Party against any loss up to the level of cover and capital specified below.

### 1.3 Geographical definitions

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#### **1.3.1 The countries where the Insured Party must be domiciled**

The countries of the European Community, plus Norway, Monaco, Andorra, Liechtenstein and Switzerland. The islands and departments not situated on the European continent are excluded.

#### **1.3.2 The countries regarded as Countries of Origin**

The countries of the European Community, plus Norway, Monaco, Andorra, Liechtenstein and Switzerland. The islands and departments not situated on the European continent are excluded.

#### **1.3.3 Geographical scope of the assistance**

##### **1.3.3.1 Countries where the assistance to people applies (Ch. II)**

Depending on the indication D or A with each article, the assistance services apply to Losses occurred:

D = in the country where the Insured Party is domiciled, as defined in article 1.1;

A = abroad, i.e. the entire world with the exception of excluded countries (mentioned below) and of the country where the Insured Party is domiciled;

D/A = both in the country where the Insured Party is domiciled and abroad, with the exception of excluded countries (mentioned below).

##### **1.3.3.2 Countries and regions excluded from all assistance**

- Afghanistan, Antarctica, Bouvet Island, British Indian Ocean Territory, Christmas Islands, Cocos Island, Crimean Peninsula, East Timor, Falkland Islands, French Southern Territories, Heard and McDonald, Kiribati, Marshall, Micronesia, Nauru, Niue, North Korea, Palau, Pitcairn, Solomon, Samoa, Somalia, South Georgia & S. Sandwich, St Helena, Syria, Tokelaou, Tonga, Tuvalu, U.S. Minor Outlying Islands, Vanuatu, Wallis & Futuna, Western Sahara. The personal civil liability guarantee does not apply if the Insured Party is travelling in Iran.

Countries or regions in a state of war or civil war, or where security is threatened by insurrections, riots, popular agitation, strikes or other fortuitous events impeding execution of the agreement.

### 1.4 Nature of travel

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The services shall be provided for any travel and stay for private or professional purposes. In the case of travel and stays for professional purposes, cover extends solely to activities of an administrative, commercial or cultural nature ; with the exclusion of all activities of a dangerous nature, e.g., those

undertaken by acrobats, animal trainers or deep-sea divers, and the following professional activities: climbing on roofs, ladders or scaffolding, descending into wells, mines or quarries, and the manufacture, use or handling of fireworks or explosives.

### 1.5 Validity

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Travel abroad is covered under the current policy. When the travel abroad exceeds three (3) consecutive months, the guaranteed cover only extends to events occurring before the expiry of the first three (3) months. Any return home for less than fifteen (15) days is not regarded as an interruption in the period of three (3) months.

The cover is guaranteed irrespective of the means of transportation used. If, for any reason beyond the parties' control, no assistance can be given locally, the expenditure incurred by the Insured Parties shall be reimbursed up to the contractually guaranteed limits.

### 1.6 How to call on our services

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Our assistance services are available to the Insured Party 24 hours a day, 7 days a week:

By telephone: +32 2 541 90 45

By e-mail: [help@europ-assistance.be](mailto:help@europ-assistance.be)

By fax: + 32 2 533 77 75

## **Chapter II. PERSONAL ASSISTANCE SERVICES**

The cover and services in chapter II are applicable in case of Illness, Physical Accident or death of the Insured Party during their travel.

- Our services are not a substitute for the interventions of public services, particularly when urgent help is required.
- If the Insured Party is ill or gets injured during travel, they must first call the local rescue services (ambulance, hospital, physician) and then provide Us with the medical report of the doctor who is treating them.

### 2.1. In case of Illness or Physical Accident (D/A)

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We will decide on the best procedure to be followed considering the severity of the case and with the agreement of the attending physician and/or the family physician. If repatriation of the Insured Party or medical transportation is recommended, We will bear the cost of transport, if necessary under medical supervision, by:

- Air ambulance;
- Scheduled airline;
- First-class rail transport;
- Ambulance.

To a hospital service close to the Insured Party's home or to the home itself, as the case may be.

The decision on the means of transport and the place of hospitalisation is based solely on the medical interests of the Insured Party.

In any case, the decision on transportation or repatriation will be subject to the agreement of our medical services.

## *2.2. Repatriating of the other insured parties in the event of a repatriation or medical evacuation as defined in article 2.1. (D/A)*

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In the event of repatriation of the Insured Party under the conditions mentioned in article 2.1, We will organise and bear the costs of transport of another Insured Party to their Domicile.

## *2.3. Hospitalisation for more than 10 days (D/A)*

---

If the Insured Party is hospitalised during travel without the company of a relative, and physicians do not authorise the Insured Party's transportation or repatriation within ten (10) days of being hospitalised:

- We will arrange and bear the cost of return travel of a relative chosen by the Insured Party from their country of residence or Domicile to allow them to be by the Insured Party's side;
- We will reserve a hotel room - within the limits of local availabilities - close to the hospital and bear the cost of the hotel room up to EUR 40 per day, for a maximum of ten (10) days during the hospitalisation.

## *2.4. Impossibility to care for children under the age of 15 (D/A)*

---

If neither the Ill or Injured Insured Party nor any other Insured Party is capable of looking after Insured children under the age of fifteen (15) who are travelling with them, We will bear the cost of travel, excluding accommodation expenses, of a person designated by the family to take care of the children and bring them back to their Domicile.

## *2.5. Decease of the Insured Party during travel (D/A)*

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§ 1. If the Insured Party passes away while travelling and the burial or cremation is to take place in their Country of Domicile or their Country of Origin, We organise the repatriation of the mortal remains from the hospital or the morgue to the Country of Domicile or origin. We will cover:

- The costs of funeral treatment and casketing;
- The costs of the coffin and other special arrangements required for the transportation up to a limit of 500 EUR;
- The costs of transport of the coffin, excluding the costs of the funeral service and of the burial or cremation.

§ 2. If the burial or cremation takes place in the country where the Insured Party passed away, We will cover the costs listed below, up to the total amount We would have allowed under paragraph 1.

## *2.6. Urgent early return of the Insured Party (D/A)*

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If a family member of the Insured Party (i.e. their partner, parents(-in-law), children(-in-law), brother(-in-law), sister(-in-law), grandparents on mother's and father's side of the Insured Party and their partner, grandchildren of the Insured Party and their partner) dies unexpectedly or is hospitalised for at least five (5) days while the Insured Party is travelling privately, We will arrange and pay for a one-way or a return ticket for the Insured Parties who have the required family relationship with the deceased. A death certificate or proof of hospitalisation and a proof of the family relationship must be sent to Us as soon as possible.

## *2.7. Search and rescue costs (D/A)*

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We will reimburse the Insured Party, up to a limit of 2,500 EUR, the costs of search and rescue operations in mountain areas in order to save their life or body, if the rescue is the result of a decision taken by local competent authorities or official emergency rescue services.

Alongside an invoice for expenses incurred, We will ask the Insured Party for a statement from the rescue services or the local police confirming the identity of the person involved in the Accident.

### *2.8. Assistance in the event of legal proceedings (A)*

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If legal proceedings are brought against the Insured Party abroad following a traffic accident, We will advance, as soon as the Insured Party arranges for a guarantee or deposit of an equivalent amount in Our favour:

- the amount of the bond demanded by the authorities, up to a limit of maximum of 12,500 EUR per Insured Party subjected to legal proceedings. For the application of this service, We ask the Insured Party for a certified copy of the ruling of the authorities;
- the fees of a lawyer that the Insured Party has freely chosen abroad, up to a limit of maximum 1,250 EUR.

The Insured Party commits to reimbursing Us these advances at the latest thirty (30) days after Our payment.

We do not intervene for judicial continuation in the Country of Domicile of action taken against the Insured Party while they were abroad.

### *2.9. Transmission of urgent messages (D/A)*

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If the Insured Party is unable to contact a person in their Country of Domicile, We transmit your urgent national and international messages following a serious incident (illness, injury or accident) at Our cost.

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

### *2.10 Information in the event of problems during travel (A)*

---

In the event of serious and unforeseen problems during travel, such as the Loss or Theft of travel documents (identity card, passport, driving licence, etc.), money, transport tickets, We will provide the Insured Party with all the useful information on the urgent and necessary steps to take with the authorities or local organisations.

### *2.11 Medical information in case of emergencies (D/A)*

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Upon request We will provide necessary information such as: the names of doctors, specialists, dentists, paramedics, addresses of hospitals, ambulances... We will provide advice on what steps to take, with the exclusion of any medical diagnosis.

At the Insured Party's request, We will send a physician to their bedside. In that case, the fees will have to be covered directly by the Insured Party.

### *2.12. Sending of essential medication (A)*

---

If the Insured Party is travelling and cannot locally find the same or similar medication that they use, which is essential and prescribed by a physician, We will order in their Country of Domicile this medication based on their indications and deliver these to them with the means of shipment chosen by Us. This service is subject to the agreement of Our physicians, the local legislation, and as long as the equivalent amount in EUR of the price of the medication is sent to Us by the Insured Party, upfront and with the means of shipment chosen by them. We will cover the cost for sending these items, the purchase price must be covered by the Insured Party.



### 2.13. Serious damage to the Domicile (D/A)

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Provision of a one-way first-class train ticket or economy class airline ticket for the cardholder to return home in the event of fire, water damage, storm, hail, explosion, implosion or burglary which requires their immediate return to their Domicile or workplace. Proof of the loss as drawn up by the local authorities must be sent to Us as soon as possible.

### 2.14 Travel delay of more than 4 hours (D/A)

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We will reimburse the Insured Party any supplementary hotel costs up to 125 EUR per night for a maximum of two (2) nights and any meal costs up to 50 EUR per day for a maximum of two (2) days if their travel has been interrupted or delayed by 4 hours following a sudden strike, a disaster or any other unforeseen event, in case the travel has been paid with the VISA BUSINESS card.

The maximum cover for all the above-mentioned guarantees combined is 250 EUR in total per event.

### 2.15 Unforeseeable delay (D/A)

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In the event that an unforeseeable delay interrupts or changes the initial travel schedule of the Insured Party, We will ensure this information is communicated to the Insured Party to enable them to make other arrangements to continue the journey and will, on request, arrange a hotel room. The Hotel costs shall be borne by the Insured Party.

### 2.16. Luggage assistance (A)

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In the event of Loss or Theft of the Insured Party's Luggage during travel and provided that they filed a complaint with the local authorities, We will organise and cover the cost for sending the Insured Party a suitcase containing replacement personal effects. We will pick up this suitcase at the Insured Party's Domicile to send it to their place of stay.

### 2.17. Search for Luggage (A)

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In the event Luggage is lost or stolen during an air transfer, We will assist the Insured Party with the formalities at the competent authorities who are in charge of searching for lost or stolen Luggage and forwarding of the recovered Luggage.

### 2.18. Advance of funds (A)

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Upon the Insured Party's request, We will advance a sum of money, with a maximum of 1,250 EUR, that they need to cover their expenses:

- In the event of urgent hospitalisation;
- In any unforeseen and urgent circumstance in which the VISA BUSINESS cannot be used for payment following its Loss or theft.

A reimbursement guarantee will be required before the funds are advanced.

### 2.19. Transmission of documents (D/A)

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We will transmit important documents (max. 5 kg) in case the originals have been destroyed.

## 2.20. Return to the place of work (D/A)

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We will provide a one-way ticket for a person to replace the repatriated cardholder or for the return of the Insured Party to their place of work provided the repatriation has been decided and carried out by Us.

## 2.21. Medical expenses following illness or accident abroad (A)

---

We will refund medical, surgical, pharmaceutical and hospitalisation expenses incurred by the Insured Party if they are followed by the medical transport of the Insured Party organised by Us. The maximum amount per Insured Party per one-year period of cover, is EUR 5,000.

The deductible excess per claim amounts to EUR 50.

This cover is not available in the Country of Domicile mentioned in article 1.3.1.

## **Chapter III. GENERAL EXCLUSIONS AND LIMITATIONS**

### 3.1 Exclusions

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Excluded from the coverage are:

- Incidents or accidents that occur during motorised events (races, competitions, rallies, raids) in which the Insured Party participates as a competitor or assistant to a competitor and generally incidents or accidents resulting from the use of a vehicle other than with due care and attention;
- The practice of sports for professional reasons;
- Diagnosis and treatments ordered in the Country of Domicile;
- The medical, paramedical, surgical, pharmaceutical and hospital expenses for care received in the Country of Domicile, whether or not resulting from an Illness or Accident occurring abroad or relating to a diagnosis made before travelling ;
- The expenses for eyeglasses, contact lenses, medical appliances and the purchase or repair of prosthesis;
- Check-ups, periodical examinations for control or observation as well as any preventive medicine;
- Health cures, stays and care for convalescence, rehabilitation and physiotherapy;
- Aesthetic and dietetic treatments, as well as all expenses for diagnosis and treatments not recognized by the INAMI (Belgian Social Security) such as homoeopathy, acupuncture, chiropractics, etc.;
- Vaccines and vaccinations;
- Expenses for ambulances in the Country of Domicile, except if they are explicitly provided for by one of the clauses of the present contract;
- Repatriation for benign conditions or lesions which can be treated on the spot and do not prevent the Insured Party from continuing their travel or stay;
- Depressive conditions and mental Illnesses except if it is a first occurrence;
- Pathological conditions known before departure;
- Relapses or aggravations of an Illness or pathological condition that existed before travelling;
- Repatriation for organ transplant;
- Conditions resulting from a suicide attempt;
- Conditions and events resulting from:  
the use of alcohol, in case the blood-alcohol level of the person involved exceeds 1.2 grams/litre of blood, without the use of alcohol being the only cause for the condition or the event, or  
the acute or chronic use of drugs or any other substance not prescribed by a physician and which are modifying behaviour;
- Restaurant and drinks expenses;
- The events resulting from a nuclear accident, Terrorism or Natural Disasters;

- And, in general, all expenses not explicitly mentioned in the agreement.

### *3.2 Exceptional circumstances*

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

## **Chapter IV - PROVISIONS COMMON TO ALL GUARANTEES**

### *4.1 Commitments of the Insured Party*

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#### **4.1.1 Commitments of the Insured Party**

When calling upon our guaranteed services, the Insured Party undertakes to:

- Call Us as quickly as possible, except in the event of force majeure, so that We can efficiently organise the requested assistance and allow the Insured Party to list the guaranteed costs;
- Abide by the specific obligations of the requested services and which are stipulated in the present agreement;
- Answer Our questions concerning the guaranteed events precisely and send Us all useful information and/or documents;
- To take all reasonable measures to prevent or diminish the consequences of the Loss;
- Declare to Us all possible other insurances having the same object and covering the same risks as those covered by the present contract;
- Supply the original receipts of their guaranteed costs;
- Supply Us with the receipt of their declaration of theft to the authorities when the Theft generates a guaranteed assistance;
- Hand over the travel tickets they have not used in the event We bear the costs for these tickets.

#### **4.1.2 Non-compliance with the commitments of the Insured Party**

In the event of non-compliance with the obligations listed under 4.1.1, We can:

- Reduce the service due or reclaim from the Insured Party our reimbursements made, up to the limit of Our damages;
- Refuse the service due or reclaim from the Insured Party the entirety of Our reimbursements, if their neglect was with fraudulent intent.

### *4.2 Our commitments*

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#### **4.2.1 Reimbursement of the guaranteed disbursements of the Insured Party**

§ 1 We undertake to reimburse to the Insured Party the disbursements guaranteed by the present contract upon presentation of original receipts.

§ 2 If We authorise the Insured Party to advance the costs of guaranteed services, these costs will be

reimbursed to the Insured Party up to the limit of what We would have agreed to if We would have supplied these services ourselves.

#### **4.2.2 Reimbursement of call charges**

We cover the costs of telephone, telegram, fax, e-mail and telex that the Insured Party has consented to while abroad to reach Us when their call is followed by an assistance guaranteed by the contract.

#### **4.2.3 Limitation to assistance services**

Our services can in no way constitute a source of enrichment for the Insured Party. They are meant to help the Insured Party when uncertain or fortuitous events occur during the period of guarantee.

### *4.3 Plurality of assistance contracts*

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#### **4.3.1 Plurality of contracts with Us**

If the same risk is covered by several contracts subscribed with Us, the guarantees of the different contracts are not cumulative. The conditions of the contract that offers the highest coverage will be applied.

#### **4.3.2 Plurality of contracts with several insurers**

If the same risk is covered by several insurance companies, the Insured Party may, in the event of a claim, ask for compensation of each of the insurance companies, within the limits of their obligations. None of the insurance companies can invoke the existence of other contracts covering the same risk to refuse their coverage. The responsibility of the claim is divided between the various insurance companies according to article 55 §2 of the Law of 27<sup>th</sup> July 1997 on insurance contracts.

### *4.4 Legal framework*

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#### **4.4.1 Subrogation**

We are subrogated in the Insured Party's rights and actions against any third party at fault up to the limit of our disbursements. Except in the event of malice, We have no recourse against the descendants, ancestors, spouse and direct relatives of the Insured Party, nor against any persons living under the Insured Party's roof, the Insured Party's guests or members of their household staff. Nevertheless, We may exercise a recourse against these persons insofar as their responsibility is actually covered by an insurance contract or in the event of malice on their part.

#### **4.4.2 Acknowledgement of debt**

The Insured Party commits to reimbursing within one (1) month the cost of services that are not guaranteed by the agreement and that We consented to as an advance or voluntary intervention.

#### **4.4.3 Prescription**

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

#### **4.4.4 Jurisdictional clause**

All litigation relating to the present agreement will be settled in the exclusive jurisdiction of the Luxembourg courts.

#### **4.4.5 Governing law**

This agreement is governed by the Law of 27<sup>th</sup> July 1997 on insurance contracts.

#### **4.4.6 Complaints**

Any complaints with regard to the contract can be addressed to:

Europ Assistance S.A. for the attention of the Complaints Officer,  
Boulevard du Triomphe 172 - 1160 Brussels  
E-Mail : [complaints@europ-assistance.be](mailto:complaints@europ-assistance.be)  
Phone: +32 (0)2 541 90 48

Or to :

The Insurance Ombudsman Square de Meeûs 35 at 1000 Brussels ([www.ombudsman.as](http://www.ombudsman.as)) without prejudice to the possibility for the policyholder to take legal action.

#### **4.4.7 Privacy protection**

We will process the Insured Party's data in accordance with national and European laws and regulations. The Insured Party will find any information regarding the processing of personal data in our privacy statement. The Insured Party will find the information under: [www.europ-assistance.lu/privacy](http://www.europ-assistance.lu/privacy).

This privacy statement contains the following information:

- The contact details of the Data Protection Officer (DPO);
- The purpose for the processing of the Insured Party's personal data;
- The lawful interest for the processing of the Insured Party's personal data;
- Third parties who can receive the Insured Party's personal data;
- The retention period of the Insured Party's personal data;
- The description of their rights with regards to the Insured Party's personal data;
- The possibility to file a complaint concerning the processing of to the Insured personal data.

#### **4.4.8 Fraud**

Any form of fraud committed by the Insured Party in submitting his claim or filling out the insurer's questionnaires will result in the Insured Party losing all rights towards Us. All documents must therefore be completed in a comprehensive and meticulous manner. The insurer reserves the right to bring proceedings against a fraudulent Insured Party before the competent courts.