

## TRAVEL ACCIDENT INSURANCE VISA CLASSIC

### Part 1 – DECLARATIONS

- 1. Insurer** **LA LUXEMBOURGEOISE  
Société Anonyme d'Assurances**  
9, rue Jean Fischbach  
L-3372 Leudelange
- hereinafter called the "Insurer",
- 2. Policyholder** **Banque Internationale à Luxembourg,  
société anonyme**  
69, Route d'Esch  
L-2953 Luxembourg  
Grand-Duché de Luxembourg
- hereinafter called "the Bank"

### 3. Eligible persons and insured persons :

All persons holding a VISA Classic, distributed by the Bank:

- All persons domiciled at Cardholder's address. In case of a claim the Insurer is entitled to request proof of residence from the Insured to be provided by the City Hall of the place of residence of Cardholder.
- All minor children and grandchildren of the Cardholder or his/her live-in partner who are not domiciled at Cardholder's address but who occasionally reside at that location whilst being under the Insured's care, custody or control.

### 4. Schedule of benefits:

- a) Loss of life accident indemnity EUR 100.000.  
Specific loss accident indemnity EUR 100.000.  
In case of children's loss of life, the benefit to be paid to the beneficiary will be:
  - children in the age group up to 5 years: EUR 8.000
  - children in the age group from 5 to 15 years: EUR 16.000
  - children above 15 years: EUR 100.000
 The age taken into account is the age at the time of death.
- b) Loss of life accident indemnity EUR 40.000  
Specific loss accident indemnity EUR 40.000  
In case of an accident occurred when travelling by means of a rental car.
2. Search and/or repatriation of mortal remains.  
Maximum limit: EUR 10.000 per insured person.
3. Aggregate limit of indemnity per insured person:  
EUR 110.000 including a maximum of EUR 10.000 per insured for search and/or repatriation of mortal remains.
5. Organised groups are covered up to EUR 2.000 000 for any one accident.
6. Benefits are payable in the local currency of the country in which the VISA Classic is issued at the average exchange rate of the EUR in force on the day of the accident.
7. Cover is granted ONLY when the Insured Person goes on a trip not longer than 60 consecutive days, on condition the fare has been paid by means of a VISA Classic card issued by the Bank.
8. In the event that the cardholder pays only part of this fare for travel through his VISA Classic card, the following will apply:
  - less than 50 % of fare for travel has been paid by using a VISA Classic card account, policy cover does not apply;
  - between 50 % and 75 % of fare for travel has been paid by using a VISA card account, policy cover reduced in same proportion as that to which total fare paid;
  - between 75 % and 100 % policy cover applies 100 %.

### Part 2 – DEFINITIONS

ACCIDENT, bodily injury caused by an accident resulting from reasons beyond the control of the insured, certified by an acknowledged doctor.  
INJURY wherever used in this policy, means bodily injury caused by an accident occurring whilst this policy is in force to the insured person and resulting directly and independently of all other causes in loss covered by this policy provided such injury is sustained under the circumstances and in the manner described in the "Description of Hazards".

SCHEDULE OF BENEFITS wherever used in this policy, means item 6 part 1, "Declarations".

RENTAL CARS, all motorized cars of at least four wheels used by the cardholder for private transport of persons or goods for a period not exceeding 60 days. Leasing and long term rentals are not covered.

PUBLIC CONVEYANCE means all kinds of licensed passenger conveyance by regular line. Chartered flights and shuttle services are considered as public conveyance if their aircraft has been chartered by a travel agency or a tour operator.

Are not covered: airplanes hired by an insured person for private or business purposes, except for persons holding a professional licence to fly and who hire an airplane for use during the period covered by the sojourn extension. Coaches are covered if chartered by a travel agency or a tour operator.

ORGANISED GROUP: a group of people travelling together for whom travel organisation has been arranged by any single member of the group concerned in their joint interests.

NAMED COUNTRY: country of residence.

### Part 3 - DESCRIPTION OF HAZARDS

#### A. Transport

The benefits specified in this policy will be paid if while this policy is in force, an insured person suffers loss resulting, directly and independently of all other cause, from accidental bodily injury (such injury) received during a one-way/return or round trip taken by the insured person between the point of departure and the destination (both as designated in the insured person's ticket) on or after the date of ticket purchase ; provided, however, such injury is sustained under the circumstances specified in 1 or 2 or 3 as follows:

1. Such injury received while travelling as a passenger, and not a pilot or crew member, in or boarding or alighting from or being struck by an air, land or water public conveyance as defined in part 2 ; provided the fare for such travel has been paid as mentioned in Part 1 item 7.
2. Such injury received while travelling as a passenger or driver of a rental car as defined in part 2 ; provided the fare for such travel has been paid as mentioned in Part 1 item 7.
3. Such injury received while travelling as a passenger in a public conveyance as defined in part 2 or in a taxi, or while travelling as a driver or passenger of a private car, but only
  - a) when going directly to an airport or place of embarkation for the purpose of boarding an aircraft, vessel or train on which the insured person is covered by the policy, even if the fare was not paid as mentioned in Part 1 item 7, or
  - b) when returning directly from an airport or place of embarkation after alighting from such aircraft, vessel or train even if the fare was not charged as mentioned in Part 1 item 7.

#### B. Sojourn abroad

The insurance commences from the date on which departure for a journey abroad begins, for which the travel ticket or car rental contract is purchased and charged as mentioned in Part 1 item 9 and runs until the insured person returns to his country of residence for a period of 60 days abroad. During an insured sojourn abroad, accident insurance cover is guaranteed 24 hrs a day.

### Part 4 - LOSS OF LIFE ACCIDENT INDEMNITY

When injury results in loss of life of the insured person within one year after the date of the accident, the insurer will pay the loss of life accident indemnity stated in item 4 "schedule of benefits" in part 1.

### Part 5 - SPECIFIC LOSS ACCIDENT INDEMNITY

When injury does not result in loss of life of the insured person but does result in any one of the following losses within one year after the date of the accident, the insurer will pay the amount set opposite said loss, but not to exceed the specific loss accident indemnity stated in item 4 schedule of benefits - in part 1.

If more than one loss results from one accident, only the amount set opposite one loss (the greater) will be paid.

Loss	Benefit amount
Both hands	)
Both feet	)
The entire sight of both eyes	) the specific loss
One hand and one foot	) accident indemnity
One hand and the entire sight of one eye	)
One foot and the entire sight of one eye	)
One hand	) fifty percent (50%)
One foot	) of the specific loss
The entire sight of one eye	) accident indemnity.

LOSS as used above with reference to hand or foot, means complete severance or complete functional disability through or above the wrist or ankle joint and, as used with reference to eye, means irrecoverable loss of the entire sight thereof.

In the event of any accident to a disabled person the insured person would be entitled to indemnity for any increase in his degree of disablement.

### Part 6 - SEARCH AND REPATRIATION

The cost of searching and salvage for an insured person following an accident will be taken in charge by the insurers.

By these costs must be understood the means used by the rescuers from the point of departure as far as the nearest hospital.

When the insured accident leads to death, the insurers guarantee the reimbursement of the cost of repatriating the mortal remains.

In all cases, the repatriation must be effected in the most economic manner and the company will only reimburse normal and legitimate costs.

The indemnities paid by the insurers for this coverage will never exceed EUR 10.000 per insured person when coverage is granted under item 4 - "schedule of benefits" - in part 1.

### Part 7 - MAXIMUM INDEMNITY PER CARDHOLDER

The insurer will not have to, even if 2 or more VISA or 2 or more insurance certificates are made, pay the amount which exceeds the amounts stipulated in the scale of benefits relative to every loss suffered by an insured person individually, following every accident covered by this policy or every other insurance policy concerning VISA Travel accidents, independently of its place of issue.

The limit of indemnity for which the insurer shall be liable for all losses to any one insured person arising out of any one accident, is the aggregate limit of indemnity in item 4 of part 1 "Declarations".

The limit of indemnity in case of child loss of life will never be higher than laws and regulations in force at the time of acceptance.

The amount of indemnity due under the "loss of life accident indemnity" part 5 and the "specific loss accident indemnity" part 6 of this policy cannot be cumulated.

### Part 8 - EXPOSURE AND DISAPPEARANCE

When, by reason of an accident covered by this policy, an insured person is unavoidably exposed to the elements and, as a result of such exposure, suffers a loss for which indemnity is otherwise payable hereunder, such loss shall be covered under the terms of this policy.

When the insured person disappears and his body is not discovered within the year following the disappearance or the destruction of the means of land, air, sea conveyance in which the insured person was travelling at the time of the accident, it will be assumed that the insured person died as a result of this accident.

### Part 9 - PIRACY, ATTACKS, TERRORISM

Coverage is granted to insured persons if injuries are sustained by acts of piracy, attacks, terrorism, extortion, or other similar event taking place and not excluded under "Exclusions Part 10 2 (a) and 2 (b), always provided that the insured person has taken no active part.

### Part 10 – EXCLUSIONS

This policy does not cover any loss, fatal or non-fatal, caused by or resulting from:

1. suicide or any attempt thereof while sane or self-destruction or any attempt thereof while insane;
2. a) war invasion act of foreign enemy hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, or military or usurped power;  
b) any foreseeable act of any person acting on behalf of or in connection with any organisation with activities directed towards the overthrow by force of any government (whether with legal authority or not) ;
3. illegal acts of an insured person or an insured person's designated beneficiary, executor(s) or administrator(s) or legal heirs or personal legal representative(s);
4. the inebriety of an insured person whilst driving a vehicle unless it can be proved by him or his beneficiaries that there is no causal link. (The state of intoxication will be determined according to the regulations in force in the country where the accident occurred);
5. bets, challenges, well-known perilous acts;
6. the piloting of aircraft except for persons holding a professional licence to fly;
7. motorised speed or reliability trials and races;
8. the insured person engaging during the period of sojourn in manual work, in connection with a profession, business or trade, or in the supervision of such manual work unless this supervision be purely administrative as opposed to physical.

### Part 11 - GENERAL EXCLUSION

The insurers shall not be liable in respect of

- a) injury or loss of life whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss;
- b) any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from
  - (i) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
  - (ii) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

### Part 12 - PAYMENT OF BENEFITS AND BENEFICIARY

The payment of indemnities will be made directly to the beneficiary.

Loss of life accident indemnity and any other accrued indemnities unpaid at the insured person's death shall be payable in accordance with the designation of beneficiary made by the insured person.

If no beneficiary has been designated or if the designated beneficiary has predeceased the insured person, such indemnities shall, at the insured's option and in accordance with the laws of the country of payment, be paid to the insured person's executor(s) or administrator(s), legal heir(s) or personal legal representative(s) with exception of the state.

If, after inquiry no heir is found, benefit will be paid to the policyholder provided such a procedure is not unlawful according to laws and regulations in force.

All other indemnities will be payable to the insured person.

The receipt from the person(s) to whom payment is made will fully discharge the insurer.

Nevertheless, if the card account shows a negative balance when the claim occurs, the company will deduct from the benefit an amount equal to the cardholder debit and pay that amount by priority to the policyholder but only

with the beneficiary's agreement, or, if VISA can prove that this procedure is not unlawful according to cardholder's marriage contract and local laws and regulations.

Benefits are payable in the local currency of the cardholder's country of residence at the average exchange rate of the EUR in force on the day of the accident.

## Part 13 - GENERAL CONDITIONS

### 1. Claims procedure

Gras Savoye Luxembourg SA receives all the declarations of claims which will be transmitted to the Claims Department of the Company.

**In any case, the Cardholder must declare the claim as soon as possible and provide the Company with:**

- A filled and signed declaration of the claim which includes the place and the circumstances of the claim. This declaration of the claim must be provided within 30 days following the date at which the claim was known.
- A payment proof (with the card)

**Addressed to:**

**BIL c/o Gras Savoye Luxembourg SA**  
**by email**  
**to: [bil@grassavoye.lu](mailto:bil@grassavoye.lu)**  
**or**  
**by regular mail: BIL c/o Gras Savoye Luxembourg SA 145, rue du Kiem L-8030 STRASSEN**  
**or by telephone to BIL c/o Gras Savoye Luxembourg SA by using the following numbers:**

from  
Luxembourg: 46 96 01 321  
abroad: +352 46 96 01 321

The declaration of the claim can be asked for by regular mail (BIL c/o Gras Savoye Luxembourg SA 145, rue du Kiem L-8030 STRASSEN), by email ([bil@grassavoye.lu](mailto:bil@grassavoye.lu)) or by phone (+352 46 96 01 321). The declaration is accepted in French, German or English.

The phone reception is open from Monday to Friday between 8 AM and 5:30 PM and is available in 4 different languages (French, German, English and Luxembourgish).

**The Insured or the Beneficiary who intentionally provides the Company with false information, such as the date, the nature, the causes, the circumstances and the consequences of the claim, or with false or altered documents with the intentions to mislead the Company, loses all rights to the benefits for the involved claim.**

All required measures have to be taken without any delay in order to limit the consequences of the claim.

In case of a delay attributable to the Insured concerning the declaration of the claim or the providing of necessary information and if the Company decides that this delay is detrimental for the Company, the Insured will bear the consequences of this delay on his/her own to the extent of the prejudice

suffered by the Company.

The representatives or doctors that the Company names (the representatives or doctors named must practise in Luxembourg or in the Insured's country of residence) shall, unless there is justified opposition, have free access to the Insured in order to certify his/her condition or, if necessary, to carry out an autopsy. The Insured agrees that medical information concerning his/her state of health shall be communicated to the Company's medical expert.

Any unjustified refusal to comply with this control, after notice by registered letter with acknowledgement of receipt, will render the insurance invalid.

### 2. Statute of limitation

Any legal action for compensation under this policy will expire 3 years after the occurrence of the event which led to submission of the claim.

### 3. Subrogation

The insurer becomes subrogated to the rights and claims of the insured against any liable third parties for the amount of the compensation. In case such subrogation becomes impossible due to any intervention by the insured, the insurer retains the right to claim from the insured reimbursement of the indemnity paid in proportion of the prejudice sustained.

### 4. Jurisdiction clause

Any dispute arising from the insurance contract will be the exclusive jurisdiction of the courts of the Grand Duchy of Luxembourg, and will be exclusively governed by Luxembourg law, unless otherwise stipulated in the insurance policy itself.

### 5. End of coverage

Benefits are automatically cancelled in case of non-renewal or cancellation of the VISA Classic issued by the Bank, including the purchases already paid.

### 6. Protection of personal data

By express agreement and in accordance with the Law of 02.08.2002 on the protection of individuals with regard to the processing of personal data, as amended, the insured or the beneficiary authorizes the Insurer to record and process personal data collected from him by the Insurer and/or Policyholder, with a view to agree to the present guarantees, to monitor the membership and settle any possible claim.

The personal data thus collected is intended for the Insurer, the representatives of the Insurer for management purposes, the Insurer's contractual partners contributing to the achievement of management.

In his capacity as manager of data processing, the Insurer may disclose the data to any third party in the cases and pursuant to the terms and conditions set out in Article 111-1 of the Law of 06.12.1991 on the insurance sector sanctioning professional secrecy in the field of insurance.

The insured or beneficiary has the right to access, rectify or delete data. Any such request must be sent either directly to the Policyholder and/or the Insurer.

The data retention time is limited to the duration of the MasterCard Platinum card and the subsequent period during which the retention of data is necessary to enable the Insurer to meet its obligations in terms of limitation or under other legal requirements.