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### Introduction

These Terms and Conditions summarise the conditions for the entry into force, the scope of cover and the formalities to be completed in order to lodge a claim under the insurance policy that the Policyholder, POST Luxembourg, has taken out with Foyer Assurances, for the benefit of Cardholders who are POST Luxembourg customers.

You meet the requirements mentioned in the Terms and Conditions to benefit from insurance cover.

### Eligibility

The cover summarised in this document is available only to holders of a valid Card at the time of the occurrence of a claim.

### Insurance policy number

20751921

### Insurer/Foyer Assurances

Foyer Assurances, dont le siège social se situe  
12, rue Léon Laval à L-3372 Leudelange.

### Policyholder

POST Luxembourg, whose registered office is at 38, place de la Gare L-2020 Luxembourg, is the sole Policyholder of the insurance policy and has its own rights under this insurance policy against Foyer Assurances.

### Cardholder

The natural person whose name is printed on the Card.

### Card

The valid VISA CLASSIC credit card issued by the Policyholder, POST Luxembourg

### Use of capitalised terms

Capitalised terms used in these Terms and Conditions shall have the same meaning as defined herein. Terms without specific definitions have the common meaning attributed to them.

Delivery insurance for goods purchased online	
Maximum per calendar year	EUR 1.000,00
Maximum per claim	EUR 300,00
Purchase Protection Insurance	
Maximum per calendar year	EUR 1.000,00
Maximum per claim	EUR 300,00
Travel Insurance	
→ Travel Accident Insurance	
Maximum per person	EUR 100.000,00

# 1. DELIVERY INSURANCE FOR GOODS PURCHASED ONLINE

## 1.1. Definitions

### Insured Party:

Any Holder of a VISA CLASSIC credit card.

### Third Party:

Any person other than the Insured Party.

### Insured Item:

Any new personal property purchased via the internet from a Retailer, provided that the item is sent by post or private carrier, has a unit value of EUR 50 or more including tax, is not excluded from this cover and the full amount has been paid with the Card.

### Retailer:

Any retailer offering the sale of the Insured Items via the Internet.

### Non-compliant delivery:

The Insured Item received does not correspond to the manufacturer or distributor reference indicated on the order form and/or the Insured Item is delivered defective, broken or incomplete.

### Non-delivery:

The delivery of the Insured Item has not been made within forty-five (45) calendar days of the loss being known/occurring

### Online Payment:

Payment transaction carried out on the internet, using a Card, with or without entering the confidential code (PIN), without a handwritten or electronic signature, and the amount of which is debited to the Insured Party's account.

### Claim:

Occurrence of an event insured under this cover.

## 1.2. Cover includes

In the event of a delivery incident following the purchase of an Insured Item on the internet, the Insured Party shall benefit from Delivery Insurance for goods purchased on the internet under the cumulative conditions set out below:

- the payment for the Insured Item must have been made with the Card during the period of validity of the Card;
- the purchase charge must appear on the Visa statement;

## 1.3. Compensation Procedure

Compensation is only payable by Foyer Assurances if no satisfactory amicable solution has been found with the Retailer, by Foyer Assurances or the Insured Party, at the latest on the 90th calendar day following the debit of the payment of the Insured Item:

### 1.3.1. In the event of non-delivery of an Insured Item:

Foyer Assurances shall reimburse the Insured Party for the amount corresponding to the purchase price (including VAT) of the Insured Item within the limit of the sums effectively paid to the Retailer and within the limits of the ceiling provided for in Article 1.5 "Amount of compensation per Claim and per year".

### 1.3.2. In the event of non-compliant delivery of an Insured Item:

- If the Retailer accepts the return of the Insured Item, in order to send a replacement item or make a refund to the Insured Party, the guarantee covers the cost of returning the Insured Item to the Retailer, if these costs are not covered by the Retailer;
- If the Retailer accepts the return of the Insured Item but does not send a replacement item or does not reimburse the Insured Party, the guarantee covers the cost of re-shipment and the reimbursement of the purchase price of the Insured Item (excluding shipping costs);
- If the Retailer does not accept the return of the Insured Item, the guarantee covers the shipping costs of the Insured Item sent to Foyer Assurances and the reimbursement of the purchase price of the Insured Item (excluding shipping costs).

The purchase price of the Insured Item is understood to be inclusive of taxes and within the limit of the sums actually paid to the Retailer.

Foyer Assurances reserves the right to carry out an expert appraisal or investigation at its own expense to assess the circumstances and the amount of the loss actually suffered by the Insured Party and hence the amount of compensation to be granted to the Insured Party under these Terms and Conditions.

## 1.4. Exclusions

This cover excludes the following items and Claims resulting from:

- Animals;
- Perishable goods and commodities, foodstuffs;
- Beverages;
- Vegetable matter;
- Motor vehicles;

- Cash, shares, bonds, coupons, negotiable instruments and commercial paper, securities of any kind;
- Jewellery or precious objects such as works of art, gold and silverware with a unit value of more than EUR 50;
- Digital data to be viewed or downloaded online (including MP3 files, photographs, software, etc.);
- Services, including those consumed online;
- Goods purchased for resale as merchandise;
- The intentional or fraudulent fault of the Insured Party;
- The consequences of acts suffered by the Insured Party during a civil or foreign war;
- A strike by service providers or transporters, a lockout or sabotage committed as part of a concerted strike, lockout or sabotage;
- Any Claim resulting from the fraudulent use of the Card.

## 1.5. Amount of compensation per Claim and per year

EUR 300 (including tax) per Claim with a maximum of EUR 1,000 (including tax) per Insured Party per consecutive 12-month period.

When the damaged Insured Item is part of a set and proves to be both unusable separately and irreplaceable, the compensation is paid by Foyer Assurances up to the purchase price of the item as a whole.

The compensation is paid via bank transfer in euros, including all taxes, to the bank account specified by the Insured Party.

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

The Insured Party must report the Claim to Foyer Assurances by sending the completed and signed claim form as soon as possible and at the latest within forty-five (45) calendar days the loss being known/occurring.

The claim form can be found at [www.post.lu](http://www.post.lu)

The claim form must include all the following documentary evidence of the Claim.

- In the event of non-compliant delivery, the Insured Party is presumed to have knowledge of the Claim as soon as the delivery is received or as soon as he/she has knowledge of the non-compliance of the delivery.
- In the event of non-delivery, the Insured Party is presumed to have knowledge of the Claim as soon as the Insured Items have not been delivered to him/her within the period specified in the Retailer's general conditions of sale. Following receipt of the notification, Foyer Assurances shall intervene, on behalf of the Insured Party, directly with the Retailer or the carrier so that an amicable solution can be found.

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

The Insured Party must provide proof of his or her loss for the purposes of compensation and in particular:

- Printed copy of the order receipt, any confirmation of acceptance of the order from the Retailer or the print-out of the order screen,
- A copy of the Insured Party's Visa statement or direct debit notice showing the amount(s) debited for the order,
- In the case of delivery by a carrier, the delivery note given to the Insured Party,
- In the case of a postal item received by the Insured Party, the tracking of the delivery (track&trace) in the possession of the Insured Party,
- In the event of the return of the Insured Item to the Retailer, proof of the amount of the shipping costs with acknowledgement of receipt.

Foyer Assurances may ask the Insured Party for any other supporting document that it deems necessary to investigate the case (testimony, statement, etc.).

## 1.7. General Provisions of the Cover

Effective cover start date: This cover takes effect on the date of issue of the Card or, if this date is earlier than 1 January 2023, the effective date of the Insurance Policy, on 1 January 2023.

End of cover: The cover shall be immediately terminated by operation of law in the event of non-renewal or withdrawal of the Card or in the event of the surrender of the insurance policy taken out by the Policyholder, POST Luxembourg, with Foyer Assurances, on the date on which the insurance policy expires following its surrender.

Payment of the compensation: If a Claim is notified in accordance with the above-mentioned procedures and if Foyer Assurances finds that this Claim is covered, Foyer Assurances will pay the compensation within 15 calendar days from the date of confirmation by Foyer Assurances that the cover is indeed effective.

# 2.2. PURCHASE PROTECTION INSURANCE ACHATS

## 2.1. Definitions

### Insured Party:

Any Cardholder acting for a purpose other than his or her commercial or professional activity.

### Insured Item:

Any personal property with a unit value of EUR 50 or more, including all taxes, purchased new and paid in full with the Card, excluding the following goods:

- jewellery,
- furs,
- live animals,
- plants,
- perishable goods or beverages,
- cash,
- currencies,
- traveller's cheques,
- travel tickets and any negotiable instruments,
- new or used motor vehicles.

### Claim:

Aggravated Theft of the Insured Item or accidental damage to the Insured Item.

Theft: Breaking and Entering or Robbery.

### Simple larceny:

Any theft committed without threats or violence, without breaking and entering or climbing or using false keys or fraudulent means.

### Breaking and Entering:

Forcing, damaging or destroying any locking mechanism.

### Robbery:

Any threat or physical violence exercised by a Third Party in order to remove the Insured Item from the Insured Party.

### Accidental Damage:

Any destruction, partial or total damage due to a sudden external event.

### Jewellery:

Any object intended to be worn by the person consisting wholly or partly of precious metals or stones.

Third party: Any person other than the Insured Party, his/her spouse or legal cohabitant, his/her ascendants or descendants.

## 2.2. Cover includes

### Purpose of the Insurance:

Foyer Assurances shall reimburse the Insured Party within the following limits:

- In the event of Aggravated Theft of the Insured Item: the purchase price of the stolen Insured Item,
- In the event of Accidental Damage (shattering, breakage) caused to the Insured Item: the cost of repairing that item or, if that cost exceeds the purchase price of the Insured Item or if it is not repairable, the purchase price of the Insured Item

### Duration of the Cover:

The cover is effective as long as the Aggravated Theft or the Accidental Damage occurs within 90 days from the date of purchase or the date of delivery of the Insured Item.

### Cover Amount:

EUR 300 per Insured Party and per Claim, with a maximum of EUR 1,000 per consecutive 12-month period.

Theft or accidental damage to a set of Insured Items shall be considered as one and the same claim.

### Cover threshold:

The cover only applies to goods purchased with a unit value of EUR 50 or more, including all taxes.

### Set:

If the Insured Item is part of a set and, as a result of the Claim, it is unusable or irreplaceable individually, the cover applies to the item as an entire set.

## 2.3. Exclusions

The cover does not include any Claim arising from:

- an intentional or fraudulent fault on the part of the Insured Party or one of his or her relatives (spouse, legal cohabitant, ascendant or descendant);
- the simple disappearance or loss of the Insured Item;
- damage to the Insured Item during transport or handling by the seller;
- a theft other than the Theft as specified herein; including simple larceny;
- normal wear and tear or gradual deterioration of the Insured Item due to erosion, corrosion, moisture or the effect of cold or heat upon it;

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[www.post.lu](http://www.post.lu)

- a defect in the Insured Item;
- failure to comply with the conditions of use of the Insured Item as recommended by the manufacturer or distributor of said Item;
- a manufacturing defect in the Insured Item;
- civil or foreign war;
- an embargo, confiscation, capture or destruction of the Insured Item by order of a government or public authority;
- nuclear decay or ionising radiation;
- goods purchased for resale.

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

In the event of a claim: As soon as the Insured Party notices the Theft or the Accidental Damage caused to the Insured Item, he/ she must:

- in the case of Theft: file a report with the competent authorities within 48 hours;

### in all cases:

report the Claim to Foyer Assurances by sending the completed and signed claim form as soon as possible and at the latest within forty-five (45) calendar days of knowledge/occurrence of the Claim. The claim form can be found at [www.post.lu](http://www.post.lu)

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

### Evidence of Claim:

the Insured Party must provide Foyer Assurances with:

- the Visa statement showing payment for the Insured Item using the Card,
- any supporting document that identifies the Insured Item as well as its purchase price and the date of purchase, such as an invoice or sales receipt.
- In the case of Theft, the Insured Party must also provide Foyer Assurances with the following documents:
- the original police report;
- any evidence of the Claim, either:
  - a. in the case of Robbery: any evidence such as a medical certificate, testimony or written statement, dated and signed by the witness, mentioning his/her surname, first name, date and place of birth, address and occupation),
  - b. in the case of Breaking and Entering: any document proving the break-in, such as, for example, the estimate or invoice for the repair of the locking mechanism or a copy of the declaration made by the Insured Party to his or her multi-risk home or car insurer.

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

- the original repair estimate or invoice, or
- the seller's certification specifying the nature of the damage and certifying that the Insured Item is irreparable.

Foyer Assurances reserves the right to request any other document or information necessary to validate the Claim and to assess the compensation.

## 2.5. General Provisions of the Cover

### Geographical scope of the cover:

Worldwide.

### Expert appraisal/Payment of compensation:

A loss adjuster or investigator may be sent by Foyer Assurances to assess the circumstances of the claim and to assess the amount of compensation.

### Effective cover start date:

This cover takes effect on the date of issue of the Card or, if this date is earlier than 1 January 2023, the effective date of the Insurance Policy, on 1 January 2023.

### End of cover:

The cover shall be immediately terminated by operation of law in the event of non-renewal or withdrawal of the Card or in the event of the surrender of the insurance policy taken out by the Policyholder, POST Luxembourg, with Foyer Assurances, on the date on which the insurance policy expires following its surrender.

### Payment of the compensation:

If a Claim is notified in accordance with the above-mentioned procedures and if Foyer Assurances finds that this Claim is covered, Foyer Assurances will pay the compensation within 15 calendar days from the date of confirmation by Foyer Assurances that the cover is indeed effective.

## 3. TRAVEL INSURANCE

### 3.1. Definitions

#### Company:

Any legal entity that is the principal cardholder whose account associated with the Card is used for business purposes and who has made the Card available to the Cardholder for the purpose

of performing his or her role as an employee, owner or officer of that Company.

#### Private Journey:

Any travel for purposes other than professional or commercial, of a distance greater than 100 km from the Insured Party's home, for which a minimum of one night has been booked in advance, up to a maximum of 90 consecutive days, and for which at least 30% of the cost of transport or accommodation has been paid with the Card.

#### Business Journey:

Any travel by the Cardholder in the course of his or her role as an employee, owner or officer of the Company of more than 100 km from the Insured Party's home, for which a minimum of one night's accommodation has been booked in advance, with a maximum of 90 consecutive days, and for which at least 30% of the cost of travel or accommodation has been paid for by a Card which is made available to the Cardholder by the Company where the Cardholder works as an employee, owner or officer of that Company.

#### Insured Journey:

Any Private or Business Journey.

#### Insured Party:

In the case of a Private Journey:

- Any Cardholder.
- Family members living in the same household as the Cardholder, when travelling with the Cardholder or separately, and only if at least 30% of the cost of the ticket or accommodation was paid for with the Card.

In the case of a Business Journey:

- Any Cardholder.
- Any employee, owner or officer of the same company as the Cardholder if at least 30% of the cost of the travel or accommodation was paid for with the Card.

#### Family:

The spouse or partner of the Insured Party, the natural or adopted children of the Insured Party or those of his/her spouse or partner who remain dependent on the Insured Party.

#### Partner:

The person with whom the Cardholder forms a de facto or legal entity at the time of the claim, living under the same roof on a permanent basis and domiciled at the same address, within the meaning of the Luxembourg law of 9 July 2004 on the legal effects of certain partnerships.

#### Payment by Card:

Any payment made with the Card, either directly (via a payment terminal) or indirectly (communication of the Card details on the Internet, use of a third-party system such as Apple Pay, etc.):

#### Illness:

Any alteration in the Insured Party's health certified by an authorised medical authority that prevents him/her from undertaking the booked travel.

#### Accident:

Any unintentional bodily injury suffered by the Insured Party, resulting from the sudden action of an external cause, established by an authorised medical authority

#### Significant material damage:

Any material damage caused by fire, theft, water damage, explosion, collapse at the Insured Party's home or business premises, the seriousness of which imperatively requires the presence of the Insured Party to take the necessary precautionary measures or when his/her presence is required by the police authorities.

#### Assault:

Any act or threat of an act of physical violence, perpetrated with intent to harm, which causes material, physical and/or psychological damage.

#### Natural Disaster:

A phenomenon such as an earthquake, volcanic eruption, tidal wave, flood or natural disaster, caused by the abnormal intensity of a natural agent and recognised as such by the political authorities.

#### Robbery:

Any act of violence committed by a third party on the person of the Insured Party or any constraint voluntarily exercised by a third party with a view to taking the Insured Party's possessions.

#### Breaking and Entering:

Intrusion by breaking, forcing, removing or smashing the enclosure or lock of a closed, covered and locked property or a locked motor vehicle.

#### Aggravated Theft:

Robbery and Breaking and Entering.

#### Non-aggravated Theft:

Theft without violence or breaking and entering.

#### Simple larceny:

Any theft committed without threats or violence, without breaking and entering or climbing or using false keys or fraudulent means.

#### Travel documents:

The passport or identity card required by the transport company to undertake the Insured Journey.

Force majeure: An event which is the consequence of a cause external to and beyond the control of the Insured Party, unforeseeable and which results from a:

- natural disaster, or
- a major political event except war and civil war, or
- illness, or
- accident.

#### Baggage:

Personal objects, except for financial assets, belonging to the Insured Party or for which the Insured Party is responsible, taken or sent on beforehand.

#### Physician:

Any person legally authorised and licensed to practice medicine in the country where the damage occurs and/or the treatment of such damage.

#### Intoxication:

All disorders due to the introduction into the Insured Party's body:

- of alcohol with a measured pure alcohol content higher than the maximum permitted content stipulated in the legislation of the country where the damage occurs.
- of illegal substances.

#### Bodily Injury:

Any physical harm to a person.

#### Material damage:

Any alteration, deterioration, accidental loss and/or destruction of an object or substance, including any physical injury to an animal.

#### Accident:

A sudden event occurring during the period of validity of the policy, the cause or one of the causes of which is external to the Insured Party's body and which causes bodily injury to the Insured Party.

The following are considered as accidents, as long as they occur to the Insured Party during the period of validity of the policy:

- Damage to health which is the direct and exclusive consequence of an insured Accident or of an attempt to save persons or property in danger;
- Inhalation of gases or vapours and absorption of toxic or corrosive substances;
- Dislocations, distortions, and muscle strains and tears caused by sudden physical effort;
- Frostbite, heat stroke, sunstroke;
- Drowning;
- Anthrax, rabies, tetanus.

#### War:

Any armed conflict, whether declared or not, by one State to another State, an invasion or a state of siege. In particular, the following are considered to be war: any warlike activity, including the use of military force by any sovereign nation for economic, geographic, nationalistic, political, racial, religious or other purposes.

#### Civil war:

Any armed conflict, between two or more parts of the same state on ethnic, religious or ideological grounds. In particular, the following are considered to be civil war: an armed revolt, revolution, riot, coup d'état, the consequences of martial law, the closure of borders ordered by a government or local authorities.

#### Terrorism:

The following are considered to be acts of terrorism, which result in the closure of the airport(s) and/or airspace and/or terminal or station abroad and/or in the country of destination on the return journey:

- Any actual or threatened use of force or violence intended to cause, or causing damage, injury, harm or disruption;
- The commission of an act dangerous to human life or property, against any individual, property or government with the expressed or implied purpose of pursuing economic, ethnic, nationalistic, political, racial or religious interests, whether or not such interests are declared.
- Any act verified or recognised by the relevant government as an act of terrorism.

#### Hospital:

An establishment duly approved and authorised in the country of the damage and/or treatment and responsible for the medical treatment of patients and injured persons, excluding the following establishments: quarantine facilities, sanatoriums, psychiatric and rehabilitation institutes, rest homes and other such institutions.

#### Rental Vehicle:

Any motorised vehicle with at least four wheels (including motor homes and lorries) used for the private transport of persons or objects, for a maximum period of 90 days. Lease cars or long-term rental cars are excluded.

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## 3.2. Travel Accident Insurance

### Purpose of the policy:

1. Provided that at least 30% of the cost of the Insured Journey has been paid with the Card, Foyer Assurances shall extend cover to the Insured Party travelling by one of the following means of transport during the Insured Journey: by air, rail, boat or bus from the country of habitual residence, for amounts listed elsewhere.
2. The cover is also effective for a maximum of 90 days during the stay, provided that the death or the permanent partial disability occurs as a result of the use of either a public means of transport referred to in point 1, or of a Rental Vehicle, or a taxi.

### 3.2.1. Cover includes

In the event of an accident occurring while using one of the above-mentioned means of public transport, the Insured Parties are covered in the event of death or permanent disability, provided that this represents at least 25%, calculated according to the "GUIDE BAREME EUROPEEN d'évaluation médicale des atteintes à l'intégrité physique et psychique" (European physical and mental disability rating scale for medical purposes) in force on the day of the Accident.

#### Death following an Accident

If the Insured Party dies as a result of the aforementioned Accident within 90 days of the insured Accident, the day of the Accident being counted as the 1st day, the amount mentioned elsewhere will be paid to the beneficiaries.

If, at the end of a period of at least six months following the Accident and after verification of all the available evidence and supporting documentation, Foyer Assurances has every reason to suppose that it is an insured loss, the death of the Insured Party will then be considered as an event capable of triggering the guarantee.

If, after payment, it is found that the Insured Party is still alive, all amounts paid by Foyer Assurances in settlement of the compensation shall be reimbursed by the beneficiary(ies). Compensation for death and permanent disability cannot be combined.

#### Permanent disability following an Accident

When the Insured Party is the victim of an insured Accident and it is medically established that a permanent disability remains, Foyer Assurances shall pay the capital calculated on the basis of the amount mentioned elsewhere multiplied by the degree of disability set according to the "GUIDE BAREME EUROPEEN d'évaluation médicale des atteintes à l'intégrité physique et psychique" (European physical and mental disability rating scale for medical purposes) in force on the day of the Accident; this amount shall not exceed a degree of disability of 100%, however. When the degree of disability is equal to or exceeds 66%, the disability will be considered total and compensated at the rate of 100%.

Injuries to limbs or organs previously disabled or suffering functional loss shall only be compensated by the difference between the condition before and that after the Accident. The assessment of injury to one limb or organ cannot be increased by the pre-existing impairment of another limb or organ.

In the event of aggravation of the consequences of an accident by infirmities, diseases, causes or circumstances unrelated to the Accident, the compensation may not be greater than that which would have been due if the accident had occurred to a healthy body.

The compensation is granted on the basis of the conclusions of the Physician appointed by Foyer Assurances or of the medical certificates submitted if no Physician has been appointed.

If consolidation is not achieved within 12 months of the accident, Foyer Assurances may, at the request of the Insured Party, pay a provision equal to a maximum of half of the minimum indemnity that is likely to be granted on the day of consolidation.

Compensation for death and permanent disability cannot be combined.

#### Repatriation of the body following an Accidental Death

Foyer Assurances shall pay the substantiated costs of repatriation of the body of the Insured Party to the country of residence, including the necessary post-mortem treatment, coffin, embalming and customs duties, up to the amount stated elsewhere.

Foyer Assurances does not organise the repatriation of the body.

#### Search and rescue costs

Foyer Assurances shall pay the substantiated costs of rescue and/or search if the Insured Party is immobilised as a result of bodily injury up to the amount stated elsewhere.

Foyer Assurances does not organise the rescue and/or search.

#### Transport to a Hospital

If an Insured Party suffers bodily injury as a result of an Accident, Foyer Assurances will pay the costs of transport to a more suitable or better-equipped Hospital up to the amount stated elsewhere, provided that these costs are reasonably and necessarily incurred.

Foyer Assurances does not arrange transport to a hospital as described above.

#### Medical repatriation

If an Insured Party suffers Bodily Injury as a result of an Accident, Foyer Assurances will reimburse all repatriation costs reasonably and necessarily incurred as a direct consequence thereof, up to a maximum of seven days following the date of the Accident, the day of the Accident being counted as the 1st day, up to the amount stated elsewhere.

Foyer Assurances does not organise medical repatriation.

#### Age limit

The cover ends automatically on the day of the Insured Party's 80th birthday.

### 3.2.2. Bénéficiaires en cas de décès

The Insured Party may name another beneficiary by sending a letter to Foyer Assurances.

In the event of the death of the Insured Party, the beneficiaries are:

- the named beneficiary, failing which
- the spouse not legally separated from the Insured Party, failing which
- the Partner of the Insured Party, failing which
- the children of the Insured Party, failing which
- the grandchildren of the Insured Party, failing which
- the parents of the Insured Party, failing which
- the brothers and sisters of the Insured Party, failing which
- the Insured Party's beneficiaries, with the exception of the State.

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

### 3.2.3. Aviation risk

The insurance extends to the use as a passenger of any aircraft or helicopter duly authorised for the carriage of persons, provided that the Insured Party is not a member of the crew or engaged in any professional or other activity relating to the aircraft or the flight itself.

### 3.2.4. Exclusions

The cover does not apply in the following cases:

- War, Civil War. However, the Insured Party remains covered for 14 calendar days from the start of the hostilities if he/she is surprised by these events abroad and does not actively participate in them.
- An intentional and/or provocative and/or obviously reckless act, unless it is a conscious attempt to rescue people and/or animals and/or goods.
- Intoxication.
- Suicide or attempted suicide.
- Nuclear reactions and/or radioactivity and/or ionising radiation, unless these appear during essential medical treatment following an insured loss.
- Sports, including training, practised professionally and/or for payment, as well as unpaid amateur practice of the following sports: air sports, with the exception of ballooning.
- Mountaineering, climbing, hiking off the beaten track and/or officially marked trails.
- Big game hunting.
- Ski jumping, alpine skiing and/or snowboarding and/or cross-country skiing, practised away from the practicable and/or officially marked ski runs.
- Caving, rafting, canyoning, bungee jumping, scuba diving with breathing apparatus.
- Martial arts.
- Competition with motorised vehicles, with the exception of tourist rallies for which no time and/or speed standards are imposed.
- Participation and/or training and/or preparatory trials in speed contests.
- Wagers and/or challenges, quarrels and/or fights, except in cases of self-defence (a report from the authorities must be provided in evidence)
- Disturbances and measures taken to combat such disturbances, unless the Insured Party and/or the beneficiary prove that the Insured Party did not actively participate in them.

### 3.2.5. Compensation

The benefits are determined on the basis of the medical and factual data available to Foyer Assurances. The Insured Party and/or the beneficiary(ies) has/have the right to accept or refuse this compensation. In the latter case, he/she/they must inform Foyer Assurances of his/her/their objections by registered letter sent within 10 calendar days of receipt of the notice.

All benefits are payable without interest after acceptance by the Insured Party and/or the beneficiary(ies). In the event of refusal by Foyer Assurances, any claim for compensation shall lapse three years after the notification.

### 3.2.6. Compensation Limits

The sums insured, as defined below, are the maximum amounts payable per insured person under this cover, for any one insured claim, regardless of the number of Cards used:

#### 1. Death following an Accident

if the Accident occurs while driving or occupying a Rental Vehicle: EUR 50,000

any other Accident: EUR 100,000

If the Insured Party is a minor at the time of the Accident, the above amounts are halved.

#### 2. Permanent disability following an Accident

Permanent disability of 66% or more following an Accident: EUR 100,000

Permanent disability of between 25% and 65% following an Accident:

EUR 3,400 per percentage of permanent partial disability from 25%, maximum EUR 100,000

#### 3. Repatriation of the body following an Accidental Death

10,000 EUR

#### 4. Search and rescue costs

15,000 EUR

#### 5. Transport to a Hospital

10,000 EUR

#### 6. Medical repatriation

10,000 EUR

The cumulative compensation under the cover detailed in points 3., 4., 5. and 6. above shall in no case exceed EUR 20,000.

The Compensation Terms and Conditions shall apply.

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

The Insured Party must report the claim to Foyer Assurances by sending the completed and signed claim form as soon as possible and at the latest within forty-five (45) calendar days of knowledge/occurrence of the claim

The claim form can be found at [www.post.lu](http://www.post.lu)

#### The claim form must include all the documentary evidence of the claim listed below

In all cases, the Insured Party must provide Foyer Assurances with:

- a completed and signed claim form indicating the location and circumstances of the claim, - proof of payment with the Card.

## 3.4. General terms and conditions

#### Expert appraisal/Payment of compensation:

A loss adjuster or investigator may be sent by Foyer Assurances to assess the circumstances of the claim and to evaluate the amount of compensation.

#### Effective cover start date:

This cover takes effect on the date of issue of the Card or, if this date is earlier than 1 January 2023, the effective date of the insurance policy, on 1 January 2023.

#### End of cover:

The cover shall be immediately terminated by operation of law in the event of non-renewal or withdrawal of the Card or in the event of the surrender of the insurance policy taken out by the Policyholder with Foyer Assurances.

#### Payment of the compensation:

If a Claim is notified in accordance with the above-mentioned procedures and if Foyer Assurances finds that this Claim is covered, Foyer Assurances will pay the compensation within 15 calendar days from the date of confirmation by Foyer Assurances that the cover is indeed effective.

## 4. GENERAL PROVISIONS APPLICABLE TO THE INSURANCE POLICY

Prescription: Any action arising from this policy shall be time-barred after three (3) years from the event giving rise to it.

#### Complaints – Ombudsman:

For any complaint relating to the conditions of application of this cover, the Insured Party may send a written complaint:

- either to the Quality Control Department of Foyer Assurances, using the contact form available at <http://www.foyer.lu>.
- or to the General Management of Foyer Assurances.
- or to the Insurance Ombudsman (ACA – <https://www.aca.lu/fr/> or the ULC – <https://www.ulc.lu/fr/>);
- or the Office of the Insurance Commissioner (<https://www.caa.lu>).

#### Disputes:

The lodging of a claim does not in any way reduce the possibility for the Policyholder and/or the Insured Party and/or the beneficiary(ies) to take legal action.

## POST Luxembourg

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Bureaux et Siège : 20, rue de Reims L-2417 Luxembourg / RCS Luxembourg : J28 / TVA : LU 15400030

[www.post.lu](http://www.post.lu)

## Applicable law and jurisdiction:

This policy is governed by Luxembourg law. Any dispute between the parties shall be subject to the exclusive jurisdiction of the courts and tribunals of Luxembourg.

## Protection of Personal Data:

In accordance with Regulation EU 2016/679 of the European Parliament and of the Council of 27 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 1 August 2018 on the organisation of the National Data Protection Commission and the implementation of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 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 (hereinafter indicated together with the entity or entities involved in the policy) collect, record and process the data that the policyholder and the insured party(ies) have communicated to them, as well as those that they will communicate to them subsequently, with a view to assessing the risks of preparing, drawing up, managing, executing the insurance policy(ies), settling any claims and preventing any fraud.

The special categories of personal data concerning health are processed by the entity or entities involved in the policy strictly for the purpose of Article 9 paragraph (2) g) of the GDPR or on the basis of your prior and explicit consent unless there is a specific legal basis or legal exceptions such as the preservation of vital interests or the safeguarding of a legitimate interest.

No personal data will be processed for commercial prospecting purposes without the express consent of the persons concerned, who retain the right to withdraw their consent.

The data controller is the entity or entities involved in the policy

It may disclose this data to third parties, in particular to the reinsurer, medical advisers, lawyers or other service providers, as well as in the context of legal and regulatory obligations. This disclosure shall be made in accordance with the terms and conditions set out in Article 300 of the law of 7 December 2015 on the insurance sector.

In the event that your personal data is transferred, recorded and stored on a cloud server managed by a third-party host located in the EU, this transfer is done in strict compliance with the provisions of the GDPR.

In the event that personal data is transferred outside the EU, all the protection measures contemplated by the GDPR will be required, provided for and observed in accordance with this regulation and more specifically Chapter V relating to transfers to third countries.

Similarly, all obligations arising in particular from Article 35 on the obligation to carry out a data protection impact assessment will be respected.

The disclosure in accordance with the terms and conditions set out in Article 300 of the law of 7 December 2015 on the insurance sector will in particular be made, in relation to the insurance intermediary in charge of managing the contractual relationship existing between the entity or entities involved in the policy and the policyholder, when this is an insurance agent or a Luxembourg insurance broker.

Where intermediation is provided by a non-Luxembourg insurance broker, the policyholder expressly authorises the entity or entities involved in the policy to communicate to the broker any information relating to the policy. The policyholder may revoke this communication mandate at any time by

sending a request by registered letter with acknowledgement of receipt to the entity or entities involved in the policy.

In addition, if the policyholder seeks advice on insurance distribution from an insurance agent who is a member of the distribution network of the entity or entities involved in the policy but who is not yet an insurance intermediary vis-à-vis the policyholder, the latter authorises the entity or entities involved in the policy to communicate to this insurance agent the personal data (surname, first name, address, date of birth, bank details and, where applicable, data relating to persons usually living in the household) necessary to enable the agent to serve and advise the policyholder usefully in its new requests. Here again, the policyholder may revoke this communication mandate at any time by sending a request by registered letter with acknowledgement of receipt to the entity or entities involved in the contract. The policyholder has a right of access, limitation, deletion within the legal limits, rectification and portability of its data, which can be exercised by sending a written request to the address of the data controller.

The period for which the data will be stored is limited to the duration of the policy and to the period during which the storage of the data is necessary to enable the entity or entities involved in the policy to meet its/their obligations in accordance with limitation periods or other legal dispositions.

The entity or entities involved in the policy have appointed a Data Protection Officer who can be contacted by post at the address of the data controller or electronically at [dataprotectionofficer@foyer.lu](mailto:dataprotectionofficer@foyer.lu).

## Professional secrecy, subcontracting and subcontracting to cloud computing providers:

Foyer Assurances attaches great importance to observing the professional secrecy and confidentiality of its customers' data, and undertakes at all times to implement all necessary and required measures to ensure the confidentiality of data according to the highest security standards and in compliance with the regulations in force.

In order to guarantee a high level of service quality and to provide its customers with the most advanced technologies, Foyer Assurances may use service providers, subcontractors and cloud computing technologies. In all cases, the data provided will be protected according to high standards of security, including those contemplated under the GDPR.

When the communication of data protected by professional secrecy in insurance matters takes place within the framework of subcontracting and cloud computing technologies, set up at the initiative of Foyer Assurances, within the meaning of Article 2bis paragraph 2 of Article 300 of the Law of 7 December 2015 as amended, with a third-party service provider, other than those referred to in the aforementioned Article 300, the policyholder expressly consents to any subcontracting, including cloud computing, that is used, and can access the details of these subcontracting arrangements at any time (list of subcontractors) under the link <https://www.foyer.lu/fr/transparency>. It can also obtain a paper copy of this list of subcontractors on request.

In this list of subcontractors, the policyholder will find the existence of current subcontracts, the type of information that is transmitted and the country of establishment of the service provider(s). In the event that the service provider is not subject to an obligation of professional secrecy similar to that of Foyer Assurances, Foyer Assurances undertakes to set up a confidentiality agreement with the service provider in order to ensure it complies with such an obligation within the framework of the subcontracting concerned.

In the event of a change in the list of subcontractors (for example but not limited to, the addition of a subcontractor, use of cloud computing, etc.), the policyholder will be validly informed of the change(s) by e-mail and/or its customer area and/or any other appropriate means (e.g. notice of expiry).

If the policyholder has not objected in writing within two months of being informed of the change in the list of subcontractors, its consent shall be deemed to have been obtained. In the event of objection by the policyholder, this must be notified to Foyer Assurances by registered letter, and it will be considered as termination only on the next expiry date of the policy. As an exception, if the policyholder's insurance policy cannot be terminated annually, its consent is valid for the entire duration of the insurance policy, including any subsequent changes.

## The policyholder is duly informed that:

- if it objects to the modification of the list of subcontractors, this objection will have consequences for the optimal management of the policy and the level of service provided, and that will be considered as termination at the next expiry date.
- if it holds several insurance policies with Foyer Assurances, it is obliged, if it so wishes, to notify one objection per insurance policy.

## Subrogation:

Unless otherwise agreed, Foyer Assurances is subrogated to the rights and actions of the insured party against the third parties responsible for the loss, within the limits of the compensation paid.

If, due to the insured party, the subrogation is no longer effective in favour of Foyer Assurances, the latter may claim back the compensation paid, up to the amount of the damage suffered.

The subrogation cannot be detrimental to the insured party who would have been compensated only partially. In this case, he/she may exercise his/her rights, for the amount remaining due to him/her, preferably against Foyer Assurances.

Except in the case of malice aforethought, Foyer Assurances may not take legal action against the descendants, ascendants, spouse or direct relatives of the insured party, nor against the persons living in the insured party's home, his/her guests and members of his/her domestic staff. However, Foyer Assurances may seek remedy against these persons insofar as their liability is effectively covered by an insurance policy.

## Use of languages:

These Terms and Conditions are issued in French. Any translation of these Terms and Conditions is provided for information only and in the event of a dispute, the Terms and Conditions given in French shall prevail.

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