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Introduction

These Terms and Conditions summarise the terms and conditions of 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 the Cardholders who are POST Luxembourg customers.

You meet the requirements mentioned in the General 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, whose registered office is 12, rue Léon Laval in 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 Gold 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 500,00
Purchase Protection Insurance	
Maximum per calendar year	EUR 1.000,00
Maximum per claim	EUR 500,00
Manufacturer's guarantee extension insurance	
Maximum per calendar year	EUR 4.000,00
Maximum per claim	EUR 2.000,00
Travel Insurance	
- Trip cancellation and curtailment cover	
Maximum per claim and calendar year	EUR 5.000,00
- Flight delays, extended stay and missed departure	
-Delayed flight	
Maximum per claim	EUR 500,00
-Trip extension	
Daily maximum	EUR 150,00
Maximum per trip	EUR 500,00
-Missed departure	
Maximum per claim	EUR 750,00
- Baggage and baggage delays	
delay > 4 hours and < 48 hours	EUR 250,00
delay > 48 hours (additional amount)	EUR 250,00
- Theft of baggage	
Maximum per claim	EUR 1.000,00
- Travel Accident Insurance	
Maximum per person	EUR 250.000,00
- Standard of living	
Per insured Card for a maximum of 1 year.	EUR 1.200,00
Missed event cover	
Maximum per calendar year	EUR 200,00
Maximum per claim	EUR 100,00
Theft of keys, documents and handbag and/or wallet	
Maximum per claim per calendar year	EUR 250,00
Vehicle rental excess	
Maximum per claim	EUR 2.500,00
Card Phishing	
Maximum per claim	EUR 5.000,00

1. DELIVERY INSURANCE FOR GOODS PURCHASED ONLINE

1.1. Definitions

Insured Party:

Any Holder of a VISA Gold 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 occurring/being known

The claim form can be found at www.post.lu

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 reshipment 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 500 (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

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 printout 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 (trackθtrace) 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 will 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 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. PURCHASE PROTECTION INSURANCE

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.

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Breaking and Entering:

Forcing, damaging or destroying any locking mechanism.

Assault:

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.

Jewellerv:

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 500 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);

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- 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:
- 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 the loss occurring/being known

The claim form can be found at 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 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, POST Luxembourg, with Foyer Assurances, on the date on which the insurance policy ends following its surrender.

Payment of 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. 3. EXTENSION OF MANUFACTURER'S GUARANTEE

3.1. Definitions

Insured Party:

any Cardholder acting for a purpose other than their business or professional activity.

Insured Item:

A new movable good for household use (also known as "white goods") or an electronic audio or video device for private use (also known as "brown goods") or a communication or computer device for private use (also known as "grey goods"):

- (i) purchased by the Insured Party and paid for in full with the Card, during the term of this insurance policy, and,
- (ii) accompanied by an initial guarantee period of 24 months and

The three conditions above are cumulative

Initial Guarantee:

The guarantee on the Insured Item offered by the manufacturer or distributor.

Extended Guarantee Period:

The period starting from the expiry date of the Initial Guarantee and ending, at the latest, 24 months after the start of the Extended Guarantee Period.

Excluded Product:

Any product described in the Exclusions (Article 3. Exclusions) of these Terms and Conditions.

Insured Breakdown:

Means, in respect of an Insured Item, a malfunction which prevents the use for which it was designed due to a breakdown or failure which would be covered by the terms of the Initial Guarantee, if that Guarantee were not limited in time.

Repair Service

The dealer or independent service centre authorised by Foyer Assurances to examine and/or repair the Insured Items.

Repair Costs:

The cost of spare parts, labour and transport of the Insured Item.

Replacement Costs:

In the event that the Repair Costs exceed the original purchase price of the Insured Item, then the Repair Costs are the costs of replacing the Insured Item with a new item of similar technical characteristics and with a purchase value no greater than the original purchase price of the Insured Item.

Residual value:

The amount of repairs limited to a percentage of the original purchase price of the Insured Item.

3.2. Cover includes

The Extension of the Manufacturer's Guarantee, for an equivalent period of 24 months, extends the Initial Guarantee on the Insured Items for a further 24 months in accordance with the limitations and exclusions set out below.

Foyer Assurances shall reimburse the repair costs up to a maximum of EUR 2,000 per claim and up to EUR 4,000 per consecutive period of 12 months per Insured Party, over a period of 24 calendar months from the date of expiry of the Initial Guarantee.

The Insured Party may not receive more than the purchase price of the Insured Item shown on the Visa statement.

3.3. Exclusions

The following are excluded from this cover:

- Costs other than for spare parts and/or labour arising from an Insured Breakdown or charges in connection with a part or circumstance not covered by the Initial Guarantee.
- Any other obligations or costs not specifically covered by the terms of the Initial Guarantee.
- Damage, breakdowns or defects caused by events external to the Insured Item or as a direct or indirect consequence of the transport, delivery or installation of the Insured Item.
- Breakdown resulting from the manufacture, modification or change to the initial characteristics of the Insured Item.
- Boats, automobiles, motorboats, aircraft or motor vehicles and/or parts thereof.
 Items for which the Initial Guarantee is for a period of

more or less than two years.

Items purchased for resale or items that were, at the time of purchase, used, damaged, display or secondhand goods.

- The cost of resetting the Insured Item and the cost of the malfunction found during installation.
- Adjustments that the user is allowed to make without opening the Insured Item.
- Rubber parts (by way of exception, door seals are covered)
- Items not accompanied by the manufacturer's serial number.
- Costs in connection with damage to the Insured Items caused by accident, carelessness, misuse, intentional damage, insect or vermin infestation, theft, sand, fire, earthquake, storm and hurricane, lightning, explosion, aircraft impact, water damage, corrosion, battery leakage or natural disaster.
- Costs related to problems or malfunctions caused by unauthorised modifications or failure to follow the manufacturer's installation, operation or maintenance instructions.
- Items used for professional or commercial purposes.
- Replacement of all types of consumable items including, but not limited to, batteries, covers, filters, lamps, belts, bags, cartridges and similar items.
- Costs incurred in the servicing, inspection or cleaning of the appliance and not corresponding to those incurred as a result of the lodging of a claim relating to the Insured Item.
- The cost of repairing superficial damage where the operation of the appliance is not affected by the damage, such as damage caused by dents, paint, scratches and rust.
- Breakdown resulting from power failure or power surges, inadequate or improper voltage or current from an electrical connection/supply or plumbing.
- Costs arising or resulting from the addition or incorporation into the Insured Item of additional products or components not included in the normal operation of the Insured Item, unless such addition or incorporation is with the written approval of the original manufacturer.
- Costs arising from or resulting from reformatting the hard disk of the Insured Item during the repair, maintenance, cleaning, alteration or refurbishment of the Insured Item, as well as costs arising from or resulting from loss or damage caused by preventive maintenance work or the cost of such work, and/ or adjustments made to any part or assembly of the Insured Item.
- Costs for quotations.
- Costs arising from or resulting from user replaceable batteries, contamination by virus, trackball mice and pointing devices or loss and/or damage caused directly or indirectly by software, battery, fuse or any other consumable.
- Any unexpired portion of the Initial Guarantee caused by liquidation, business closure (temporary or permanent) or any other interruption affecting the manufacturer or its ability to honour the Initial Guarantee
- Costs incurred for expenses related to the modification or return of the Insured Item necessitated by a design defect, public safety measure or legal requirement.
- Damage resulting from incorrect handling.
- Repairs or damage to the Insured Item where a repair has not been approved by Foyer Assurances.
- Damage caused by the repairer.
- Damage excluded by the manufacturer's or distributor's general terms and conditions.
- The consequences of war or civil or foreign riots or confiscation by the authorities.
- The consequences of ionising radiation.

3.4. What to do in the event of a claim

The Insured Party must notify 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 the loss occurring/being known.

The claim form can be found at www.post.lu

Documentary evidence of claim consists of:

- The original or a copy of the purchase invoice or receipt and a copy of the Visa statement proving the purchase of the Insured Item with the Card.
- The detailed repair invoice, containing:
 - -the name, address and signature of the Insured Party,
 - -the date of the breakdown,
 - -the brand, type and model of the Insured Item,
 - -the description of the fault,
 - -the nature of the work carried out,
 - -the repairer's estimate (with the repair company's official stamp) giving details of supplies, expenses and labour costs.
- The copy of the Initial Guarantee.

Compensation:

Compensation is paid for Repair or Replacement Costs.

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

3.5. General Provisions

Geographical scope of the cover:

The cover offered by the Extended Guarantee is applicable in any country of the European Union, or Norway, Monaco, Andorra, Liechtenstein and Switzerland.

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 will 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 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. TRAVEL INSURANCE

4.1. 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 make 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.

4.2. Cancellation and Interruption of Travel

4.2.1. Cover includes

Foyer Assurances shall reimburse the non-recoverable costs borne by the Insured Party in the event of cancellation, modification or interruption of an Insured Journey, up to a maximum of EUR 5,000 per journey, per Card, per consecutive period of 12 months and per Family in accordance with the terms and conditions set out below:

- In the event of cancellation or modification of the Insured Journey, Foyer Assurances shall reimburse the non-recoverable costs provided for in the contractual conditions of sale. However, if the modification or cancellation occurs more than 60 days before the departure date, the reimbursement will be limited to EUR 300 per journey unless the reasons for the cancellation or modification of the Insured Journey remain within this 60-day period.
- In the event of Interruption of the Insured Journey, Foyer Assurances shall reimburse the portion of the unused benefits of the Insured Journey calculated, where applicable, on a pro-rata basis.

4.2.2. Conditions of Cover

To be eligible for cover, the Insured Party must in all cases have paid 30% of the total price of the Journey using the Card. Any Journey for which less than 30% of the total price was paid with the Card is excluded from the cover.

Compensation shall only be payable in the event of:

- Sickness, accident or death of the Insured Party, his/ her spouse, partner, their ascendants (maximum second degree), descendants (maximum second degree), brothers, sisters, relatives by marriage or affinity (maximum second degree), travel companions named on the registration form, associates, or all other persons temporarily substituting the Insured Party in the pursuit of his/her professional activities (e.g., physicians, pharmacists, etc.). The above-mentioned persons will not be compensated under any circumstances if they are not Insured Parties.
- Significant Material Damage in the case of the Insured Party's Insured Journey.
- Theft of Travel Documents by robbery or breaking and entering.

The cover is in addition to any other compensation paid by the carrier. It is granted on the basis of the costs actually incurred by the Insured Party.

4.2.3. Effective cover start date

The cover takes effect from the date of purchase or booking of the Insured Journey.

The cancellation cover takes effect:

- in the event of Illness, Accident or death, from the time when the Insured Journey is purchased or booked.
- in the event of Significant Material Damage, no later than 10 days before the departure date for the Insured Journey.
- in the event of Theft of Travel Documents, up to 48 hours before the departure date for the Insured Journey.

The Interruption cover takes effect on the day the Insured Journey begins.

4.2.4. Cessation of cover

- Cancellation cover ceases at midnight on the day after the departure date for the Insured Journey.
- Interruption cover ceases after a period of 60 days following the date of departure for the Insured Journey and in any event on the date of return to the country of domicile or habitual residence of the Insured Party.

4.2.5. Exclusions

The following are excluded from this cover:

- Any Cancellation or Interruption caused by the failure
 of the Insured Party, for whatever reason, to present
 one of the documents required for the Insured
 Journey, such as a visa, transport tickets, vaccination
 certificate, etc.
- Any cancellation or interruption of the Insured Journey:
 - i. due to the fault of the transport company or the organiser outside the cases expressly covered.
 - ii. which results from or has its origin in a psychological illness of the Insured Party.
 - iii. which results from an uncontrolled illness which was diagnosed prior to the purchase of the Insured Journey and which is likely to become complicated before departure.
 - iv. which is the consequence of the use of drugs or medicines not prescribed by a physician.
 - v. which results from an accident occurring in the course of events, races or competitions requiring the use of motorised equipment.
 - vi. which is the consequence of an accident resulting from the use of aircrafts (except aircraft qualified for the carriage of passengers).
 - vii. which is the consequence of a War, Civil War, riots, insurrections or popular movements, in which the Insured Party has taken an active part, unless he/she does so in the performance of his/her professional duty.
 - viii. which results from minor illnesses or injuries that can be treated at the destination of the Journey (only for the Interruption cover).
 - ix. which results from circumstances known to the Insured Party and/or existing at the time of departure on the Journey, which made the loss reasonably foreseeable and/or for which negative travel advice has been issued by the transport company, the World Health Organisation or by the Ministry of Foreign Affairs of the Insured Party's country of residence.
- Journeys undertaken for the purpose of medical treatment.
- Journeys undertaken against medical advice.
- Journeys to a country under international sanction
- The reimbursement of any insurance premium that may have been paid by the Insured Party to his/her tour operator or travel agency.

4.3. Flight Delays

4.3.1. Cover includes

Foyer Assurances shall reimburse, up to a maximum of EUR 500 per journey (regardless of the number of persons), the expenses incurred by the Insured Party for meals, refreshments, hotel expenses, transfer expenses to and from the airport or terminal, provided that the delay amounts to more than four hours from the initial departure time indicated on the ticket.

4.3.2. Conditions of Cover

To be eligible for cover, the Insured Party must in all cases have paid 30% of the total price of the Journey using the Card. Any

Journey for which less than 30% of the total price was paid with the Card is excluded from the cover.

The cover is granted only in the following cases:

- delay or cancellation of a booked and confirmed scheduled flight, or.
- overbooking which prevents the Insured Party from boarding the booked and confirmed scheduled flight, or,
- late arrival of the scheduled flight on which the Insured Party is travelling and which prevents him/her from taking a connecting scheduled flight, or,

Only scheduled flights of airlines with published timetables are covered by this insurance.

The cover is in addition to any other compensation paid by the carrier. It is granted on the basis of the costs actually incurred by the Insured Party.

4.3.3. Exclusions

The following are excluded from this cover:

- delays caused by War, Civil War, riots, rebellions or popular disorder.
- delays caused by non-scheduled flights (especially charter flights).
- a delay of less than four hours from the initial time of departure or arrival (in the case of a connecting flight) of the regular flight booked by the Insured Party.
- delay caused by a staff strike
- delay caused by the temporary or permanent withdrawal of an aircraft ordered by the airport authorities, the civil aviation authorities or a similar body and announced prior to the departure date for the Journey.
- delay if a similar means of transport is made available to the Insured Party by the transport company within four hours of the initial departure time (or arrival time in the case of a connecting flight) of the booked and confirmed scheduled flight.

4.4. Extended Stav

4.4.1. Cover includes

Foyer Assurances shall reimburse, up to a maximum of EUR 150 per day and for a maximum of 10 days with a maximum of EUR 500 per journey (regardless of the number of persons), the expenses incurred by the Insured Party if the Insured Party is stuck for at least 24 hours due to Force Majeure during the Journey.

Foyer Assurances will pay reasonable and irrecoverable costs incurred for hotel accommodation and transport from the airport to the hotel, meals and drinks and telephone costs.

4.4.2. Conditions of Cover

To be eligible for cover, the Insured Party must in all cases have paid 30% of the total price of the Journey using the Card.

Any Journey for which less than 30% of the total price was paid with the Card is excluded from the cover.

4.4.3. Exclusions

The following are excluded from this cover:

- extensions of stay caused by War, Civil War, riots, rebellions or popular disorder.
- extensions of stay in the case of non-scheduled flights (especially charter flights).
- the extension of a stay which is less than four hours from the initial departure time or arrival time (in the case of a connecting flight) of the regular flight booked by the Insured Party.
- an extension of stay caused by a staff strike
- an extension of a stay caused by the temporary or permanent withdrawal of an aircraft ordered by the airport authorities, the civil aviation authorities or a similar body and announced prior to the departure date for the Journey.
- an extension of a stay if a similar means of transport is made available to the Insured Party by the transport company within four hours of the initial departure time (or arrival time in the case of a connecting flight) of the booked and confirmed scheduled flight
- an extension of a stay decided by the Insured Party.

4.5. Baggage loss or Baggage delay

4.5.1. Cover includes

Foyer Assurances shall reimburse, up to a maximum of EUR 250 per Journey, the urgent and essential purchases of replacements by the Insured Party whose Baggage has been lost or delayed during an Insured Journey, provided that his/ her Checked Baggage, entrusted to a transport company under a contract of carriage, is made available to the Insured Party more than four hours late.

If Checked Baggage, entrusted to a transport company under a contract of carriage, is made available to the Insured Party with a delay of more than 48 hours, the above maximum amount is doubled.

4.5.2. Conditions of Cover

To be eligible for cover, the Insured Party must:

- in all cases, have paid 30% of the total price of the journey using the Card. Any Journey for which less than 30% of the total price was paid with the Card is excluded from the cover.
- make a Property Irregularity Report to the transport company and submit it to Foyer Assurances.
- retain all receipts for essential purchases
- pay expenses at the destination and before the Baggage is returned to the Insured Party.

The cover is in addition to any other compensation paid by the carrier. It is granted on the basis of the costs actually incurred by the Insured Party.

This cover does not provide entitlement to a lump sum payment.

This insurance covers the inconvenience of delayed Baggage and does not cover the contents of the delayed Baggage.

4.5.3. Exclusions

The following are excluded from this cover:

- The contents of delayed Baggage
- Essential purchases when:
 - i. the Baggage delay is due to events of War or Civil War.
 - ii. the Baggage has been confiscated, seized, requisitioned or destroyed by an authority.
 - iii. a strike has been announced prior to the departure of the Insured Journey by ground staff, both at the place of departure and destination.
 - iv. the Baggage has been lost by the Insured Party.
 - v. the Insured Party has not submitted a Property Irregularity Report to Foyer Assurances.
 - vi. the Baggage is delayed on a flight or connection taken by the Insured Party to return to his/her home or usual place of residence.

4.6. Lost or stolen Baggage

4.6.1. Cover includes

Foyer Assurances shall reimburse up to EUR 1,000 on the basis of supporting documentation:

- the Theft and disappearance of Checked Baggage during an Insured Journey, or,
- the loss of any Baggage that is the responsibility of the transport company. In this case, Foyer Assurances shall only pay the difference that remains after the compensation to be paid by the transport company; the initial amount indicated above cannot be exceeded.

4.6.2. Conditions of Cover

To be eligible for cover, the Insured Party must in all cases have paid 30% of the total price of the Journey using the Card. Any Journey for which less than 30% of the total price was paid with the Card is excluded from the cover.

Foyer Assurances will only intervene in excess of a deductible per Claim set at EUR 75.

Special Points:

In the event of Theft, the Insured Party is obliged to lodge a report with the competent authorities within 48 hours of the claim or of knowledge of the loss.

Where the Insured Baggage is carried in a vehicle, the Insured Party must lock the vehicle when the vehicle is unoccupied and not leave the Insured Baggage visible.

In the event of failure to comply with either of the above obligations, Foyer Assurances is entitled to refuse any compensation..

4.6.3. Exclusions

The following are excluded from this cover:

- The simple disappearance or loss of Baggage when it is under the responsibility of the Insured Party
- Theft when committed by the Insured Party

4.7. Travel Accident Insurance Purpose of the policy:

 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.

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.

4.7.1. 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.

4.7.1.1. 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 quarantee.

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.

4.7.1.2. 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

$4.7.1.3. \ Repatriation of the body following an Accidental Death.$

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. $\label{eq:control_potential}$

4.7.1.4. 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.

4.7.1.5. 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.

4.7.1.6. 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.

4.7.2. Beneficiaries in the event of death

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 dependants of the Insured Party, with the exception of the State.

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

4.7.3. 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.

4.7.4. 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.

4.7.5. 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 labse three years after the notification.

4.7.6. 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 100,000

any other Accident:

EUR 250.000

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 250.000

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

EUR 6,100 per percentage of permanent partial disability from 25%, maximum EUR 250,000 $\,$

3. Repatriation of the body following an Accidental Death

EUR 20,000

4. Search and rescue costs

EUR 30,000

5. Transport to a Hospital

EUR 20,000

6. Medical repatriation

EUR 20,000

The cumulative compensation under the cover detailed in points 3., 4., 5. and 6. above shall in no case exceed EUR 40.000.

The Compensation Terms and Conditions shall apply.

4.8. 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 the loss occurring/being known.

The claim form can be found at www.post.lu

The claim form must include all the documentary evidence of the claim listed below $% \left(1\right) =\left(1\right) \left(1\right$

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

In addition, the Insured Party must provide Foyer Assurances with the following documents:

In the event of cancellation of the journey:

- -confirmation of reservation, proof of cancellation.
- In the event of interruption of the journey
- -confirmation of the reservation,
- -the travel agency's declaration of the number of unused days.

Also to be attached:

- -in the event of death, the death certificate;
- -in the event of Illness, the medical certificate:
- -in the event of Significant Material Damage, a document of proof from the local authorities (official report, fire brigade statement, etc.).

• In the event of flight delay:

- -certification from the transport company;
- -original invoices/cash register receipts;
- -details of compensation paid by the transport company if applicable.

• In the event of loss or damage of baggage:

- -the Property Irregularity Report;
- -original invoices/cash register receipts;
- -details of compensation paid by the transport company if applicable.

• In the event of theft or loss of baggage:

- -in the case of loss: a document from the transport company certifying the loss and the amount eventually reimbursed:
- in the case of Aggravated or Non-aggravated Theft: the filing of the detailed report:
- -the original purchase invoices for the Baggage.

In the event of a travel accident:

- -copies of invoices with payment confirmation;
- -copies of medical prescriptions;
- -copies of cash receipts;
- -in the event of death, the death certificate;
- -report issued by the local authorities (in the case of an accident only).

4.8.1. Extension of travel accident cover - Standard of Living Cover

POST Luxembourg

4.8.1.1. Definition

This cover takes effect in the event of an accident occurring during a booked journey paid for with the credit card.

Hospitalisation: The insured party is hospitalised for more than 14 consecutive nights due to an accident or illness.

4.8.1.2. Cover includes:

The company undertakes to pay the family's daily bills (telephone, electricity, water, etc.) in the event of loss of income following the death or hospitalisation of the insured party and/or spouse for more than 15 days.

Cover amount: EUR 1,200 per Card insured for a maximum of 1 year.

- In the event of a claim covered by this policy, the Insured Party, the Beneficiary or, failing that, the legal heirs, must:
- in the event of a fatal accident, notify Foyer Assurances and provide a death certificate.
- provide the accident report mentioning the place, date, time, cause and circumstances of the accident as well as the identity of the witnesses and a medical certificate stating the nature of the injuries.
- provide all information and documents that the Company considers relevant;
- provide a bill for day-to-day living expenses (telephone, electricity, water, etc.) in the name of the insured party issued from the date of the insured party's death or hospitalisation for more than 15 days
- in the case of hospitalisation for more than 15 days, provide a certificate from the hospital confirming the hospital stay.
- authorise the attending physician to provide the physicians appointed by the Company with all the information requested and strictly necessary to trigger the Hospitalisation cover.
- provide a bill for day-to-day living expenses (telephone, electricity, water, etc.) in the name of the insured party issued from the date of the insured party's death or hospitalisation for more than 15 days.

4.9. General Provisions

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 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.

5. MISSED EVENTS

5.1. Definition

Event Ticket: Any advance payment for tickets to concerts, plays, sports events or amusement parks booked in advance (with a specific, limited date) and then debited to the insured card for personal use and to family members living in the same household as the Cardholder.

5.2. Cover includes

Foyer Assurances shall reimburse the Cardholder up to a maximum of EUR 100 per ticket and up to a maximum of EUR 300 per event over any 365 day period (the purchase price printed on the ticket being taken as proof) in the event of cancellation and/or missed events due to one of the causes listed below occurring prior to the event, provided that the tickets were purchased with the Card:

- an illness or bodily injury of the Insured Party, his/her spouse, a relative up to the second degree or a person living in the same household as the Insured Party and for whom he/she is responsible or in charge, which, in a medical manner, prevents him/her from attending the planned event;
- the death of the Insured Party, his or her spouse, a relative up to the second degree or a person living in the same household as the Insured Party and for whom the Insured Party is responsible or in charge;
- complications related to the pregnancy of the Insured Party, provided that at the time of booking the tickets for the event the Insured Party was not more than three months or less than six months pregnant at the time of the event;
- a mandatory quarantine of the Insured Party,

- the compulsory attendance of the Insured Party in court, provided that the Insured Party was not aware of this at the time of booking the Event Ticket;
- the hijacking, taking hostage or kidnapping of the Insured Party, his/her spouse, a relative up to the second degree or a person living under the same roof as the Insured Party and for whom the latter has responsibility or custody;
- cancellation or limitation of public transport due to a strike, unless an alternative means of transport is provided:
- the compulsory presence of the Insured Party required by the police following a break-in at the Insured Party's residence or place of work;
- fire, storm, flood, landslide or malicious acts causing substantial material damage to the Insured Party's place of residence or place of work provided that the damage (i) was unforeseeable at the time the Event Ticket was booked, (ii) by reason of its severity prevents the Insured Party from participating in the event and (iii) occurs within 30 days prior to the date of the event;
- the theft or total immobilisation of the Insured Party's private vehicle at the time of the event;
- delay at the time of the start of the event, following an immobilisation of more than one hour due to a traffic accident or Force Majeure on the way to the event.
- Theft or loss of passports within the 48 hours preceding the Journey to attend the event.

5.3. Exclusions

This cover excludes a cancellation and/or missed event:

- due to suicide, attempted suicide or acts intentionally caused or provoked by the Insured Party.
- due to illness and/or bodily injury existing prior to the purchase of the Event Ticket.
- due to illness and/or bodily injury of the Insured Party caused:
 - i.by drunkenness and/or drug use unless medically
 - ii.in connection with the flying of aircraft or any aeronautical activity (unless the Insured Party is a paying passenger),
 - iii.in the context of professional sport, i.e. when the earnings as a professional sportsman exceed 25% of annual salary
 - iv.during participation and training in horse shows, cycle races and speed races using motorised equipment
 - v.due to psychological illnesses or post-traumatic mental illnesses,
 - vi.due to his or her participation in crimes or offences, acts of terrorism or sabotage.
- in the context of a nuclear incident or accident, War or Civil War.
- due to the pregnancy or childbirth of the Insured Party, if she was aware of her pregnancy at the time of purchase of the Event Ticket.
- due to bodily injury and/or illness, for which medical or paramedical treatment was prescribed by an attending physician at the time of entering into the travel contract, unless, in the opinion of the attending physician, there were no contraindications for the completion of the journey.
- due to the insolvency of the Insured Party at the time of booking the Event Ticket.
- due to the poor state of maintenance of the private vehicle used by the Insured Party to travel to the place of the event.
- due to administrative problems, problems with vaccinations or obtaining visas or other required entry documents.
- due to cancellation of the event by the organisers.
- in connection with the purchase or booking of an Event Ticket that was made after the occurrence of a bodily injury that would not be covered by this insurance.
- due to a strike or industrial action which results in a blockage of public transport allowing access to the venue.

Also excluded from this cover are all service charges associated with the booking and purchase of the Event Ticket and any season ticket.

5.4. 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 the loss occurring/being known.

The claim form can be found at www.post.lu

The claim form must include the documents listed below (depending on the cause of the cancellation or missed event):

- the original Event Tickets, and in case of Tickets purchased via the internet, the printed Ticket (e-ticket)
- any medical report

- evidence of the material damage to immovable property,
- all documents providing evidence of cancellation or the missed event,
- Copy of the VISA Gold statement.

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

5.5. General Provisions of the Cover

Geographical scope of the cover:

The whole world excluding the radius of 100 kilometres from the place of domicile or habitual residence of the Insured Party.

Cover is also provided from the Insured Party's place of residence in the case of an Insured Journey undertaken with the Rental Vehicle that exceeds 100 km from the place of residence, provided that the customer can prove a reservation of at least 1 night. In this case, the cover also applies within the 100 km radius.

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 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.

6. THEFT OF KEYS, DOCUMENTS AND HANDBAG AND/OR WALLET

6.1. Definitions

Insured Party:

Any Cardholder.

Third party:

Any person other than the Insured Party.

Keys:

Keys (including locks) to the Insured Party's main and second dwelling(s) and to his/her motorised land vehicle(s).

Handbag and/or wallet: Handbags, wallets or card wallets carried by the Insured Party at the time of the occurrence of the Claim.

Documents:

The Insured Party's national identity card, driving licence, boat licence, hunting licence, fishing licence, vehicle registration document and passport.

Wear and Tear:

Annual depreciation of 10% of the purchase price including all taxes, with a maximum of 70%.

Assault:

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

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:

Breaking and entering by forcing the locking systems of a closed, covered and locked property (including hotel rooms) or of a locked motor vehicle.

6.2. Cover includes

6.2.1. Keys and Documents

Foyer Assurances shall reimburse, up to a maximum of EUR 250 per claim, per consecutive 12-month period and per Insured Party, the cost of replacing the Insured Party's Keys and Documents in the event of theft of the Keys or Documents by Robbery or Breaking and Entering.

6.3. Handbag and/or Wallet

Foyer Assurances reimburses, up to a maximum of EUR 250 per claim, per consecutive 12-month period and per Insured Party, the cost of repairing or replacing the Insured Party's handbag, wallet and card wallet, which have been stolen or damaged

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during a Theft by Robbery or Theft by Breaking and Entering.

The cost of repairing or reimbursing the Handbag and/or Wallet will be paid by Foyer Assurances after deduction of Wear and Tear.

6.4. Exclusions

This cover excludes the cost of replacement or repair:

- Caused by the intentional fault of the Insured Party.
- The contents of the Handbag and/or Wallet (other than the wallet, card wallet or keys and documents).
- Jewellery or valuables worn by the Insured Party at the time of the Theft.
- Caused by theft not resulting from robbery or breaking and entering.
- Caused by theft committed by any person who is an insured party.
- The consequences of acts suffered by the Insured Party during a Civil or foreign War.

6.5. 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 45 calendar days of the loss occurring/being known.

The claim form can be found at www.post.lu

The claim form must include the following documents:

In all cases:

- The duly completed and signed claim form indicating the place and circumstances of the Claim, the original receipt of the police report detailing the circumstances of the Theft by Breaking and Entering or Robbery and the list of stolen goods.
- In case of Robbery or Theft by Breaking and Entering of Keys and/or Documents:
- A copy of both sides of the reissued official Documents,
- Original invoice for replacement Keys.
- In the case of Theft of Handbag and/or Wallet:
- Original purchase invoice for stolen or damaged Handbag or Wallet,
- Any supporting evidence of the robbery (testimony, medical certificate)

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

6.6. General Provisions

${\bf Geographical\ scope\ of\ the\ cover:}$

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 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 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.

7. VEHICLE EXCESS EXEMPTION INSURANCE

7.1. Definitions

Insured Party:

Any Cardholder aged 18 years or more.

Third party:

Any person other than the Insured Party, his/her spouse or legal cohabitant, ascendant or descendant.

Claim:

A sudden event occurring during the period of this cover which causes property damage to the Insured Party's Rental Vehicle.

Vehicle Rental Company:

A professional company or agency authorised by the regulatory authorities in the country where the Rental Vehicle is made available.

Rental Agreement:

The rental agreement between the Vehicle Rental Company and the Insured Party.

Rental Vehicle:

The vehicle used for mixed tourism and business use, or offroad type vehicle, with a maximum authorised mass (MAM) not exceeding 3.5 tonnes, hired, on a daily or weekly basis, under a Rental Agreement between the Insured Party and the Vehicle Rental Company, located in the Geographical Scope and which is returned to the Vehicle Rental Company in the same Geographical Scope.

Geographical Scope:

Worldwide excluding a radius of 100 kilometres from the Insured Party's domicile or usual place of residence and provided that at least one night's accommodation has been booked in advance for travel with the Rental Vehicle. Cover is also given from the Insured Party's place of residence in the case of a Journey with the Rental Vehicle beyond 100 km from the place of residence, provided that the Insured Party can provide evidence of a reservation of at least 1 night. In this case, the cover also applies within the 100 km radius.

Insured Rental Journey:

The rental of a Rental Vehicle for which the full cost has been paid with the Card provided that the rental period specified in the Rental Agreement is not more than 30 consecutive days.

Excess:

The sum of money or the fraction of the loss remaining to be paid by the Insured Party in the event of occurrence of the risk under the terms and conditions of the Rental Agreement, should the Insured Party not have taken out the insurance offered by the Vehicle Rental Company.

Non-recoverable excess:

The irreducible amount set out in the Rental Agreement when the Insured Party has accepted or has been obliged to accept the insurance of the Vehicle Rental Company.

No-Excess Rental Agreement:

if the rental agreement does not indicate an Excess, it will automatically be considered as being for the maximum covered according to the Cover Limits.

7.2. Cover includes

In the event of accidental material damage to or theft of the Rental Vehicle, with or without identification of a Third Party, and regardless of who is at fault, Foyer Assurances shall cover the costs of repairing or restoring the Rental Vehicle to the condition it was in at the time the Rental Agreement was signed, up to the following amount:

- the amount of the Excess provided for in the Rental Agreement when the Insured party has not taken out the insurance offered by the Vehicle Rental Company (higher excess), or,
- the amount of the non-recoverable Excess provided for in the Rental Agreement when the Insured Party has taken out the insurance offered by the Vehicle Rental Company (lower excess),

and when the damage to the Rental Vehicle is covered by the Vehicle Rental Company above this amount under another agreement.

This cover is granted to the Insured Party and to the persons travelling with him/her who drive the Rental Vehicle, provided that their names are mentioned in advance in the Rental Agreement.

7.3. Conditions of Cover

To benefit from this cover, the Insured Party must:

- comply with any driving terms and conditions imposed by the Vehicle Rental Company, the law or the local courts,
- drive the Rental Vehicle in accordance with the terms of the Rental Agreement,
- rent the Rental Vehicle from a Vehicle Rental Company and enter into a Rental Agreement,
- clearly indicate the name of the driver(s) in the Rental Agreement,
- pay the full vehicle rental fee with the Card.

7.4. Cover Limits

The maximum amount covered by Foyer Assurances per Claim is EUR 2,500. Foyer Assurances will cover this amount after application of an excess of EUR 50 per Claim.

This cover is subsidiary to any other insurance applicable to the Rental Vehicle.

7.5. Cessation of cover

Cover ends when the Insured Party returns the Rental Vehicle, the keys and the registration documents of the Rental Vehicle at the end of the insured Rental Journey.

7.6. Exclusions

The cover excludes claims arising from:

- any fraudulent, dishonest or criminal act committed by the Insured Party or any of the Insured Party's accomplices.
 - theft, destruction or damage:
 - i. committed by or with the help of members of

the Insured Party's family (spouse, ascendants, descendants and relatives in the direct line), or any other person belonging to the household of theinsured;

ii. committed inside the Rental Vehicle without visible or non-visible signs of break-in of the Vehicle;

iii. of the insured Vehicle when stationary or parked either on the public highway or on private land accessible to the public, when the ignition system of the insured Vehicle is or may be activated (for example, although the list is not exhaustive: ignition keys left unattended in a public place or a private place accessible to the public such as a restaurant, bar, hotel lobby, etc.), unless the theft is accompanied by violence and/or threats to the authorised holder of the insured Vehicle or if the theft is the result of trickery (theft by deception).

iv. only tyres

- theft of transported objects and animals
- theft of fuel and/or any other fluid(s) in the Rental Vehicle.
- theft of the Rental Vehicle as a result of embezzlement, misappropriation or fraud.
- perilous and reckless acts which endanger the life of the driver and passengers, unless committed to escape from imminent danger.
- driving the Rental Vehicle in breach of the terms of the Rental Agreement.
- the driving of the Rental Vehicle by persons who do not hold a valid driving licence.
- the rental of:
 - i. luxury vehicles or sports cars with a retail purchase price of more than EUR 100,000 (or the equivalent in local currency),
 - ii. vehicles that are over 20 years old,
 - iii, limousines and other ceremonial vehicles.
 - iv. vehicles not licensed for on-road use,
 - v. vehicles over 3.5 tonnes of total authorised unladen weight,
 - vi. vehicles with more than 8 cubic metres of load volume,
 - vii. Commercial vehicles,
 - viii. Trailers, caravans, lorries, motorbikes, mopeds, scooters, motor homes,
 - ix. Means of soft mobility (bicycles, segways, monowheel, e-skateboard, hoverboard, e-bike, smartboard, e-scooter, scooter, etc.)
- accidents during participation, including training and trials, in motor vehicle competitions.
- accidents caused or suffered by the driver of the Rental Vehicle due to alcohol intoxication and/or the use of narcotics or similar products not prescribed by an authorised physician.
- damage to the contents of the Rental Vehicle (including but not limited to burns caused by smokers or animals).
- driving the Rental Vehicle by anyone other than the authorised drivers specified in the Rental Agreement.
- Damage resulting directly or indirectly from war, acts of war, civil war, civil or political unrest, acts of terrorism or sabotage, strikes or lockouts.
- Damage caused intentionally or maliciously by the Insured Party or the driver.
- Damage directly or indirectly caused by explosion, heat release, irradiation, contamination from transmutation of atoms or radioactivity, as well as the effects of radiation caused by artificial acceleration of nuclear particles.
- Fines, costs and expenses of criminal proceedings
- Also excluded:
- Compensation for damage to material goods transported by the Insured Party.
- Compensation for personal injury.
- the payment of costs not related to the repair or replacement of the Rental Vehicle (with the exception of invoiced towing costs).

7.7. What to do in the event of a claim

The Insured Party is required to

- File a report with the competent authorities within 48 hours of knowledge of the claim, and
- Report the Claim to Foyer Assurances by sending the completed and signed claim form as soon as possible and at the latest within (45) calendar days of the loss occurring/being known.

The claim form can be found at www.post.lu

The claim form must include the following documents:

 The duly completed and signed claim form indicating the location and circumstances of the Claim,

- the original receipt of the police report detailing the circumstances.
- a copy of the accident report or police report, indicating, among other things, the place, date and exact time of the Claim.

7.8. General Provisions of the Cover

Geographical scope of the cover:

The whole world excluding the radius of 100 kilometres from the place of domicile or habitual residence of the Insured Party.

Cover is also provided from the Insured Party's place of residence in the case of an Insured Journey undertaken with the Rental Vehicle that exceeds 100 km from the place of residence, provided that the customer can prove a reservation of at least 1 night. In this case, the cover also applies within the 100 km radius.

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 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.

8. CARD PHISHING

8.1. Definitions

Insured Party:

Any Cardholder.

Phishing:

any technique consisting of sending a fraudulent communication (by e-mail, SMS, or instant messaging) to the Insured Party in order to collect his or her Personal and Banking Data with the aim of using these details and extracting money from him or her.

Personal and Banking Data:

the data relating to the Card and the identification of the Insured Party (surname, first name).

8.2. Cover includes

Foyer Assurances guarantees the financial consequences suffered by the Insured Party as a result of a phishing operation after having communicated, in good faith, his/her Personal and Banking Data to a malicious third party who uses said data to fraudulently extract money from the Insured Party.

Foyer Assurances shall compensate the Insured Party up to a maximum of EUR 5,000, per claim and per calendar year. If there is more than one loss arising from a single incident of Phishing, only one claim will be taken into account.

This cover is subsidiary and complementary to any reimbursement or indemnity that might be paid to the Insured Party by the banking institution due to specific regulations and consumer protection regulations.

8.3. Exclusions

The following are excluded from this cover:

- any loss suffered by the Insured Party in connection with Phishing caused by a malfunction of the issuer processor's information system for any reason what copyer.
- any loss suffered by the Insured Party as a result of Phishing or any other manipulation caused by the Insured Party, by a third-party accomplice or by a member of the family of the Insured Party as referred to in Article 462 of the Luxembourg Penal Code.
- any loss suffered by the Insured Party where the Insured Party has handed over his/her Personal and Banking Data to a third party without there being an act of Phishing at the origin of the communication of the said data.
- any loss suffered by the Insured Party if he or she is the victim of the same act of Phishing a second time
- damage caused by loss of data, and/or due to the action of a virus, and/or any cyber attack, hacking or malicious manipulation.
- indirect losses, loss of data of any kind and the recovery of data and/or computer files, the cost of reinstalling software.
- any loss resulting directly or indirectly from war, acts of war, civil war, civil or political unrest, acts of terrorism or sabotage, strikes or lockouts.

- any damage caused intentionally or maliciously by the Insured Party.
- any loss or damage directly or indirectly caused by explosion, heat release, irradiation, contamination from transmutation of atoms or radioactivity, as well as the effects of radiation caused by artificial acceleration of nuclear particles.
- Fines, costs and expenses of criminal proceedings.

8.4. What to do in the event of a claim

The Insured Party is required to:

- File a report with the competent authorities within 48 hours of knowledge of the claim, and
- Report the Claim to Foyer Assurances by sending the completed and signed claim form as soon as possible and at the latest within (45) calendar days of the loss occurring/being known.

The claim form can be found at www.post.lu

The claim form must include the following documents:

- a copy of the fraudulent Phishing e-mail,
- the Visa statement.

8.5. General Provisions of the Cover Geographical scope of the cover:

Worldwide

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 ends following its surrender.

Payment of 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.

9. MIS-FUELLING

9.1. Definitions

Insured Party

Any Cardholder.

Siphoning/Cleaning:

Transferring the fuel by means of a siphon to clean the tank.

/ehicle:

The Insured Party's private vehicle.

9.2. Cover includes

Foyer Assurances shall cover the Insured Party for the cost of Siphoning/Cleaning due to mis-fuelling of the Vehicle, i.e. the wrong fuel being put into the Vehicle's tank.

9.3. Compensation Limits

Foyer Assurances shall pay compensation within the following limits:

- Fuel purchased in error: EUR 100 per claim per calendar year
- Costs related to Siphoning/Cleaning: EUR 350 per claim per calendar year

9.4. Exclusions

Foyer Assurances does not cover:

- Fuel and costs for Siphoning/Cleaning of the Vehicle that are not paid for by the Card.
- The costs of towing the Insured Party's Vehicle

9.5. What to do in the event of a claim

Report the Claim to Foyer Assurances by sending the completed and signed claim form as soon as possible and at the latest within (45) calendar days of the loss occurring/being known.

The claim form can be found at www.post.lu

The claim form must include the following documents:

- The receipt showing the type of fuel purchased,
- The extract from the manufacturer's instructions as to the fuel accepted by the Vehicle,
- The invoice for the Cleaning/
- Siphoning,
- the Visa statement.

9.6. General Provisions of the Cover Geographical scope of the cover:

Countries that are members of the International Insurance Card scheme

End of cover:

The cover will 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 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.

10. 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.

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) gl 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. 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 policy

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.

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, 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 changes to the list of subcontractors (including, 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 lodged an objection in writing within two months of being informed of the change to 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 lodge 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.