

General Terms and Conditions for the Insurance of Credit Cards of SPUERKEESS, as of 01.11.2022

1. GENERAL TERMS AND CONDITIONS

1.1 Law applicable to the contract

This contract is governed by Luxembourg legislation on insurance contracts. The rights and obligations of the contracting parties are determined by these General Terms and Conditions and the Special Conditions of policy DD00103983.

1.2 Insurance cover granted

A range of insurance cover is attached to the credit cards issued by SPUERKEESS which are insured by the companies LA LUXEMBOURGEOISE Société Anonyme d'Assurances 9, rue Jean Fischbach, L-3372 Leudelange, Luxembourg Trade and Companies Register no. B 31035 and DKV Luxembourg S.A. 11-13, rue Jean Fischbach L-3372 Leudelange, Luxembourg Trade and Companies Register no. B 45762

In application of the restrictions indicated in these General Provisions, these are the types of cover:

I. EXCLUDING ASSISTANCE

1. TRAVEL ACCIDENT (DEATH/DISABILITY)
2. CANCELLATION/CURTAILMENT OF TRIP
3. LOST, STOLEN OR DELAYED LUGGAGE
4. FLIGHT DELAY AND/OR EXTENDED STAY IF STRANDED ABROAD
5. MISSED DEPARTURE
6. PROTECTION OF PURCHASES
7. DELIVERY OF ITEMS PURCHASED ONLINE
8. COLLISION DAMAGE WAIVER

II. ASSISTANCE

1. FOR PEOPLE IN THE EVENT OF ILLNESS OR DEATH
2. CASH EMERGENCY

The insurance cover is restricted to each credit card as follows:

Insured SPUERKEESS credit cards	Insured risks
Visa Classic	I.1., I.6., I.7.
Visa Premier	I.1., I.2., I.3., I.4., I.6., I.7. II.1., II.2.
Miles&More Luxair Visa	I.1., I.2., I.3., I.4., I.6., I.7., I.8. II.1., II.2
Visa Business	I.1., II.1., II.2.
Miles&More Luxair Visa Business	I.1., I.2., I.3., I.4., I.5., I.8. II.1., II.2

1.3 Definitions

Company:

LA LUXEMBOURGEOISE, a limited liability insurance company, established and having its registered office at L-3372 Leudelange, 9, rue Jean Fischbach, and registered with the Luxembourg Trade and Companies Register under number B 31035

hereinafter referred to individually as "La Luxembourgeoise"

and

DKV Luxembourg S.A, a limited liability insurance company, established and having its registered office at L-3372 Leudelange, 11-13, rue Jean Fischbach, and registered with the Luxembourg Trade and Companies Register under number B 45762

hereinafter referred to individually as “DKV”

“La Luxembourgeoise” and “DKV” shall be referred to collectively as “the COMPANIES” or “the COMPANY”.

Policyholder

Banque et Caisse d'Epargne de l'Etat, Luxembourg, established and having its registered office at L-1930 Luxembourg, 1 Place de Metz, and registered with the Luxembourg Trade and Companies Register under number B 30775

hereinafter referred to as “SPUERKEESS” or the “Policyholder”

Insured party (parties)

The holder of a valid credit card issued by SPUERKEESS as well as the spouse/partner and any legitimised, natural or adopted children or children in foster care under the age of 25, living under the same roof or with the other parent (in the case of divorce or separation), even if travelling separately.

Hereinafter referred to as “the Insured party” or “the Insured parties”

Credit card

The insured SPUERKEESS credit cards referred to in point 1.2.

Luggage

Personal objects apart from financial stocks belonging and jewelry to the Insured party or for which the Insured party is responsible whether it carried them on its person, sent them on in advance or acquired them locally during an insured business trip or family holiday.

Accident

A sudden and violent external event, physically affecting the Insured party and occurring independently of the will of the Insured party.

Illness

Any unforeseeable organic or functional alteration of health certified by a qualified doctor and affecting the Insured party's normal activities.

Family

The spouse of the card holder and children travelling with the card holder or travelling separately.

Family members

Relatives and relations **within the second degree of kinship**, people living with the card holder in a civil partnership or communally, and parents-in-law and brothers and sisters-in-law.

Spouse/Partner

Any natural person (including same-sex spouses/partners) involved in a legal or a common-law union with the insured person, domiciled at the address of the insured person and living sustainably in community with this person.

Children

Any legitimised, natural or adopted children or children in foster care of the card holder or the card holder's spouse within the meaning of the contract, under the age of 25, living under the same roof as the card holder or with the other parent (in the case of divorce or separation).

Children in foster care living with the card holder are also considered to be children of the card holder.

Travel Companion

A third person sharing a room with an insured party during an insured trip

Non-material damage

Any damage resulting from the deprivation of benefits related to a right, the deprivation of enjoyment of a service provided by an object or by a specific person: deprivation of enjoyment of a movable or immovable object, increase in general expenses, reduction or halting of production, loss of profits, loss of customers or loss of market shares and any other similar damage.

Abroad

Any country outside of the Grand Duchy of Luxembourg and the country in which the Insured party has their permanent residence.

Country of residence

Refers to the State in which the Insured party has their main tax residence.

Payment by card

Any payment made:

- by signing a credit card slip;
- by authorising a transaction with the card's secret PIN code or
- by giving the duly recorded card number in writing or via an IT tool (Internet or any form of e-trade) duly dated by the service provider, airline or travel agent
- by any other electronic service based on a physical or virtual payment card
- another authentication method offered by the issuing bank (f. ex. Paypal).

Force majeure

Natural phenomenon (earthquake, volcanic eruption, ...) or meteorological phenomenon (storm, cyclone, ...)

Doctor

Medical doctor and / or member of an Order of Doctors legally authorized to practice medicine in the country where the damage and / or treatment of the damage occurs, except the Insured himself or a family member until the 2nd degree.

Rental véhicule

A self-propelled land vehicle operating on the public road which is rent by the insured party

1.4 Territorial scope

The insurance coverage applies worldwide.

1.5 Effect and scope of the insurance cover

Under this contract, the Company undertakes to provide the Insured party or Insured parties undertaking a trip insured as defined in points I and II of these General Terms and Conditions with the cover defined in point 1.2.: "Insurance cover granted".

The insurance cover in this contract shall take effect on the day on which the Insured party's payment card becomes effective.

The cover shall be immediately terminated in the event of non-renewal of the card, or withdrawal of the insured card, or in the event of cancellation of the insurance contract taken out by the Policyholder with the Company on the day on which the insurance contract terminates following the cancellation.

It is underlined that any payment of a trip made or of an object purchased prior to cancellation of credit card by the bank or prior to cancellation of the insurance contract taken out by the Policyholder, will be taken into consideration according to the terms of the contract.

Also, it is specified that the applicable coverages will be those of the card active on the date of the occurrence of the loss.

1.6 Subrogation

The Company which paid the compensation shall be subrogated, up to the amount of compensation paid, to the rights and actions of the Insured party or beneficiary against the third parties responsible for the damage.

If, due to the Insured party or beneficiary, the subrogation can no longer produce its effects in favour of the Company, the latter may claim reimbursement by the former of the compensation paid to the amount of the damages suffered.

The subrogation may not adversely affect the Insured party or beneficiary who would only have been reimbursed in part. In this case, it may exercise its rights for payment of the remaining sums owed to it, preferably to the Company.

These provisions do not apply to the "Travel accidents" insurance cover.

1.7 Notifications

Any notification sent by the Company to the Insured party shall be sent to the last address known to the Company that can be considered valid. Notifications addressed to the Company must be sent to the Company's head office.

1.8 Benefits granted in the event of a claim

The Company shall grant the agreed benefit as soon as it is in possession of all useful sources of information concerning the occurrence of the circumstances of the claim, and if necessary, the amount of damages incurred.

1.9 Limitation

The limitation period for any actions arising from the insurance contract is three years from the date of the event on which the claim is based as elapsed.

1.10 Disputes

In the event of a dispute concerning the insurance contract, a written complaint may be sent either to the General Management of LA LUXEMBOURGEOISE L-3372 Leudelange, 9, rue Jean Fischbach, or to the Insurance Agent (for example, the Association des Compagnies d'Assurances, or the Union Luxembourgeoise des Consommateurs), without prejudice to the possibility that the Insured party may take legal action.

1.11 Jurisdiction

Without prejudice to the application of treaties or international agreements, any disputes arising from the insurance contract shall be within the jurisdiction of the courts of the Grand Duchy of Luxembourg.

1.12 Exclusions common to all the types of insurance cover

The following claims are not covered:

- a. claims arising from fraudulent or intentional offences or the willful misconduct of the Insured party/Insured parties or beneficiary;
- b. claims due to the Insured party being in a drunken or inebriated state or to having taken hallucinogens, narcotics or drugs or abusing medication;
- c. claims arising on the occasion of the Insured party being involved in a brawl (except in self-defence), clash or crime;
- d. claims arising on the occasion of the Insured party competing in races or competitions along with their preparatory trials involving a motor vehicle; speed, reliability or skill exercises, even if authorised, are considered to be races or competitions;
- e. claims on the occasion of an earthquake or other disaster;
- f. claims on the occasion of a civil or foreign war;
- g. claims arising from the direct or indirect effects of a fire, an explosion or the generation of heat or radiation from the transmutation of atomic nuclei or radioactivity, or from the effects of radiation caused by the artificial acceleration of nuclear particles;
- h. claims as a result of a professional activity at the place of destination, except for the Business cards;

A lawyer may only be appointed by the Insured party with the Company's written consent.

1.13 Protection of personal data

The controllers are LA LUXEMBOURGEOISE Société Anonyme d'Assurances, located at 9, rue Jean Fischbach L-3372 Leudelange and DKV Luxembourg S.A., located at 11-13, rue Jean Fischbach L-3372 Leudelange

The Data Protection Officer can be contacted at dpo@lalux.lu.

The information notice relating to the processing of the insured person's personal data carried out by the Companies in the context of this insurance contract is available online at the following address:

<https://www.lalux.lu/fileadmin/mediatheque/documents/CG/Spuerkeess-VISA-Infinite-2020-EN.pdf>

An electronic or paper copy may be obtained on request by e-mail at groupeLL@lalux.lu, by telephone on 4761 1, or by post from LA LUXEMBOURGEOISE Société Anonyme d'Assurances, 9, rue Jean Fischbach, Leudelange (Luxembourg).

The insurance company acts in accordance with Regulation (EU) N°2016/679, relating to the protection of the personal data which is applicable since 05/20/2018.

The purposes of the processing are to record and process the personal data collected from the insured person/beneficiary by the insurance company and/or the policyholder, with a view to complying with the present guarantees, monitoring such compliance and the settlement of any claims. Such processing is based on the performance of the contract. The personal data collected are intended for the insurance company's management needs and for the insurance company's contractual partners who contribute to the management tasks.

The insured person/beneficiary has the right to request from the controller access to, rectification or deletion of personal data, or the limitation of processing, or the right to object to the processing and the right to data portability. All requests must be sent to dpo@lalux.lu. The insured person/beneficiary also has the right to lodge a complaint with the Commission Nationale pour la Protection des Données (National Commission for Data Protection). It is not mandatory to provide personal data. If personal data are not provided, no data processing will be carried out. No automated decision-making or profiling with legal implications are carried out.

The data retention period shall be limited to the duration of the bank card as well as to the subsequent period during which the data retention is necessary to enable the insurance company to comply with their obligations according to the limitation periods or in application of other legal provisions.

The insurance company acts in accordance with the terms and conditions set out in Article 300 of the amended Insurance Industry Act of 7 December 2015 concerning insurance professional secrecy.

1.14 Use of languages

The General Terms and Conditions are issued in French. Any translations are for information purposes only and in the event of a dispute, the terms and conditions in the French language shall take precedence.

I. CONDITIONS FOR THE INSURANCE COVER (EXCLUDING ASSISTANCE)

Definition

Travel insurance cover

Any trip which includes travel expenses (plane, train or hired car) and accommodation costs (hotel, guest house, etc.), and is undertaken for non-professional and non-commercial reasons, except for the Business cards, and which fulfils all of the following conditions:

1. the trip involves a distance of more than 100 km from the Insured party's home;
2. the trip includes at least 3 consecutive overnight stays (no overnight conditions for the Business cards)
3. **at least 30%** of the trip is paid for with the credit card to which the cover in question is attached. This percentage of 30% applies to the actual travel expenses (plane, train or hire car) and accommodation expenses (hotel, guest house, etc.) incurred and not to any deposits. This percentage of 30% has to be paid before the occurrence of the claim;
When "Miles", vouchers, or other price reductions are used by the cardholder to pay for a trip, he has to ensure that at least 30% of the trip value has been paid with his card, if he wishes to obtain a possible compensation in the event of a loss related to a trip in accordance with the preceding paragraph.
"Miles", vouchers or other price reductions are not reimbursed under this insurance.
4. trips of less than 91 consecutive days.

Obligations in the event of a claim

Willis Towers Watson Luxembourg S.A. shall receive the insurance claims and forward them to La Luxembourgeoise's Claims department.

In any event, the card holder must declare the claim **no later than 30 working days** from the date on which the claim came to light, and must send:

- a completed and signed claim form, indicating the place and circumstances of the claim.
- proof of payment with the card to:
SPUERKEESS c/o Willis Towers Watson Luxembourg S.A.
by email to: wtw-lu.spuerkeess@willistowerswatson.com

or

by post to: SPUERKEESS c/o Willis Towers Watson Luxembourg S.A. 145, rue du Kiem, L-8030 STRASSEN

or

by telephone to SPUERKEESS c/o Willis Towers Watson Luxembourg S.A., by calling the following numbers:

from Luxembourg:

4696 01 222

from abroad:

+352 4696 01 222

The claim form may be requested by SPUERKEESS c/o Willis Towers Watson Luxembourg S.A.

The claim form shall be accepted in French, German and English.

Willis Towers Watson Luxembourg S.A. telephone service is open Monday to Friday from 8 a.m. to 5.30 p.m. and is provided in four languages (French, German, Luxembourgish and English).

If the Insured party or Beneficiary intentionally provides false information, makes false declarations about the date, nature, causes, circumstances and consequences of the claim; or uses fake or distorted documents with the intention of deceiving the Company, they shall lose all rights to the insurance cover for the claim in question.

All useful measures must be taken without delay to limit the consequences of the claim and hasten the recovery of the Insured party who must undergo medical care for their condition.

For the "Travel accidents" insurance cover, the agents or doctors appointed by the Company (the appointed agents or practitioners must work in Luxembourg or in the Insured party's country of residence) unless justifiably opposed, shall be granted free access to the Insured party to determine their condition and, where applicable, to arrange for an autopsy. The Insured party accepts that the medical information concerning the state of their health will be communicated to the Company's medical examiner.

For the “Trip cancellation” insurance cover, the Insured party must provide a doctor’s certificate from the doctor in charge abroad indicating that at the time it was booked, no contraindications existed to undertaking the planned trip. The doctor has to attest that insured person needs to return to his home country

Any unjustified refusal to comply with this examination, after being given notice by registered letter with acknowledgement of receipt, shall entail forfeiture of the Insured party.

In the event of a delay attributable to the Insured party in filing the insurance claim or in sending the information, and if the Company establishes that this delay adversely affects it, the Insured party shall bear the consequences of this delay commensurate with the loss incurred by the Company.

Other obligations

- a. The Insured party shall allow the Company to collect the information necessary and shall provide all the supporting documents which are necessary to confirm the insured event or the obligation to grant an insurance benefit and its scope. This provision also concerns the release of general practitioners from maintaining medical confidentiality, if this is necessary to confirm the obligation to grant an insurance benefit.
- b. At the Company’s request, the Insured party must allow itself to be examined by a doctor mandated by the Company.
- c. The Insured party shall be responsible for performing its obligations.

Non-compliance with obligations

If the insured person intentionally violates one of the points provided for in article “Other obligations”, the Company shall be released from the obligation to provide an insurance benefit.

For all other violations, the Company may reduce the insurance benefits by the amount of damage suffered due to this violation.

In the event of violation due to gross misconduct, the Company shall only provide the benefit to the extent that this violation had no effect on the establishment of facts about the insured event or on the establishment of facts or scope of benefit for which the Company is responsible.

Conversion of supporting documents into foreign currency

Costs generated in a foreign currency shall be converted into EUR at the rate of the day on which the insured event occurred.

Rules applicable to transfer and translation fees

The Company may deduct the following fees from the benefit:

- costs for transferring insurance benefits abroad,
- translation costs, except for translation costs in the European Union language region.

Proof of claim

In all cases, the Insured party must send the following to the Company:

Proof of payment of the insured trip of up to at least 30% (or 100% for Purchase protection or cover for Delivery of items purchased online) with the credit card and/or proof of booking the transport and/or accommodation in advance with the credit card.

The Insured party (or, where applicable, the surviving spouse or legal heirs in the event of the Insured party’s death) must also send the following documents to the Company:

If the trip is cancelled:

- confirmation of the booking.
- proof of cancellation.

If the trip is curtailed

- confirmation of the booking.
- the travel agent’s declaration concerning the number of days unused, if the trip was organised by a travel agent.

In the event of death:

- the death certificate.
- Proof of kinship with the deceased

In the event of illness:

- the doctor's certificate.
- The medical report provided by the insurer

In the event of significant material damage:

- documentary proof from the local authorities (report, statement from the fire department, etc.).

In the event of a delayed trip or missed connection:

- the certificate from the transport company.
- the original invoices/till receipts.

In the event of lost/stolen/delayed luggage

- property irregularity report,
- the original invoices/till receipts.
- details about the compensation paid by the transport company if applicable.
- In the event of theft, a copy of the complaints, lodged with the local authorities.
- Proof of delivery of the luggage(s) with date and time

In cases of force majeure:

- the Insured party must check-in ahead of the scheduled departure time on its travel itinerary,
- respect the contractual terms and conditions of the travel agent, tour operator and passenger transport company,
- stay in contact with the airline and make every effort to book the first return flight available offered by the airline
- inform SPUERKEESS c/o Willis Towers Watson Luxembourg S.A. as quickly as possible by phone, email or by means of a claim form within 30 days of becoming aware of the flight cancellation or delayed flight
- attach written confirmation from the airline of the flight cancellation or delayed flight scheduled in the travel itinerary, following the direct consequence of a case of force majeure, and/or
- the duration of the delay
- confirmation of the new booking on the first return flight available following cancellation of the originally scheduled flight and the details of the return flight
- present the proof of refusal by the airline of the reimbursement request OR details about any expenses refunded by the airline
- include all useful information, evidence and receipts
- the Insured party authorises the Insurance company to settle all claims with all airlines on its behalf and, if necessary, shall provide assistance wherever it can to compile the claims record. It accepts that the Company shall hold on to the amount recovered until final settlement with the airline.

Personal injury

In the event of a claim covered by this policy, the Insured party or, by default, the legal heirs must:

- immediately inform SPUERKEESS c/o Willis Towers Watson Luxembourg S.A. in the event of a fatal accident;
- the claim form shall indicate the place, date, time, cause and circumstances of the accident along with the identity of any witnesses; a doctor's certificate confirming the nature of the injuries must be attached;
- provide all the information and documents considered useful by the Company;
- grant the Company and its representatives free access to the Insured party;
- undergo an examination by the Company's appointed doctors;
- authorise the general practitioner to provide the doctors appointed by the Company with all the information requested and necessary both concerning the injuries and concerning any current or past illnesses or disabilities.

Purchase protection

Proof of claim

In all cases, the Insured party must send the following to the Company:

- the credit card statement certifying 100 % of the payment of the insured Object,
- any documentary evidence enabling identification of the insured Object, its purchase price, the purchase date and the invoice or till receipt.

In the case of characterised and non-characterised Theft, the Insured party must also send the following documents to the Company:

- the original version of the police report;
- any evidence about the claim, i.e.:
 - in the case of Theft characterised by Aggression: any evidence such as a doctor's certificate, a written statement or attestation which is dated and signed by a witness and includes their surname, first name, date and place of birth, address and profession,
 - in the case of Theft characterised by breaking and entry: any document proving the breaking and entry such as the quote or invoice for repairing the locking mechanism or a copy of the Insured party's fully comprehensive home or car insurance claim.

In the case of Accidental Damage, the Insured party must also send:

- the original quote or invoice for repair, or
- a statement from the seller, specifying the type of damage and certifying that the insured Object cannot be repaired.

The Company shall reserve the right to ask for any other document or information necessary to confirm the claim and assess the amount of compensation to be paid.

Expert's report/ payment of compensation

An expert or investigator may be sent out by the Company to assess the circumstances of the claim and evaluate the amount of compensation to be paid.

Cover for Delivery of items purchased online

The Insured Party's obligation in the event of a claim

The Insured party must report the claim to Willis Towers Watson Luxembourg S.A. as quickly as possible, and within a period of thirty (30) days at the latest after receiving their bank statement.

The claim form must be accompanied by all the documentary evidence listed below.

In the case of non-compliant delivery: the Insured party is presumed to have become aware of the loss upon receipt of the delivery or as soon as it becomes aware that the delivery is non-compliant.

In the event of non-delivery: if the goods are not delivered to the Insured party within the period specified in the sales terms and conditions on the vendor's website, the Insured party must contact Willis Towers Watson Luxembourg S.A. /Gras Savoye as soon as possible in writing by means of the claim form (available on SPUERKEESS website) within thirty (30) days at the latest after receiving their card statement.

Documentary evidence to be provided by the Insured party in the event of non-delivery or non-compliant delivery

The Insured party must provide documentary evidence about their loss for compensation purposes, and in particular:

- a print-out of the order confirmation (email), any confirmation of the order acceptance from the vendor or a print-out of a screen shot of the order,
- a copy of the Insured party's card statement or direct debit statement confirming the amount(s) debited for the order,
- in the case of a delivery by a private carrier, the delivery note given to the Insured party,
- in the case of a postal consignment received by the Insured party, the delivery tracking data in the Insured party's possession,
- in the event that the insured Object is returned to the vendor, proof of the shipping fees together with the acknowledgement of receipt.

The Company may ask the Insured party to provide other supporting documents considered necessary to examine the claims record.

Recourse against third parties

If the Insured party is entitled to reimbursement of damage by a third party, this claim, without prejudice to the legal subrogation, must be ceded in writing up to the level of refund of expenditure provided for by the Insurance contract to the Company; the claim shall be transferred to the Company up to the total amount due. If the Insured party drops such a claim or renounces any right to insure this claim without the Company's prior consent, it shall be exempted from the benefit obligation since it could have claimed the refund on the basis of this claim or right.

1. CONDITIONS FOR THE TRAVEL ACCIDENT INSURANCE COVER

1.1 Guaranteed benefits

The Company shall guarantee payment of the benefits agreed below if the Insured party falls victim to an accident resulting in personal injury or death.

In the event of death

If the Insured party dies as a result of an accident covered by this contract, immediately or within a period of three years from the date of the accident, the Company shall guarantee payment of the death benefit specified above to the surviving, non-divorced and non-separated spouse, or, by default to the Insured party's legal heirs.

If there is more than one beneficiary, the benefit shall be indivisible from the point of view of the Company which shall pay the interested parties collective compensation.

Benefits for death and permanent disability may not be accumulated for one and the same accident.

With the Insured party's prior consent, the general practitioner and the person having confirmed the death must send a certificate establishing the cause of death to the Company's advising doctor.

In the event of permanent disability

If, as a result of an insured accident, the Insured party suffers from a permanent disability, the Company shall guarantee the Insured party payment of compensation calculated by applying the degree of permanent disability to the benefits stipulated in point 1.5.: "Sums insured".

The degree of permanent disability shall be determined, without taking the Insured party's profession into account, based on the disability scale indicated in point 1.2.: "Disability scale" below.

The degree of permanent disability from which the Insured party continues to suffer shall only be determined based on the Insured party's definitive state of health, but within a period of three years after the accident at the latest.

One year after the accident, if the doctors are unable to establish the definitive degree but estimate it as being at least 20%, upon request, the Company shall pay provisional compensation calculated based on half of the anticipated minimum degree of disability.

1.2 Disability scale

NATURE OF THE ILLNESS	DEGREE OF DISABILITY
HEAD	
Total loss of sight of both eyes	100%
Complete and incurable mental disorder	100%
Loss of one eye or total loss of vision of one eye	30%
Complete and incurable deafness	40%
Incurable deafness in one ear	15%
Loss of osseous substance of the skull in all its thickness surface	
Area of a least 6 sq. cm	40%
Area of a least 3 to 6 sq. cm	20%
Area less than 3 sq. cm	10%
Complete removal of the lower jaw	60%
Partial removal of the lower jaw, i.e. a rising section in its entirety or half of the maxillary bone	35%
RACHIS-THORAX	
Total paralysis	100%

NATURE OF THE ILLNESS	DEGREE OF DISABILITY	
Fracture of the vertebral column		
- serious cases (paraplegia)	75%	
- neurological syndrome, but mild cases	20%	
Lumbar spinal compression confirmed by X-ray	15%	
Fracture of the spinal column without spinal cord injury	10%	
Multiple rib fractures with persistent thoracic deformation and functional defects	8%	
Collar bone fracture with distinct sequela		
- Right	5%	
- Left	3%	
LIMBS		
a) disabilities concerning two limbs		
Loss of both arms or both hands	100%	
Loss of both legs or both feet	100%	
Loss of one arm or one hand together with the loss of a leg or foot	100%	
b) upper limbs		
	right	left
Loss of one arm or hand	60%	50%
Non-union arm fracture (pseudarthrosis)	30%	25%
Loss of shoulder movement (total ankylosis)	35%	25%
Ankylosis of the elbow		
in a favourable position 15 degrees around the right angle	25%	20%
in an unfavourable position	40%	35%
Total paralysis of an upper limb (incurable nerve damage)	60%	50%
Total paralysis of the axillary nerve	20%	15%
Total paralysis of the median nerve		
to the arm	45%	35%
to the hand	20%	15%
to the torsion splint	40%	35%
Total paralysis of the radial nerve		
to the forearm	30%	25%
to the hand	20%	15%
Total paralysis of the ulnar nerve	30%	25%
Ankylosis of the wrist in a favourable position (in straightness and in proration)	20%	15%
Ankylosis of the wrist in an unfavourable position (forced flexion or extension or in supination) .	30%	25%
Total loss of the thumb	20%	15%
Partial loss of the thumb (ungual phalanx)	8%	5%
Total ankylosis of the thumb	15%	12%
Complete amputation of the index finger	15%	10%

NATURE OF THE ILLNESS	DEGREE OF DISABILITY	
Partial amputation of the index finger	8%	5%
Amputation of a finger other than the thumb or index finger	8%	5%
Simultaneous amputation of the thumb and the index finger	35%	25%
Simultaneous amputation of the thumb and a finger other than the index finger	25%	20%
Simultaneous amputation of two fingers other than the thumb and the index finger	15%	10%
Simultaneous amputation of three fingers other than the thumb and the index finger	20%	15%
Simultaneous amputation of four fingers, including the thumb	45%	40%
Simultaneous amputation of four fingers, excluding the thumb	40%	35%
c) lower limbs		
Amputation of the thigh (upper half)	60%	
Amputation of the thigh (lower half)	50%	
Total loss of the foot (tibial-tarsal disarticulation)	45%	
Partial loss of the foot		
disarticulation under the talus	40%	
medial-tarsal disarticulation	35%	
tarsal-metatarsal disarticulation	30%	
Ankylosis of the hip		
in an unfavourable position	45%	
in straightness	35%	
Ankylosis of the knee		
in an unfavourable position	25%	
in straightness	15%	
Extensive loss of osseous matter to the thigh or to the two bones of the leg, incurable state	50%	
Extensive loss of osseous matter to the patella with significant diastasis of the fragments and considerable difficulty in extending the leg on the thigh	40%	
Loss of osseous matter to the patella (movement unaffected)	20%	
Shortening of the leg by over 5 cm	30%	
Shortening of the leg between 3 and 5 centimetres	15%	
Shortening of the leg between 1 and 3 centimetres	5%	
Total paralysis of a lower limb	60%	
Total paralysis of the external popliteal sciatic nerve	30%	
Total paralysis of the internal popliteal sciatic nerve	20%	
Total paralysis of the two nerves (external and internal popliteal sciatic)	40%	
Total amputation of all the toes	20%	
Amputation of the big toe	8%	
Ankylosis the big toe	5%	
Amputation of two toes	4%	
Amputation of one toe	2%	

NATURE OF THE ILLNESS	DEGREE OF DISABILITY
<p>ADDITIONAL PROVISIONS</p> <ol style="list-style-type: none"> 1. If it is medically confirmed that the Insured party is left-handed, the degrees of disability indicated in the scale above for sub-paragraph 2) “upper limbs” shall be inverted. 2. Ankylosis of the fingers (other than the thumb) and of the toes (other than the big toe) shall only give rise to 50% of the compensation indicated for the loss of said organs. 3. For injuries not included in the table above, compensation shall be paid according to the severity of the condition in comparison to the cases listed, without taking the Insured party’s profession or age into account. 4. Post-concussion neural disorders and peripheral nerve damage shall only entitle the Insured party to compensation if they are the result of a covered accident. 5. In this case, an initial payment shall be made during the consolidation period which may not exceed half of the compensation corresponding to the degree of disability; and the balance shall be paid, if applicable, following another medical examination carried out within a maximum period of two years from the consolidation; this second examination shall determine the definitive degree of disability. In any case, any instalments paid shall remain the property of the Insured party. 6. If several disabilities result from one and the same accident, the different degrees of disability shall be added together without exceeding the total sum insured, or for the same limb or organ, without exceeding the total sum insured for the total loss of the limb or organ. 7. Compensation for the loss of limbs or organs already affected before the accident shall only be paid for the difference between the state before and after the accident. 	

1.3 Uninsured risks

The following are not considered to be accidents and are not covered:

- a. suicide or attempted suicide;
- b. illnesses, any state of ill health and its direct or indirect consequences including allergic conditions and surgical operations and their consequences, unless these illnesses and operations are the direct consequence of a covered accident, varicose veins and their consequences, calluses, eczema and dermatosis, even if they are produced by external agents;
- c. lumbago, sciatica and all types of hernia;
- d. problems and complications during pregnancy;
- e. accidents caused directly or indirectly by mental illnesses or nervous disorders, mental problems and related conditions;
- f. injuries caused by X-ray machines and the radioactive materials used for diagnosis and radiotherapy practices unless, for the person being treated, they result from a defective operation or misuse, or are the result of treatment to which the Insured party is subjected following an insured claim;
- g. the practice of the following sports: combat sports.

1.4 Assessment and payment of benefits

The benefits are assessed by mutual agreement between the Company and the Insured party. In the event of disagreement about the amount of the benefit, this shall be established with the participation of two experts, one appointed by the Insured party, and the other by the Company.

If the experts appointed in this way do not agree with each other, they shall appoint a third expert. The three experts shall work jointly and the majority of votes shall decide. If either party fails to appoint an expert, or the two experts cannot agree upon the choice of the third, the appointment shall be made by the President of the Court of First Instance of the district in which the Insured party lives, at the request of the party instituting the proceedings.

Each party shall pay their expert’s expenses and fees, if necessary, half of the third expert’s fees and the expenses relating to his appointment. The experts shall be exempted from the observance of any legal formalities. These provisions shall not in any way affect the rights of the parties to take legal proceedings.

If an illness or state of health which already existed prior to the accident or which is not contracted until after the accident or caused by the accident, exacerbates the consequences of the accident, the Company shall only be responsible for covering the consequences that the accident normally would have had without the aggravating effect of this illness or state of health.

1.5 Sums insured

Depending on the type of SPUERKEESS credit card, the following sums are insured:

SPUERKEESS credit cards	Death benefit	Disability benefit
Visa Classic	100.000 EUR	100.000 EUR
Visa Premier	250.000 EUR	250.000 EUR
Miles&More Luxair Visa	250.000 EUR	250.000 EUR
Visa Business	250.000 EUR	250.000 EUR
Miles&More Luxair Visa Business	250.000 EUR	250.000 EUR

2. CONDITIONS FOR THE TRIP CANCELLATION/CURTAILED TRIP INSURANCE COVER

2.1 Trip cancellation

2.1.1 Object of the insurance cover

The Company shall cover the cancellation fees owed by the Insured party if the latter must:

- **cancel their trip prior to departure**
- **cut short their trip**

under the circumstances given below, provided that they are unforeseeable at the time of signing this contract:

- a. illness confirmed medically as being incompatible with completion of the trip, accident involving physical injury, death, emergency organ transplant (donor or recipient) involving the Insured party or their travel companion. The medical certificate must be issued no later than the day of the trip cancellation;
- b. illness, accident or death of the spouse or other member of their family within the second degree of kinship
- c. complications related to the Insured party's pregnancy provided that, at the time of signing the travel contract, the Insured party was not more than three months or less than six months pregnant at the time of departure;
- d. cancellation of the trip by the Insured party due to it being impossible for medical reasons to have the necessary and required vaccinations for the trip;
- e. illness or accident or death of the person intended to replace the Insured person at their place of work during their trip or of the person intended to look after the Insured party's minor children;
- f. official summons of the Insured party:
 - to be a witness in a court of law,
 - required by the law enforcement agencies following a theft with breaking and entry at the Insured party's home or workplace;
- g. hijacking, taking hostage or kidnapping of the Insured party, their spouse, a relative within the second degree of kinship or a person living under the same roof as the Insured party and for which the Insured party has legal care or custody;
- h. extensive damage to property at the Insured party's home, secondary residence or professional premises belonging to or rented by the Insured party, occurring within the thirty day period preceding the departure date or occurring during the trip, and caused by a fire, explosion, water damage or theft, provided that the expert's report and/or an invoice for repairs are submitted;
- i. theft of identity papers or visa documentation, visa refused by the authorities in the country of destination;
- j. theft or total immobilisation of the Insured party's private vehicle at the time of departure;
- k. boarding delay at the time scheduled in the travel contract following an immobilisation of more than one hour due to a traffic accident or a case of force majeure on the journey to the place of boarding;
- l. cancellation or reduction of public transport due to a strike unless an alternative means of transport is made available.

2.1.2 Compensation

Compensation of the costs incurred due to a TRIP CANCELLATION, modification or curtailment arising from one of the causes indicated in point 2.1.1. shall be paid for the following credit cards up to the amounts indicated:

SPUERKEESS credit cards	Covered cancellation fees
Visa Classic	/
Visa Premier	5.000 EUR per year
Miles&More Luxair Visa	10.000 EUR per year
Visa Business	/
Miles&More Luxair Visa Business	10.000 EUR per year

The compensation of the modification costs is strictly limited to the costs generated by the reservation of a transport or accommodation of the same type and level.

As a result, all the additional costs generated by the change of class will be excluded of the insurance coverage.

It is stipulated that the minimum of 30% of the travel expenses must be paid before the 1st medical consultation leading to the cancellation of the trip.

2.1.3 Exclusions

Damage, illnesses, accidents or death resulting from the following shall always be excluded:

- a. claims due to the consequences of a chronic or pre-existing illness suffered by the Insured party unless the general practitioner certifies that
 - the Insured party was in a fit state to travel at the time the trip was booked and that it later became clear that, on the date of departure;
 - the Insured party was no longer able to undertake the journey due to a condition requiring medical care at the time the trip was booked;
- b. negligence on the part of the Insured party;
- c. suicide or attempted suicide;
- d. the influence of alcohol, narcotics, sedatives or drugs not prescribed by a registered doctor;
- e. depressed states and mental illnesses or nervous disorders unless this is the first time this occurs;
- f. elective abortions except in a medical emergency;
- g. the Insured party’s state of insolvency or opening of debt settlement proceedings;
- h. delays caused by recurring and foreseeable traffic problems;
- i. strikes, riots, civil commotion, acts of terrorism and conscious failure to respect official prohibitions;
- j. any reason giving rise to the cancellation which was known at the time of signing the insurance contract;
- k. events arising outside of the contract’s validity dates;
- l. the insolvency of the Insured party at the time of reserving the trip;
- m. failure or poor condition of the vehicle intended for the trip;
- n. anything that is not expressly and formally stipulated in this contract.

The exclusions shall apply both to the Insured party and to the persons for whom the medical condition is the reason behind the claim request.

3. CONDITIONS FOR THE INSURANCE COVER FOR LOST, STOLEN OR DELAYED LUGGAGE

3.1 Insurance cover

Stolen luggage

The Company shall pay up to the **Sums insured indicated** below for stolen luggage in any means of public transport on the occasion of a covered trip.

Delayed luggage

Upon production of supporting documents, the Company shall reimburse, up to the sums insured indicated below, emergency purchases and purchases of basic necessities (clothes and toiletries that are strictly necessary), if the luggage duly checked-in with a transport company arrives more than 8 hours after the Insured party's arrival at the destination. This insurance cover does not apply to the return trip back to the country of residence.

Lost luggage

The Company shall pay up to the Sums insured indicated below for lost luggage in any means of public transport on the occasion of a covered trip. An item of checked-in luggage which is lost and not found within 48 hours following arrival at the destination shall be considered as lost luggage.

If it transpires that this luggage is definitively lost, the compensation due in respect of the lost and stolen luggage cover shall be accumulated with the compensation owed by the Company in respect of the cover for delayed luggage.

Excess

An excess of 75 EUR shall apply to each claim.

3.2 Sums insured

Compensation LOST, STOLEN OR DELAYED LUGGAGE cover arising from one of the causes indicated in point 3.1. shall be paid for the following credit cards up to the amounts indicated:

SPUERKEESS credit cards	Stolen luggage	Delayed luggage	Lost luggage
Visa Classic	/	/	/
Visa Premier	500 EUR per claim and Insured party	500 EUR per claim and Insured party	500 EUR per claim and Insured party
Miles&More Luxair Visa	500 EUR per claim and Insured party	500 EUR per claim and Insured party	500 EUR per claim and Insured party
Visa Business	/	/	/
Miles&More Luxair Visa Business	500 EUR per claim and Insured party	500 EUR per claim and Insured party	500 EUR per claim and Insured party

3.3 Exclusions

The Company shall not cover:

- more than the limit per item of luggage for one pair or one series of objects;
- currency depreciation or losses due to inaccuracies or omissions during monetary transactions;
- damage or losses not declared to the police or transport company;
- damage due to the confiscation, seizure or detention by customs or any authority;
- the damage or loss of any luggage covered by any other insurance policy or which is the responsibility of the transport company: in these cases, the Company shall only pay an amount in addition to the amount that the transport company

or other insurance policy must pay, without exceeding the amount initially stipulated in the General Terms and Conditions;

- f. objects simply forgotten, mislaid or lost;
- g. jewellery if placed in the checked-in luggage;
- h. stolen objects left unattended in public places, on beaches, in camp-sites or other places accessible to the public; This exclusion does not apply to the spaces provided in public transport for the storage of luggage.
- i. thefts committed between 10 p.m. and 6 a.m. in a vehicle parked on a public highway (unless the vehicle is also stolen) or in an unlocked vehicle;
- j. fine pearls and precious stones.

4. FLIGHT DELAY AND/OR EXTENDED STAY

4.1 Insurance cover

The insurance cover shall be granted in the following cases:

- a. delay or cancellation of a flight published in an official schedule, booked and confirmed;
- b. overbooking preventing the Insured party from boarding the officially scheduled, booked and confirmed flight;
- c. late arrival of a flight, published in an official schedule, on which the Insured party is travelling and which causes the Insured party to miss their connecting flight;
- d. only flights operated by airlines that are published in an official schedule shall be covered by the insurance. The insurance cover shall complement any other compensation paid by the transport company and shall be granted on the basis of the actual costs incurred by the Insured party.

4.2 Compensation

- a. During a covered trip, the Company shall refund up to 500 EUR per trip (regardless of the number of persons) for the costs incurred by the Insured party for their meals, refreshments, accommodation expenses and transfer expenses to and from the airport or terminal to the hotel, provided that the delay is for more than 4 hours in relation to the original departure time indicated on the travel document.
- b. For cases of force majeure, if the Insured party is stranded abroad for at least 24 hours due to a case of force majeure, the Company shall refund up to 150 EUR per day* for seven days, up to a maximum of 1.050 EUR*, representing the reasonable and unrecoverable expenses incurred for:
 - Accommodation costs and travel expenses between the airport and the hotel;
 - Meals and drinks, telephone expenses.

* maximum amount for Insured parties travelling together.

4.3 Sums insured

Compensation of the FLIGHT DELAY AND/OR EXTENDED STAY cover arising from one of the causes indicated in point 4.1. shall be paid for the following credit cards up to the amounts indicated:

SPUERKEESS credit cards	Aircraft delay >4h	Extended stay if stranded >24h
Visa Classic	/	/
Visa Premier	500 EUR per trip	150 EUR per day for 7 days up to a maximum of 1.050 EUR per trip
Miles&More Luxair Visa	500 EUR per trip	150 EUR per day for 7 days up to a maximum of 1.050 EUR per trip
Visa Business	/	/
Miles&More Luxair Visa Business	500 EUR per trip	150 EUR per day for 7 days up to a maximum of 1.050 EUR per trip

4.4 Exclusions

- a. Delays caused on non-scheduled flights (flights operating without a published flight schedule);
- b. no refund shall be granted if the delay encountered is less than 4 hours in relation to the original departure or arrival time (in the case of a connecting flight) of the reserved flight published in an official schedule;
- c. no refund shall be granted if the delay is the result of a strike or war;
- d. no refund shall be granted in the case of the temporary or permanent withdrawal of an aircraft which would have been ordered:
 - either by the airport authorities,
 - or by the civil aviation authorities,
 - or by a similar organisation which would have announced the withdrawal in advance of the vehicle's departure;
- e. no refund shall be granted if a similar means of transport is made available for the Insured party by the transport company within a period of four hours after the original departure time (or arrival time in the case of a connecting flight) of the flight published in an official schedule, reserved and confirmed;
- f. no compensation shall be paid if the Insured party accepts a refund related to its return journey;
- g. the Insured party shall have no right to compensation under the policy if the conditions indicated above are not respected;
- h. the cost borne by the responsible airline.

5. MISSED DEPARTURE

5.1 Insurance cover

The Company shall cover up to the limit per claim for expenses incurred if the Insured party's missed departure is caused by one of the following cases, preventing the Insured party from continuing their journey:

Delay due to:

- a strike by airport or railway staff,
- a natural disaster, a terrorist attack or act of sabotage or terrorism causing the Insured party to be delayed by more than 12 hours,
- the theft or total immobilization of the Insured party's private or business vehicle at the time of departure following, for example, immobilization of more than one hour due to traffic accident or a case of force majeure on the journey to the point of embarkation.

The Insured party must provide evidence of the occurrence of the aforesaid events.

5.2 Sums insured

Compensation of the MISSED DEPARTURE cover arising from one of the causes indicated in point 5.1. shall be paid for by the following credit cards up to the amounts indicated:

SPUERKEESS credit cards	Missed departure
Visa Classic	/
Visa Premier	/
Miles&More Luxair Visa	/
Visa Business	/
Miles&More Luxair Visa Business	350 EUR per claim

5.3 Exclusions

The following are excluded:

- a. failure or poor condition of the private or business vehicle intended to be used for the trip;
-

- b. administrative problems, vaccination problems or problems with obtaining a visa or other documentation required to enter the country;
- c. negligence on the part of the Insured party in organising the trip (incorrect assessment of the travel time, oversight) and
- d. deliberate delayed departure.

5.4 Compensation

Only the actual costs incurred by the Insured party shall be refunded in the case of a trip cancellation or curtailment without exceeding the amount stipulated in the General Terms and Conditions.

Actual costs are regarded as those remaining payable by the Insured party after deduction of any refunds from:

- transport operators following the non-use of travel documents;
- the travel agent or hotel following the non-use of reserved services.

6. PROTECTION OF PURCHASES

6.1 Definitions

Insured object

Any object purchased new by the Insured party and paid for in full with their credit card, apart from jewellery (except for watches), furs, live animals, plants, perishable foodstuffs, cash, currency, travel cheques, transport documents and new motorised vehicles.

Claim

The characterised or non-characterised Theft of the insured Object, or Accidental Damage caused to the insured Object.

Characterised theft

Theft by breaking and entry or aggression.

Non-characterised theft

Theft not involving breaking and entry or aggression and with a claim reported within 24 hours following the theft to the local police authorities.

Breaking and entry

Forced entry, damage or destruction of any locking mechanism.

Aggression

Any threat or physical violence committed by a Third party with the aim of removing the insured Object from the Insured party.

Accidental damage

Any destruction, partial or total deterioration or damage caused by a sudden external event.

Jewellery

Any object intended to be worn by the person, made up in part or completely of precious metals or precious stones.

Third party

Any person other than the Insured party, their spouse or civil partner or ascendant or descendent relatives.

6.2 Insurance cover

The Company shall reimburse the Insured party within the following limits:

- in case of characterised or non-characterised Theft of the insured Object: the purchase price of the stolen insured Object.
- in case of Accidental damage (breakage or damage) caused to the insured Object: the repair costs for this object or, if these costs are greater than the insured Object's purchase price or the Object cannot be repaired, the purchase price of the insured Object.

To benefit from this insurance cover, the insured Object's purchase price must have been paid for in full with the credit card.

6.3 Duration of the insurance cover

The cover shall be granted insofar as the characterised or non-characterised Theft or Accidental Damage occurs within 90 days from the date of purchase or delivery of the insured Object.

6.4 Sums insured

1.500 EUR per claim and per year with a minimum of 50 EUR per item.

The characterised or non-characterised Theft or case of Accidental Damage shall be regarded as one and the same claim for a set of insured Objects.

Compensation of the PROTECTION OF PURCHASES cover arising from one of the causes indicated in point 6.2. shall be paid for the following credit cards up to the amounts indicated:

SPUERKEESS credit cards	Protection of purchases
Visa Classic	250 EUR per claim and 500 EUR per year with a minimum of 50 EUR
Visa Premier	500 EUR per claim and 1 000 EUR per year with a minimum of 50 EUR
Miles&More Luxair Visa	1000 EUR per claim and 2 500 EUR per year with a minimum of 50 EUR
Visa Business	/
Miles&More Luxair Visa Business	/

6.5 Exclusions

The following claims shall be excluded from the insurance cover:

- a. claims arising from fraudulent or intentional offences committed by the Insured party or one of its close relatives (spouse, civil partner, ascendant or descendent relatives);
- b. claims arising from the disappearance or loss of the insured Object;
- c. claims arising from damage to the insured Object during transportation or handling by the vendor;
- d. claims arising from normal wear or tear or gradual degradation of the insured Object due to erosion, corrosion, humidity or the action of cooling or heating upon the Object;
- e. claims arising from a vice of the insured Object;
- f. claims arising from failure to respect the insured Object's conditions of use as recommended by the manufacturer or distributor of this Object;
- g. claims arising from a manufacturing defect of the insured Object;
- h. claims arising from a civil or foreign war;
- i. claims arising from an embargo, confiscation, capture or destruction of the insured Object by order of a government or public authority;
- j. claims arising from atomic disintegration or ionising radiation;
- k. claims arising from objects purchased for resale.

6.6 Claim threshold

The insurance cover shall only be granted for objects purchased for a unit value equal to or greater than 50 EUR incl. VAT.

If the insured Object is part of a set of objects, and it later transpires following the claim, that it is unusable or irreplaceable, the cover shall apply to the object as a whole.

6.7 Payment of compensation

If a claim is declared in compliance with the terms stipulated below and the Company confirms that this claim is covered, the Company shall pay compensation within 15 calendar days from the date on which the Company confirms that the claim is indeed covered.

7. DELIVERY OF ITEMS PURCHASED ONLINE

7.1 Definitions

Third party

Any person other than the Insured party, their spouse or civil partner or ascendant or descendent relatives.

Insured object

A moveable material possession for private use, purchased new online from a vendor, provided that it was delivered by post or private carrier, and with a value between 50 EUR and 1 500 EUR including VAT.

Vendor

Any trader offering the insured Objects for sale on the Internet.

Non-compliant delivery

Upon receipt, the insured Object does not correspond to the manufacturer's or distributor's reference number indicated on the purchase order, or the insured Object is delivered in a damaged, broken or incomplete state.

Non-delivery

The insured Object is not delivered within thirty (30) calendar days after reception of the bank statement or direct debit statement.

Payment online

Payment transaction performed using a credit card issued by SPUERKEESS with or without entering a pin code to purchase the object, without signed invoices and for which the total amount is debited from the Insured party's account.

To benefit from this insurance cover, the insured Object's purchase price must have been paid for in full with the credit card.

Claim

Occurrence of an event covered by this insurance policy.

7.2 Insurance cover

In the case of a delivery incident following the online purchase of an insured Object, the Insured party may benefit from the Delivery cover according to the conditions set forth below. The payment of an insured object must have been made using the insured card, during its validity period. The debit payment corresponding to this purchase must be shown on the card's statement.

7.3 Compensation

If it is not possible to reach a satisfactory, amicable agreement between the vendor and the Company or the Insured party (at the latest by the 90th day following the debit payment of the insured Object):

In the event of non-delivery of the insured object:

The Company shall reimburse the Insured party the amount corresponding to the purchase price incl. VAT (including shipping costs) of the insured Object within the limit of the amounts actually paid to the vendor and within the upper limit stipulated in the "compensation amount per claim and per year" paragraph.

In the event of non-compliant delivery of the insured object:

- if the vendor accepts the return of the insured Object in order to send out a replacement object or to refund the Insured party, the insurance shall cover the costs for returning the insured Object to the vendor if these costs are not covered by the vendor,

- if the vendor accepts the return of the insured Object but does not send out a replacement object or does not refund the Insured party, the insurance shall cover the costs for returning the insured Object and the costs for refunding its purchase price (including shipping costs),
- if the vendor does not accept the return of the insured Object, the insurance shall cover the costs for forwarding the insured Object to the Company and for refunding the purchase price (including shipping costs).

The insured Object's purchase price includes VAT and is within the limit of amounts actually paid to the vendor.

The Company shall reserve the right to conduct a fact-finding mission or inquiry at its own expense to assess the circumstances and evaluate the amount of damages.

7.4 Exclusions

- animals;
- perishable goods and products, food items;
- drinks;
- plants;
- motor vehicles;
- cash, shares, bonds, coupons, stocks and bills, securities of all kinds;
- jewellery or precious objects such as works of art, gold smithery, silverware with a value greater than 150 EUR;
- digital data to be viewed or downloaded online (particularly MP3 files, photographs, software, etc.);
- services including those purchased online;
- objects purchased for resale such as merchandise;
- objects purchased from an online auction website;
- claims arising from fraudulent or intentional offences committed by the Insured party or one of its close relatives (spouse, civil partner, ascendant or descendent relatives);
- the consequences of acts suffered by the Insured party during a civil or foreign war;
- a strike by service providers or carriers, a lock-out or act of sabotage committed during a concerted strike action;
- claims arising from a manufacturing defect of the insured Object.

7.5 Sums insured

Compensation of the DELIVERY OF ITEMS PURCHASED ONLINE cover arising from one of the causes indicated in point 7.3. shall be paid for the credit cards below up to the amounts indicated:

SPUERKEESS credit cards	Protection of purchases
Visa Classic	500 EUR per year with a minimum of 50 per item
Visa Premier	1.500 EUR per year with a minimum of 50 EUR and a maximum de 1.500 EUR / item
Miles&More Luxair Visa	2.500 EUR per year with a minimum of 50 EUR per item
Visa Business	/
Miles&More Luxair Visa Business	/

If the damaged insured objects are part of a set of objects, and it later transpires that they cannot be used separately or are irreplaceable, the compensation shall be granted for the purchase price of the entire set of objects. The compensation shall be paid to the Insured party in euro including VAT by transfer to the account designated by the Insured party.

7.6 Territorial scope

For insurance cover for delivery of items purchased online:

- the insured items are those purchased from a vendor's website hosted in a European country or in the USA,
- the insured object must be delivered to the Grand Duchy of Luxembourg or within the European Community.

8. Collision Damage Waiver

8.1 Benefits

Provided the cardholder has paid the rental contract with his SPUERKEESS credit card, for a rental vehicle for a total period not exceeding 31 days, he will be covered in the event of material damage sustained by or the theft of the rental vehicle.

In the event of material damages or of the theft of the rental vehicle, with or without an identified third party, liable or not liable, the insurance covers the costs of repairing or restoring the vehicle to its original condition up to the amount of the Irredeemable Excess provided for in the rental contract when the Insured Party has accepted the car hire agency's insurance (in English CDW for Collision Damage Waiver, LDW for Loss Damage Waiver for Third Party damages, TP or TPC for Theft Protection Cover).

This coverage is granted to the cardholder without any formality and to the persons travelling with him who drive the rental vehicle, on the condition that their names be entered onto the rental contract beforehand.

8.2 Conditions

To benefit from the coverage, the cardholder must:

- meet the driving criteria imposed by the rental company, by law or the local courts
- drive the rental vehicle in accordance with the clauses of the rental contract signed with the rental company
- rent the vehicle from a professional rental company, i.e. a rental contract must be drawn-up in good, due form
- the name(s) of the driver(s) shall be legibly entered onto the rental contract.
- communicate his card number, duly registered in writing or by computer, and dated by the rental company
- pay for the car rental with his SPUERKEESS Credit Card.

The maximum per claim however will be 5.000 EUR.

The cover stops when the cardholder returns the vehicle, the keys and the registration documents at the end of the rental period which shall not exceed 31 days.

8.3 Exclusions

Only the following are excluded from this policy:

- damage caused by civil war, foreign war, uprisings, revolutions, confiscation or removal of the vehicle by the Police force or further to being requisitioned by the Police,
- damage caused by vehicle wear and tear, those caused by manufacturing or design defects and any damage caused voluntarily,
- expenses not attached to repair or replacement of the vehicle (with the exception of any towing costs invoiced),
- hire of the following vehicles:
 - vintage cars that have been on the road for more than 20 years or which the manufacturer ceased producing more than 10 years ago,
 - vehicles of more than 3.5 tons total permissible loading capacity,
 - vehicles of more than 8 cubic metres load volume,
 - vehicles hired for a period of more than 31 consecutive days, irrespective of the date on which the incident giving rise to the claim took place,
 - leisure vehicles: off-road or 4-wheel drive vehicles (unless the accident occurs on the public regular road network), 2- or 3-wheel vehicles, camping-cars and caravans,
- simultaneous hire of more than one vehicle,
- regular rental of utility vehicles for use in deliveries, errands and/or house moves,
- damage caused in the interior of the vehicle which is not the consequence of theft or a traffic accident (e.g. burns caused by smokers, damage caused by animals owned by the Insured Party or in their charge).
- The damages resulting from the participation of the vehicle in races or competitions and in the preparatory tests for these races and competitions. Even authorized driving skill exercises are assimilated to races and competitions.

SPUERKEESS credit cards	Collision Damage Waiver
Visa Classic	/
Visa Premier	/
Miles&More Luxair Visa	Max. 5.000 EUR per claim
Visa Business	/
Miles&More Luxair Visa Business	Max. 5.000 EUR per claim

II. CONDITIONS FOR THE INSURANCE COVER: ASSISTANCE FOR PEOPLE IN THE EVENT OF ILLNESS OR DEATH AND CASH EMERGENCY

1. ASSISTANCE FOR PEOPLE IN THE EVENT OF ILLNESS OR DEATH

1.1 Definition

Travel insurance cover

Any trip which includes travel expenses or accommodation expenses, undertaken for non-professional or non-commercial reasons, except for the Business cards, and which fulfils all of the following conditions:

1. the trip involves a distance of more than 100 km from the Insured party's home;
2. for the trip, at least 30% of the Insured party's transport expenses (plane, train or hire car) or of the average accommodation expenses (hotel, guest house, etc.) are paid for with the credit card. In the case of a trip using a means of transport other than plane, train or hire car or without a reservation, at least one payment must have been made with the credit card between the departure date and the date of the assistance claim (purchase petrol, etc.)
3. trips of less than 91 consecutive days

1.2 Guaranteed benefits

The Company shall cover expenses incurred in the following cases up to the maximum amount indicated:

1. Repatriation in the event of illness or death
2. Reimbursement of any healthcare expenses required for outpatient treatment or hospitalisation abroad
3. Early return
4. Search and rescue costs
5. Assistance in the event of legal proceedings
6. Services
7. Cash Emergency

Guaranteed benefits nos. 1 to 7 apply to all the credit cards except for:

- the Visa Classic to which no Assistance insurance cover applies.

1.3 Claim - Insured event

An insured event is a case of medical care required by an insured person following an illness or accident. The insured event takes effect when the treatment starts being administered and ends when, according to the medical diagnosis, the treatment is no longer necessary. If the treatment needs to be extended to cover an illness or the consequences of an accident which are not directly related to the original illness or accident, this is considered to be a new insured event. The death of an insured person is also an insured event.

The extent of the services in the case of an insured event is indicated in article 1.4.

1.4 Insurance conditions for granting assistance benefits

The Company shall grant benefits within the limits of the contract for examination methods, treatments and drugs recognised by conventional medicine. It shall also grant benefits for methods and drugs which have also proved to be promising in practice or which are used because no conventional medicine methods or drugs were available.

However, the Company may reduce its benefits to the amount which would have been incurred if conventional medicine methods or drugs had been used.

The Company may assign an assistance provider to assess the level of assistance required and for other services. During occurrence of the insured event, the Company shall be authorised to contact the competent doctor involved to make the best decision possible with him. The Company is responsible for making decisions about the type of transport mentioned in these insurance terms and conditions.

The cost of benefits mentioned in article 1.4. shall be reimbursed up to a total maximum amount of 100.000 EUR per person and per year, or for the corresponding equivalent amount in the national currency concerned per insured person and per year.

The conversion shall be carried out at the official exchange rate on the day on which the insured event occurred.

The type and amount of insurance benefits are set out in the following provisions:

1.4.1 Outpatient treatment

For outpatient treatment abroad, the Company shall refund up to 100% of the following costs:

- a. for medical care;
- b. for drugs and bandages. The following are not regarded as drugs: dietetic products, food products and tonics, weight loss products, contraceptives, geriatric care products, mineral water, toiletries and cosmetic products;
- c. for therapies, i.e.: physiotherapy, massages, hydrotherapy and wraps, thermal treatments, electrotherapy, light therapy and medicinal baths. Supplements for caring for the patient at home (for example at the hotel, or guest house) shall not be reimbursed. Saunas, thermal baths, etc. are excluded from the reimbursement;
- d. for medical devices which become necessary for the first time following an accident occurring during a trip abroad, except for optical products and hearing aids;
- e. for medical necessary transport to the nearest doctor by recognised emergency services.

The Insured party has complete freedom in the choice of registered doctor to provide the treatment required in the country of their stay.

The drugs and bandages, therapies and medical devices must be prescribed by this registered doctor. The drugs must also be purchased at a chemist. Repeated purchase of a drug using the same prescription must be authorised by the general practitioner.

1.4.2 Hospitalisation

For hospitalisation abroad, the Company shall refund up to 100% of the following costs:

- a. medical care (including costs for surgical procedures),
- b. the hospital stay (including accommodation in a private room),
- c. medical necessary transport to the nearest hospital by recognised emergency services,
- d. accommodation of a relative in the event of hospitalisation of a child under the age of 13

If hospitalisation is necessary from a medical point of view, the Insured party shall have complete freedom in the choice of hospital, generally recognised in the country of their stay, managed by permanent medical staff, offering adequate diagnoses and therapeutic possibilities and managing medical files.

1.4.3 Dental treatment

For dental treatment abroad, the Company shall refund up to 100% of the following costs:

- a. for pain-relieving dental care,
- b. for medical necessary simple dental fillings,
- c. for the repair of existing dentures to restore their chewing function,
- d. for transitional prosthesis up to 250 EUR.

If the dental treatment is medically necessary, the Insured party shall have complete freedom in the choice of registered dentist in the country of their stay.

1.4.4 Repatriation

The Company shall organise and bear the costs of a medical necessary and acceptable repatriation of the insured person. Repatriation shall be either:

- to the home of the insured person, or
- to the most suitable hospital, closest to the insured person's residence.

The costs for an accompanying person included in the insurance policy shall also be covered

In the event of death, the Company shall organise the repatriation of the body to the home country and cover the following costs:

- funeral director's costs abroad,
- costs for keeping the body in situ,

- coffin costs of up to 1.500 EUR,
- costs for transporting the body from the place of death to the burial or incineration site.

Other costs related to burial or incineration in the home country shall not be covered. In the event of burial or incineration in the country in which the insured person died, the same provisions shall apply.

1.4.5 Other benefits

1. If the insured event occurs, the Company shall, if necessary, organise the sending out of a doctor to take all the measures necessary for treating the insured person. A maximum amount of 3.000 EUR shall be paid to cover the costs of this benefit.
2. In the event of death, the return trip shall be organised to the home country of a relative within the second degree of kinship, and up to 1.000 EUR shall be paid per insured person to cover these costs. An official death certificate must be presented.
3. The Company shall organise the return trip of a family member or other trusted individual which the Insured party will have appointed if, at the time of occurrence of the insured event, the Insured party is accompanied by children under the age of 18 and nobody can look after them. Up to 2.500 EUR shall be paid to cover the costs of the trip and any overnight stays at a hotel.
4. Up to 2.000 EUR shall be paid to cover the costs enabling a close relative to visit in the event of hospitalisation for more than five days if the insured person was travelling alone. If the insured person is under the age of 18 at the time of their hospital admission, the condition of a minimum duration of five days' stay shall be cancelled and one of the patient's parents may visit the insured person at the hospital.
5. The accommodation expenses shall be reimbursed for the sick insured person if they are unable to make the return journey on the scheduled date; the reimbursement shall be limited to five nights for a total amount of 500 EUR. If the sick or injured insured person is accompanied by insured family members, up to 500 EUR per family member shall also be paid to cover the expenses for extending their stay.
6. In the event of hospitalisation for more than 48 hours of a child under the age of 16 who lives at home, the return journey of any insured persons shall be organised. A maximum amount of 2.000 EUR shall be paid to cover the costs of this benefit. To receive this benefit, a doctor's certificate indicating the diagnosis and confirming that the hospital stay is likely to be more than 48 hours shall suffice.
7. In the event of hospitalisation for more than five days of a family member in the home country, the return trip of the insured persons shall be organised by the Company. To receive this benefit, the general practitioner must certify that the person's state of health justifies the presence of the Insured party. The costs shall be covered up to a maximum amount of 2.000 EUR.
8. Up to 500 EUR shall be paid to cover the costs for changing a flight or train reservation for the Insured parties if they are unable to make the scheduled return trip following the illness of an accompanying person included in the insurance policy. A doctor's certificate confirming the need to change the reservation must be presented.
9. The Company shall organise and cover the costs of the return journey of the card holder and any insured persons accompanying them in the event of significant material damage at the unoccupied home of the card holder. This concerns the following events: fire, water damage, storm, hail, explosion, implosion or theft with breaking and entry. A maximum amount of 2.000 EUR shall be paid to cover the costs of the return journey. Evidence of the claim from the local authorities must be sent to the Company as soon as possible.
10. If an insured event occurs, the Company shall organise the transportation of essential drugs or blood bags if they are not available locally. The drugs must be prescribed by registered doctors.
11. The Company shall reimburse up to 125 EUR maximum for the taxi costs for journeys to the hospital or outpatient centres and the return to the accommodation; the places of departure and arrival must be clearly indicated on the taxi invoices presented, and proof of hospitalisation or outpatient treatment must be provided. The Company shall also reimburse the expenses for the Insured party's journeys for the hospital visits as part of the patient's hospitalisation.
12. The Company shall pay up to 5.000 EUR to cover the costs of any search and rescue operations or the cost of evacuating the insured person from ski slopes by recognised emergency services in the event of an accident on a marked ski piste which was open at the time of the accident. If, at the time of the accident, the Insured party was not within a marked and open ski piste, the Company shall not grant any benefit.
13. If the Insured party is subject to legal proceedings abroad following a traffic accident, the Company shall advance the bail bond for up to 12.500 EUR per insured person. To receive this benefit, a certified true copy of an administrative decision must be presented. The Company must be reimbursed for the advanced funds within a period of three months from the date of the event.
14. In addition, the Company shall also advance the funds for hiring a lawyer abroad for up to 1.300 EUR. The Insured party shall undertake to reimburse the advanced funds within a period of 30 days. The benefits indicated shall not be granted for the costs of legal proceedings in Luxembourg or the home country. The Company must be reimbursed for the advanced funds within a period of three months from the date of the event.
15. In the case of an insured event, the Insured party shall be entitled to the provision of language assistance by the Company.
16. In the event of sickness or injury of a duly vaccinated pet (cat or dog) accompanying the Insured party abroad, the Company shall pay up to 75 EUR to cover the veterinary costs upon presentation of the original invoices.
17. In the event of loss or theft of travel documents, the Company shall assist the Insured party locally with all the formalities and facilitate the return journey.

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18. If the insured person is injured as a result of an accident, the Company will reimburse the days of a ski pass or ski lessons not used due to the injury, up to a maximum of 500 EUR (ski lessons: maximum 60 € / day). The unused days of the ski pass or ski pass are calculated from the day following the accident - the amount billed for the multi-day tickets is calculated pro rata.

The presentation of a medical certificate as well as the original receipt of payment of fees for the ski pass or the ski course is essential. A refund of ski lessons or ski passes of accompanying persons is not possible.

1.4.6 Services

Upon the occurrence of the insured event, the Company shall provide the following services:

1. customer service available 24/7;
2. possibility to obtain information about healthcare possibilities at the place of stay;
3. sending of details about hospitals, specialised clinics and indication of transfer possibilities;
4. payment of refundable costs directly to the hospital abroad;
5. in the event of a medical necessity, organisation of transport or transfer to a specialised clinic, and cover of any related costs;
6. making contact with the family doctor and organising the exchange of information between doctors;
7. at the Insured party's request, the Company shall inform close relatives in the event of the occurrence of an insured event.

1.5 Exclusions

No rights to assistance benefits or to the reimbursement of medical expenses may be claimed in the following cases:

- a. medical care abroad which was the sole reason and/or one of the reasons for the trip;
 - b. medical care for which it was established from the outset, based on a medical diagnosis, that the treatment would have been administered during the ordinary course of the journey (for example, dialysis), unless the Insured party is making the journey following the death of their spouse or a family member. The reimbursement of necessary drugs prior to departure as part of a long-term treatment program is excluded;
 - c. medical care in Luxembourg or medical care in the country of residence;
 - d. costs for contraceptive methods;
 - e. costs for preventive medicine, vaccines or vaccinations;
 - f. damage resulting from radiation or nuclear energy and damage resulting from war, civil war, civil unrest, terrorism or similar events, or from an epidemic or pandemic;
 - g. sicknesses and accidents caused by gross negligence or an addiction, including their consequences, and detoxification methods including rehabilitation programs;
 - h. treatment of psychological, psychogenic and psychosomatic illnesses;
 - i. expenses relating to the insured person's pregnancy known prior to departure, to an abortion, sterilisation, miscarriage, childbirth or the postpartum period and their consequences; however, treatment related to acute pregnancy complications which were not anticipated by the Insured party shall be insured, including premature childbirth before the end of the 32nd week of pregnancy and miscarriages. Medical care required for the premature infant shall also be covered by the insurance;
 - j. dentures and crowns;
 - k. thermal treatment, treatment at a sanatorium or physiotherapy treatment;
 - l. outpatient treatment at a spa. This restriction shall be cancelled if, during a temporary stay, treatment becomes necessary due to a separate illness which is not the reason for the stay or to an accident occurring in situ;
 - m. treatment administered by spouses, relatives or children. Justified costs for materials are reimbursed based on the scale;
 - n. suicide or attempted suicide;
 - o. professional-level sports competitions;
 - p. accommodation required due to a state of dependency;
 - q. cosmetic/aesthetic treatments of any kind and their consequences;
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r. expert reports, certificates, quotes and treatment of a medical nature if the Insured party has to provide this.

If the treatment or other action for which benefits are defined exceeds medical requirements, the Company may reduce the benefits to a more suitable amount. If the costs for the treatment or other services are clearly disproportionate compared to the services provided, the Company shall not be required to reimburse the proportion of the service which is clearly disproportionate. The situation shall be assessed according to the country of destination.

If entitlement to statutory health insurance, accident insurance or retirement insurance benefits, or to a statutory health or accident protection plan exists, the Company shall only reimburse any expenses that exceed the legal benefits.

The insured person shall not be covered by the insurance and shall have no entitlement to assistance benefits if, and for as long as, economic or financial sanctions or European Union embargoes directly imposed on the contracting parties oppose this.

No insurance cover shall be granted for territories for which the Minister of Foreign Affairs, a competent minister or authority in one of the states bordering the Grand Duchy of Luxembourg has issued a warning to travellers.

If the Insured party is already in the territory for which such a warning has been issued, the insurance cover shall expire within a period of 14 days following publication of this warning.

1.6 Obligations in the event of a claim

In the event of a claim, for all the Assistance insurance cover in this contract, the Insured party must:

- a. Notify the Company of each case of hospital treatment within three days by calling (+352) 42 64 64 844 or by sending an email to assistance@dkv.lu. Failing this, the Company shall not be required to reimburse the costs. If the Company receives the information about the hospitalisation later than this, it shall only grant the benefit from the day on which it took cognisance of the hospitalisation.
- b. First send the original version of invoices with proof of payment to the statutory health insurance.
- c. Then send the following documents to the Company within a period of 30 days:
 - copies of invoices;
 - all supporting documents of reimbursement by the statutory health insurance and any supplementary insurance;
 - the credit card number.
- d. If the statutory health insurance does not cover the costs, send the original documents to the Company which shall only perform the reimbursement upon presentation of the original versions.
- e. Supporting documents requested by the Company and necessary to assess its payment obligation must also be provided. The Company may request evidence of advance payment.
- f. The insurance claim for repatriation in the event of death must be justified by the official death certificate.
- g. The supporting documents and evidence shall become the property of the Company.
- h. The Company shall be authorised to provide benefits to the bearer of regulatory supporting documents.
- i. Claims for insurance benefits may not be ceded or pledged.

The invoices must include:

- the surname(s) and first name(s) of the person receiving treatment;
- the name of the illness (diagnosis). If the doctor refuses to indicate the name of the illness, the Company may make the payment of benefits conditional upon a medical examination as stipulated in article 1.8b);
- the doctor's name and address;
- the different types of medical care administered together with their dates.

The following points must also be respected:

- The prescriptions must clearly specify the prescribed drug and its price and must have been paid for.
- The prescriptions must be sent with the corresponding doctor's invoice, invoices for therapies and medical devices with their prescriptions.
- For dental treatment as stipulated in article 1.4.3., the invoice must include the name of the teeth treated and the treatments performed.
- For requests for benefits provided for in articles 1.4.4. and 1.4.5., the reimbursement shall only be paid upon presentation of the necessary supporting documents (for example, the death certificate, a doctor's certificate, etc.).

1.7 Claims

All claims must be sent in writing to the following address:

DKV Luxembourg S.A.

11-13, rue Jean Fischbach
L-3372 Leudelange

assistance@dkv.lu

Insurance agents are not authorised to receive these claims.

If the Insured party does not notify the Company of a change of address, the notification sent to the Insured party's last address known shall be considered valid. The claim shall take effect on the date on which the Insured party would have been notified in the normal way without the change of address.

1.8 Obligations to be respected

- a. The insured person shall allow the Company to collect the information necessary and shall provide all the supporting documents needed to confirm the insured event or the obligation to grant an insurance benefit and its scope. This provision also concerns the release of general practitioners from maintaining medical confidentiality, if this is necessary to confirm the obligation to grant an insurance benefit.
- b. At the Company's request, the insured person must allow themselves to be examined by a doctor mandated by the Company.
- c. The insured person shall be responsible for performing its obligations.

1.9 Non-compliance with obligations

- a. If the insured person intentionally violates one of the obligations provided for in article 1.8. the Company shall be released from the obligation to provide insurance benefits.
- b. For all other violations, the Company may reduce the insurance benefits by the amount of damage suffered due to this violation.
- c. In the event of violation due to gross misconduct, the Company shall only provide the benefit to the extent that this violation had no effect on the establishment of facts about the insured event or on the establishment of facts or scope of benefit for which the Company is responsible.

1.10 Conversion of supporting documents into foreign currency

The costs generated in a foreign currency shall be converted into euro at the rate applicable on the day on which the insured event occurred.

1.11 Rules applicable to transfer and translation fees

The Company may deduct the following fees from the benefits:

- costs for transferring insurance benefits abroad,
- translation costs except for translation costs in the European Union language region.

1.12 Recourse against third parties

If the Insured party is entitled to reimbursement of damage by a third party, this claim, without prejudice to the legal subrogation, must be ceded in writing up to the level of reimbursement of the expenses provided for by the Insurance contract to the Company; the claim shall be transferred to the Company up to the total amount due. If the Insured party drops such a claim or renounces any right to insure this claim without the Company's prior consent, it shall be exempted from the benefit obligation since it could have claimed the refund on the basis of this claim or right.

2. CASH EMERGENCY

2.1 Definition

In the event of theft or loss of means of payment abroad or in the country of residence, if the Insured party is at least 100 km from their home, and faces unforeseen expenses, the Company shall make the necessary amount available, at the Insured party's request.

2.2 Sums insured

The upper limit is fixed at 2.500 EUR or the corresponding equivalent amount in the currency of the country in which the Insured party is staying. The Company must be reimbursed for the advanced funds within a period of three months from the date of the event.

2.3 Insured parties

The "Cash Emergency" insurance cover benefit shall be granted to Insured parties with the following credit cards:

- all credit cards benefiting from the Assistance insurance cover for persons in the event of sickness or death;

2.4 Conditions

The same conditions, obligations and exclusions apply to the "Cash Emergency" benefit as those indicated in the section above concerning Assistance for persons in the event of sickness or death.