

# SafeGuard Insurance & Support

Policy Conditions

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# Points of attention

## **Purpose of the Insurance**

In collaboration with Chubb European Group SE, International Card Services BV (ICS) provides a comprehensive additional package of services for the benefit of its Cardholders. These services are offered under the names of SafeGuard Insurance & Support.

## **General provisions**

These services are provided on the condition that the beneficiary is travelling when making a claim under SafeGuard Support. The period of travel commences the moment the beneficiary has left his home and ends upon his return to that place. An exception is made for legal assistance, which is provided abroad only.

# Definitions

## **Beneficiary:**

The Cardholder himself, domiciled in the Netherlands, his/her spouse or partner in life with whom he/she is engaged in long-term cohabitation, his/her underage children up to the age of 18, or his/her business partners to a maximum of 3 persons, when they are travelling together with the Cardholder.

## **Bodily injury:**

Bodily injury caused solely and directly by violent, accidental, visible causes from outside that have occurred during the trip, with the exception of illnesses, chronic and otherwise, or disorders.

## **Cardholder:**

The holder of a credit card with SafeGuard facility issued by ICS.

## **Disease:**

Sudden and unforeseen disease, contracted or presenting itself for the first time during the trip.

## **Serious medical reason:**

Bodily injury or disease of such a serious nature as to threaten the life of the beneficiary.

## **Relative:**

In relation to the Cardholder: relatives by blood or by marriage in direct line or in the second degree, or the partner in life with whom the Cardholder permanently cohabits. In relation to the cover provided the members of the group must be relatives in the direct line.

## **Accident:**

A sudden, unexpected physical injury to the insured person caused by external, violent means, resulting in his death or physical injury capable of being determined medically. Also regarded as accidents are sunstrokes, freezing, drowning, death from thirst or exhaustion, provided such cases occur as a result of having become isolated.

## **Means of public transport:**

Publicly accessible means of transport providing a regular service, for which the competent authorities have issued a permit for the transport of persons, such as for example trains, buses, vessels and aircraft, including charter planes, provided they have been chartered by a tour operator.

## **Rental car:**

Four-wheel motor vehicle operated commercially by a commercial car rental company.

**Time limit:**

If in the view of Chubb European Group SE a claim or event of damage, as the case may be, is not covered by the terms of the insurance, it will notify the Cardholder thereof in writing. Any entitlement to payments, or alleged payments, in relation to damage or otherwise, and/or claims against SafeGuard Support shall lapse, if no legal action has been brought against Chubb European Group SE within one year from the aforesaid notification by the Cardholder.

**Subrogation:**

In the event of payment of expenses and/or compensation Chubb European Group SE will be subrogated to all rights and actions to which the beneficiary is entitled vis-à-vis third parties that are responsible for an accident resulting in an action or claim under the provisions of SafeGuard Support.

**Complaints procedure:**

If you have a complaint, Chubb European Group SE would like to hear from you and will do its utmost to find a solution together with you. Complaints and disputes relating to this agreement can be submitted to: Chubb, Marten Meesweg 8, 3068 AV in Rotterdam or by email at [info.benelux@chubb.com](mailto:info.benelux@chubb.com).

If the insurer's decision does not satisfy the insured party, it may apply to (within three months):

The Dutch Institute for Financial Disputes (Kifid)  
 PO Box 93257  
 2509 AG The Hague  
 Tel: 0900 - 355 22 48  
 or via [www.kifid.nl](http://www.kifid.nl)

To submit a complaint with Kifid, you must first register on [www.mijnkifid.nl](http://www.mijnkifid.nl). You can also submit the complaint directly to the civil court, without having to go through the procedure of the Dutch Institute for Financial Disputes (Kifid). This policy document is governed by Dutch law and any dispute will be submitted to the exclusive jurisdiction of the Dutch court.

**Privacy regulations****REGISTRATION OF PERSONAL DATA**

Chubb European Group SE uses personal data provided by you to us to accept and administer this insurance, including any resulting claims. The data collected includes basic contact details such as your name, address and policy number, but may also include more detailed information (for example, your age, medical data, financial situation or claims history) in so far as this is relevant to the risk to be insured, the services to be provided or the services or claims you may wish to make. Chubb European Group SE is part of a global group of companies and your personal data may be shared with group companies in other countries, to the extent necessary to provide coverage for your policy or to store your data. Chubb European Group SE also uses authorised service providers, who have access to your personal data subject to our instructions and control.

You have a number of rights with respect to the personal data you have provided, including rights of access and, in certain cases, the right to erasure and deletion. In this section, Chubb European group SE has briefly explained how they use your personal data. For more information, we strongly recommend that you consult the General Privacy Policy, which can be viewed here: [www.chubb.com/benelux-nl/footer/privacy-policy.aspx](http://www.chubb.com/benelux-nl/footer/privacy-policy.aspx). You can always ask Chubb European Group SE for a paper copy of the Privacy Policy by sending an email to [dataprotectionoffice.europe@chubb.com](mailto:dataprotectionoffice.europe@chubb.com). When processing personal data within The Netherlands, Chubb European Group SE also adheres to the Code of Conduct for the Processing of Personal Data of the Dutch Association of Insurers, which you can consult via the website of the Dutch Association of Insurers, [www.verzekeraars.nl](http://www.verzekeraars.nl), or which you can request from the Dutch Association of Insurers, PO Box 93450, 2509 AL The Hague, telephone +31 (0)70 - 3 338 500.

**Sanction clause:**

The (re)insurer shall not provide cover or pay benefits or compensation or any other benefit if the (re)insurer (or its parent company, direct or indirect holding company of the (re)insurer) is thereby exposed to fines or restrictions (including extraterritorial sanctions or restrictions to the extent that they do not conflict with the law applicable to the (re)insurer), which arise from trade and economic sanction, legislation or regulation.

**Insurer:**

Chubb European Group SE is a company subject to the French Insurance Code (Code des Assurances) with registration number 450 327 374 RCS Nanterre. Registered office: La Tour Carpe Diem, 31 Place des Corolles, Esplanade Nord, 92400 Courbevoie, France. Chubb European Group SE has a fully paid-up share capital of €896,176,662 and is subject to supervision by the 'Autorité de contrôle prudentiel et de résolution (ACPR) 4, Place de Budapest, CS 92459, 75436 PARIS CEDEX 09. Chubb European Group SE, Dutch branch, Marten Meesweg 8, 3068 AV Rotterdam, is registered with the Chamber of Commerce Rotterdam under number 24353249. In the Netherlands it is also subject to supervision by the Authority for the Financial Markets (AFM).

**Contact information:**

If you wish to receive information about a claim for damages filed by you, you may contact the claims department of Chubb European Group SE, at [beneluxclaims@chubb.com](mailto:beneluxclaims@chubb.com). You can submit a claim via [www.chubbclaims.nl](http://www.chubbclaims.nl) or by calling +31 (0)10 2893 545.

Chubb European Group SE  
Marten Meesweg 8  
3068 AV Rotterdam  
Chamber of Commerce Rotterdam No 24353249  
Customer service: 0800 225 5223  
Head office: La Tour Carpe Diem, 31 place de Corolles, Esplanad Nord, 92400 Courbevoie, Frankrijk.

Below is a detailed overview of the various types of assistance that may be provided by SafeGuard. SafeGuard consists of the sectors Insurance & Support.

## SafeGuard Insurance

In addition to extensive personal assistance International Card Services BV (ICS) in collaboration with Chubb European Group SE also provides cover to the Cardholder for relevant purchases in the case of flight and baggage delays outside the Netherlands.

### Supplementary accident travel insurance

International Card Services BV (ICS) has through Chubb European Group SE effected supplementary accident travel insurance for Cardholders in the amount of €115,000. This insurance pays out in the event of death and certain forms of disability resulting from an accident involving a means of public transport, rental cars or chartered planes, the costs of which have been paid for by credit card.

#### 1. Insured persons

The following persons are insured:

- a. holders of a valid credit card issued by International Card Services BV (ICS);
- b. their spouse or regular partner, also when travelling on their own, who has lived together with the Cardholder at the same address for a period of 6 months at least;
- c. their children up to age 25, also when travelling on their own, whose cost of living are demonstrably for the account of the Cardholder.

## 2. Cover

This insurance pays out in the event of death and certain forms of disability resulting from an accident with a means of public transport, rental car or rented aircraft, the costs of which have been paid for by credit card. Worldwide cover is provided:

- a. during trips made by a means public transport, provided the fare has been paid for by a credit card with SafeGuard facility. Cover commences on entering the means of public transport and ends upon leaving it. In the case of trips made by aircraft or vessel, cover ends upon departure from the terminal;
- b. during the direct transport by a means of public transport, taxi or private car to the place where the trip referred to in a. commences, as well as during the direct transport by a means of public transport, taxi or private car from the place of arrival as referred to in a. to the ultimate destination. These fares need not have been paid for by credit card;
- c. during trips made as a driver or a passenger of a rental car, provided the rental charges have been paid for by a credit card with SafeGuard facility. This cover remains in force for a period not exceeding 60 days;
- d. during trips made as a pilot of an aircraft whose rental charges have been paid for by a credit card with SafeGuard facility. This cover applies to a stay outside the Netherlands only, in relation to the insured person who possesses a valid licence and for that reason as a rule carries payload in a professional capacity.

## 3. Benefits

Payment is made if an accident for which cover is provided within one year leads to the death or permanent disability of an insured party as set forth below.

	<b>Maximum amount</b>
Death	€115,000
Maximum amount for permanent disability due to loss of:	
both hands or both feet	€115,000
loss of sight in both eyes	€115,000
one hand and one foot	€115,000
one foot and loss of sight in one eye	€115,000
one hand and loss of sight in one eye	€115,000
one hand	€60,000
one foot	€60,000
loss of sight in one eye	€60,000

The loss of a hand or foot shall be taken to mean the actual ankle or pulse joint amputation. Loss shall also be taken to mean the full loss of function in a foot or hand. Loss of eyesight shall be taken to mean the full and irreversible loss of sight in one eye or in both eyes respectively. In the event of a loss, or loss of function, of several of the body parts listed above as a result of one and the same accident, the maximum benefit shall never exceed €115,000 per person. For children up to the age of 5 the maximum cover is €25,000. A maximum of €5,000,000 applies to group travel charged entirely to one credit card.

## 4. Exclusions

No cover is provided for accidents that have happened to the insured person as a result of:

- a. suicide or attempted suicide;
- b. war, whether or not officially declared, or similar activities;
- c. intent or unlawful acts on the part of the insured person or a person having an interest in the benefit;
- d. driving a vehicle with a blood alcohol percentage that is higher than permitted under the laws of the country where the accident took place;
- e. bets, challenges and undeniably dangerous acts;
- f. high-speed and endurance trials for motor vehicles, as well as the related test trials;
- g. if the insured person is training for, preparing for or participating in dangerous activities or sports, such as
  - abseiling, mountain climbing, unless these are practised under recognised expert supervision
  - winter sports competitions,
  - ice hockey.

## 5. Beneficiary

Unless a beneficiary has been designated by the insured person by means of a registered letter sent to SafeGuard Support, all benefits shall be paid to the insured person him or herself or to his or her lawful heir(s).

## 6. Obligations following an accident and submitting a claim

Notification of an accident should be made as soon as possible, no later than 30 days, to Chubb European Group SE, PO Box 8664, 3009 AR Rotterdam, at [www.chubbclaims.nl](http://www.chubbclaims.nl) or by contacting Chubb at [beneluxclaims@chubb.com](mailto:beneluxclaims@chubb.com) or by calling +31 (0)10 2893 545. You should only report your accidental damage here. For other damages, please contact SafeGuard Support.

## 7. Payments

Payments will be made direct to the insured party. All payments are made in Euros.

### Baggage delay

Cover of up to €140 per group is provided, if the baggage that upon departure was entrusted to the airline with which the insured person is travelling, fails to arrive at the insured person's place of destination within 4 hours. Cover of up to €410 per group is provided by way of supplementary compensation, if the baggage has not been retrieved within 48 hours from the moment the insured person has arrived at the place of destination. This insurance covers the relevant purchases abroad, such as replacement clothing, and toiletries, to the extent that such purchases were made within 4 days from the insured persons' arrival at the place of destination abroad. The insured persons must take the appropriate measures with a view to localizing the baggage and must inform the relevant airlines and/or airports at once about the delay or loss of baggage. To that end a P.I.R. (Property Irregularity Report) is prepared by the competent authorities, a copy of which must be provided to Chubb European Group SE when filing a claim.

### Flight delay

Cover of up to €140 per group is provided for relevant purchases abroad, such as meals, refreshments and other expenses, if as a result of a flight delay the journey time of a scheduled flight is increased by 4 hours due to: the delay or cancellation by the airline of a booked and confirmed flight; the delayed arrival of the plane, as a result of which a connecting flight is missed, and; the delayed arrival (more than one hour) of a means of public transport, as a result of which a plane is missed. This insurance does not apply to charter flights.

#### 1. Insured persons

In relation to flight and baggage delays, the Cardholder and his/her fellow travellers.

#### 2. Conditions and restrictions

Wherever possible the insured person should use his/her credit card for making the required purchases. If the insured person's credit card cannot be used for paying for the required purchases, original receipts represent valid proof for purposes of cover. When determining the times of the flight schedules, the 'ABC World Airways Guide' will be used as a guideline.

#### 3. Exclusions

No cover is provided if:

- a. the baggage has been seized by Customs, the police or other government bodies;
- b. the insured persons fail to check in accordance with the travel instructions that have been provided, unless such is made impossible due to a strike;
- c. in the event of a flight delay alternative transport is offered within 4 hours from the scheduled time of departure;
- d. the flight delay is compensated by other flights, in such a way that the total travel time is extended by less than 4 hours;
- e. the delay is caused by a strike that was already in progress or had already been announced before the start of the flight;
- f. the delay is caused by a passenger plane having been taken out of service by a competent authority and this measure was announced before the start of the flight.

# SafeGuard Support

## 1. Notification

In emergencies SafeGuard Support will send urgent messages, which are received by way of SafeGuard Support. The hotline number is manned 24 hours a day, 7 days a week. The phone number at which SafeGuard Support may be reached is +31 (0)10 - 2 893 536. When asking for assistance, the insured person must at all times state the contract number (0005023554).

## 2. Information

In the event of an unexpected and serious problem occurring during the trip, such as the loss or theft of a passport, credit card, money and/or travel documents, SafeGuard Support will provide free advice on how to act and which agencies to contact. If problems arise after the loss or theft of travel documents or valuable papers, the insured party is entitled to assistance from the local emergency centre in the form of an interpreter, intervention by way of embassies, consulates and other agencies. No charge will be made for this assistance.

## 3. Medical information

In an emergency situation SafeGuard Support will assist the Cardholder with names and addresses of physicians, consultants, dentists, medical centres, dispensing chemists, ambulances, etc. On request SafeGuard Support will arrange for a doctor to see you at your bedside. The costs of such a visit are for your account.

## 4. Medical transport

In the event of bodily injury or sudden illness, SafeGuard Support if necessary will arrange:

- a. admission to the nearest hospital;
- b. transport by car, ambulance, plane and the like to a hospital that is better equipped and more appropriate as a result, depending on the nature of the injuries or illness, if necessary followed by repatriation to the Netherlands, as soon as it has appeared from a statement issued by the attending physician and in consultation with the SafeGuard Support doctors, that the situation of the beneficiary allows him/her to travel normally again. Repatriation will take place by scheduled flight or in any other appropriate manner, should the original ticket have ceased to be valid for this purpose.

OR

- c. repatriation of the beneficiary to a hospital near his or her place of residence in the Netherlands, if permitted by his or her medical condition. Transport by private aircraft applies to repatriation from Europe and/or the Mediterranean area only, with the exception of Albania and Libya.

AND, if applicable:

Repatriation of other beneficiaries by scheduled flight (economy class) or by train (first class) to the place of residence in the Netherlands, provided that no use can be made of the original means of transport.

## 5. Advance payments

SafeGuard Support undertakes to provide advance payments to a maximum of €4,600, with a view to covering the first costs in case of:

- a. urgent hospital admission;
- b. unexpected emergency situations in which the credit card cannot be used, due to loss or theft.

Naturally such cases must have been reported to ICS and the local police without delay. The Cardholder or someone acting on his or her behalf will in any case have to sign an admission of debt before he/she is provided this loan. All amounts paid by way of an advance must be repaid upon the return to the Netherlands, but in any case not later than 3 months after SafeGuard Support has paid out these amounts. Advance payments to members of the Cardholder's group are provided at the Cardholder's risk only. In addition SafeGuard Support may at the request of the Cardholder contact the health insurance company in order to arrange for direct payment of the medical expenses, to the extent applicable.

## 6. Unexpected return to the Netherlands

If the original ticket cannot be used due to the beneficiary suddenly having been forced to return to the Netherlands as a result of the serious illness or death of one of the beneficiary's family members, or due to serious damage having been caused to the beneficiary's property, SafeGuard Support will arrange a ticket for the trip home by scheduled flight (economy class) or by train (first class) and will pay the extra costs incurred as a result.

## 7. Repatriation in case of death

In the event of the death of a beneficiary, SafeGuard Support will take all necessary measures for the repatriation of the body. SafeGuard Support will pay the costs of the post-mortem treatment, as well as the costs of the international transport of the body to the cemetery or crematorium in the Netherlands. This cover does not extend to the funeral or cremation costs.

## 8. Legal assistance

Outside the Netherlands SafeGuard Support will take care of the beneficiary's defence by a lawyer and to that end will pay a maximum amount of €1,400 in the event of the beneficiary being sued for civil-law liability, under the laws of the country he or she is in, after having caused damage to third parties or after an involuntary breach of the local laws, with the exception of damage arising from possessing, keeping or using a means of transport. Damage caused to a third party as a result of intent or gross negligence is not eligible for compensation. SafeGuard Support will moreover provide advance payments to a maximum of €5,000 for the purpose of:

- a. settling the required costs of legal proceedings that are due, with the exception of bail bonds, required for civil liability, fines or personal damages payable by the beneficiary;
- b. the release of the beneficiary if he or she should be taken into custody following a traffic accident.

An advance or guarantee of that nature will be regarded as a loan provided to the Cardholder by SafeGuard Support, to be paid back in full as soon as the deposit has been repaid to him/her due to the charges having been dropped, the beneficiary's acquittal, or else within 15 days from the date judgment has been given by the competent court of law. Repayment to SafeGuard Support must in any case have been made not later than 3 months after the advance was paid or the guarantee was furnished. In this case too any advance payments to members of the Cardholder's group shall remain for the risk of the Cardholder.

## 9. Visit from the Netherlands

In the event of the beneficiary having to stay in a hospital abroad for a period longer than 10 days, SafeGuard will provide a free return ticket to either a relative, or to someone designated by the Cardholder. SafeGuard Support will also contribute towards the costs of hotel accommodation to a maximum of €40 a day, on the basis of bed and breakfast, for a maximum of 10 days.

## 10. Search and rescue

In the event of the beneficiary having gone missing or being in an emergency situation, SafeGuard Support will take all the necessary possible and available measures, or will have these taken, for the purpose of tracing or rescuing the beneficiary. The nature of the measures to be taken will be decided on by SafeGuard Support, in consultation with the national authorities. SafeGuard Support emphasizes that no guarantee can be given for such operations to be successful. Costs will be compensated to a maximum of €5,000.

## Exclusions

1. SafeGuard Support is valid for each trip of a maximum of 60 consecutive days.
2. The Cardholder is not entitled to the reimbursement of expenses incurred by him or her without the prior approval of SafeGuard Support having been obtained.
3. In addition no cover is provided for damage that
  - a. is the consequence of strikes, war, invasion, armed conflicts, hostilities (regardless as to whether or not war has been declared), civil war, insurrection, rebellion, terrorist actions, military actions or acts of unlawful interference, acts of violence, riots, civil unrest and natural disasters;

- b. is the consequence of self-inflicted wounds or of the beneficiary having taken part in criminal acts or wilful violation;
- c. arises from the beneficiary having taken part in bets, horse-racing, speed cycling as well as any form of demonstrations;
- d. is the consequence of the beneficiary having taken part in a fight, other than in self-defence;
- e. has been caused by taking part in sports professionally or taking part in training sessions for official matches, or competition matches, or sports demonstrations;
- f. either directly or indirectly is caused by, has contributed to, or has arisen from ionising radiation or radio-active contamination of irradiated nuclear fuel or nuclear waste resulting from the incineration of nuclear fuel, or by radio-active, poisonous, explosive or otherwise hazardous substances or parts thereof;
- g. is the consequence of an existing, recurring, chronic or permanent disease or health problem of which the beneficiary is aware and/or for which he was receiving treatment. Recovery is regarded as an integral part of the disease;
- h. is the consequence of pregnancy within 3 months prior to the due date;
- i. is the consequence of mental illness or insanity;
- j. was sustained while the beneficiary was under the influence of, or was either wholly or partly experiencing the effects of, intoxicating liquor or drugs, with the exception of medicines prescribed by a qualified physician;
- k. is the consequence of death from suicide or the wounds inflicted in the attempted suicide;
- l. is the consequence of the beneficiary having taken part in flying or aviation, other than as a paying passenger of a properly registered aircraft that is operated as part of its business by a company for commercial purposes.

### Obligations of the Cardholder

#### A) General terms and conditions

In an emergency the Cardholder must phone SafeGuard Support, which may be reached 24 hours a day at the following telephone number: +31 (0)10 - 2 893 536. This number can also be called collect. Before the Cardholder takes any personal action, he/she is requested to contact this number. He/she should provide:

- a. his/her name and the Card number of his/her credit card and, if applicable, the name of the beneficiary for whom assistance is requested;
- b. the place and telephone number where he/she may be reached;
- c. a brief summary of the problem and the assistance that is required;
- d. the contract number: 0005023554.

#### B) Transport on medical grounds

If the Cardholder requires transport on medical grounds, or the return to the Netherlands on medical grounds, the following conditions apply:

- 1. In order to enable SafeGuard Support to take action as quickly as possible, the Cardholder or the person acting on his behalf should state the following information:
  - a. the name, address and telephone number of the hospital where the beneficiary has been admitted;
  - b. the name, address and telephone number of the attending physician and, if necessary, the beneficiary's own general practitioner.
- 2. The medical team or the representative of SafeGuard Support shall have free access to the beneficiary in order to assess his state of health. If this condition is not satisfied, except on grounds that are justified in the opinion of SafeGuard Support, the Cardholder and other beneficiaries will no longer be entitled to any medical assistance.
- 3. The medical team of SafeGuard Support in consultation with the attending physician will determine the date and manner of transport.
- 4. If SafeGuard Support pays for the Cardholder's transport, the latter will be asked to provide the unused part of his original ticket or the equivalent value thereof to SafeGuard Support.
- 5. In the event of illness or physical injury requiring hospital admission, the Cardholder or someone acting on his behalf, must inform SafeGuard Support of this within 3 days, failing which SafeGuard Support reserves the right to charge for any additional expenses that would not have been necessary, if the Cardholder had observed the aforementioned 3-day limit.

**General terms and conditions**

## a. Limitation of damage

As soon as an event of damage arises, the Cardholder must make every effort to limit the consequences of this.

## b. Recovery.

The Cardholder shall provide SafeGuard Support with all the documentation and perform all the formalities that are required in order to enable SafeGuard Support to recover funds from companies or relevant authorities concerned, if applicable.

**Applicable law**

The English translation has no legal force and is provided to the customer for convenience only. The conditions in the Dutch language shall be binding and prevail in all respects. The law of The Netherlands shall apply.

Wisselwerking 58  
PO Box 46  
1110 AA Diemen  
Chamber of Commerce Amsterdam No 33.200.596

