

**I. TERMINOLOGY - APPLICABLE LEGAL FRAMEWORK**

**Art. 1 Terminology**

The following terms are used in the general conditions below:

- the Credit Card = an ING Business Mastercard;
- the Account = the ING account to which the Credit Card is linked;
- ING = the Credit Card issuer and lender, i.e. ING Belgium SA/ nv, Bank, Avenue Marnix 24, 1000 Brussels – Brussels RPM/ RPR – VAT 0403.200.393, Credit Card issuer;
- the Company = equensWorldline SA/ nv, Chaussée de Haecht 1442, B-1130 Brussels, company managing ING Business Mastercard Transactions; on behalf of ING, the Company also processes claims resulting from fraudulent use of the Credit Card based on rules and procedures established by the Company;
- the Credit Card Holder = the natural person in whose name and for the use of whom the Credit Card is issued by ING;
- "Mastercard Europe": refers to Mastercard Europe SPRL, chaussée de Tervueren 198A, 1410 Waterloo which manages the network of cash dispensers and terminals which make up the Mastercard network.
- The "Payment Order": any instruction requesting the execution of a payment transaction.
- The "Payment Transaction": the action consisting in depositing, transferring or withdrawing funds irrespective of any obligations between the parties involved in the transaction underlying the Payment Transaction.
- "Durable Medium": any instrument allowing the Credit Card Holder to store information which is sent to him/ her personally to enable them to refer to it subsequently for a period of time in keeping with the purposes for which the information is intended and which allows identical reproduction of the information stored.
- "Authentication" : a procedure which allows the Bank to verify the identity of the Credit Card Holder, or the validity of the use of a specific payment instrument, including the use of the Credit Card Holder's Personalized security credentials.
- "Strong Customer Authentication" : an authentication based on the use of two or more elements categorized as knowledge (something only the user knows, such a PIN), possession (something only the user possesses, such as a bank Credit Card) and inherence (something the user is, such a fingerprint) that are independent, in that the breach of one does not compromise the reliability of the others, and is designed in such a way as to protect the confidentiality of the authentication data.
- "Personalized security credentials" : personalized

features provided by the Bank to the Credit Card Holder for the purposes of authentication.

**Art. 2 – Applicable legal framework**

**Art. 2.1** -Except insofar as these General Conditions expressly derogate therefrom, the provisions of the General Regulations of ING and the Special Regulations for Payment Transactions apply to the ING Business Mastercard.

**Art. 2.2** At any time in the contractual relationship, the Credit Card Holder is entitled to obtain the contractual terms applicable to the services linked to the Credit Cards in paper form or on another Durable Medium. Furthermore they are available on the website [www.ing.be](http://www.ing.be).

**II. PROVISIONS SPECIFIC TO THE CREDIT CARD**

**Art. 3 - Allocation and provision of Credit Card and PIN**

**Art. 3.1** - Credit Card applications are made by the Credit Card Holder.

Credit Card applications and management of the related services (including, but not limited to: changing the limit, replacing the Credit Card, managing the PIN code, cancelling the Credit Card, etc.) are offered by ING via a branch, via the ING Banking services or via a telephone call to the Customer Services Department

ING reserves the right to refuse to grant the Credit Card without having to explain its decision.

The signing of the application to grant the Credit Card and services which can be linked to it implies acceptance of these Regulations, the General Regulations of the Bank as well as the Special Regulations for Payment Transactions.

**Art. 3.2** - The Credit Card is posted to the Credit Card Holder or held for collection from an ING branch.

The existence of special instructions about the keeping and/ or sending of mail does not prevent the posting of the Credit Card and/ or any means which allows its use.

When the Credit Card is sent by post, the holder has 30 days from the date on which the notice stating that the Credit Card is to be sent by post appears on their account statements to indicate that it has not been received, by contacting ING Client Services.

When a Credit Card is made available at an ING branch,

the Credit Card Holder can, either at the time of the Credit Card application, or when ING notifies the availability of the Credit Card at the branch, request that the Credit Card be sent to the address he/ she shall have indicated, either in Belgium or abroad. However, ING reserves the right to refuse to post the Credit Card and to only provide it at its branches. ING can only respond to a request to dispatch a Credit Card from the Credit Card Holder if it is accompanied by the appropriate form, duly completed and signed by the Credit Card Holder. ING shall send the Credit Card by registered delivery with acknowledgement of receipt at the Credit Card Holder's request. The costs of dispatching the Credit Card are borne by its Holder.

ING bears the risks linked to the dispatch of the Credit Card and/ or any means (PIN code, ...) which allow its use.

Once the Credit Card and/or the means which allow its use have been received by the Credit Card Holder, the Credit Card Holder is liable for all commitments and receivables resulting from its granting and use, in accordance with the provisions of these General Conditions, in particular Article 9.1.

The proof of the dispatch and of the receipt of the Credit Card and/or of the means which allow its use falls on ING. The Credit Card holder has the right to proof the contrary through any legal channel.

**Art. 3.3** After receiving the Credit Card, the Credit Cardholder:

- either receives a sealed envelope at their home address, which inside contains the printed PIN. The Credit Card will then be activated from the first use of the PIN in accordance with the procedure laid out by ING in the sealed envelope;
- or uses the Credit Card with the old PIN. The Credit Card will then be activated from the first use of the PIN in accordance with the procedure laid out by ING in the letter accompanying the Credit Card;
- or creates their own PIN in branch as soon as the Credit Card is delivered. The Credit Card is then activated immediately.

When the Credit Card holder changes his/her PIN, he/she takes care to abide by the Cautionary Advice annexed to these General Conditions.

The ING Credit Card Reader may be requested by the Credit Cardholder via his or her branch. Once a transaction has been signed electronically by the Credit Cardholder via the ING Credit Card Reader and

his or her Credit Card, the procedure which permits the Credit Cardholder to protect online transactions with the aid of a password shall no longer be available for the Credit Cardholder in question.

#### **Art. 4 - Credit Card Functions**

**Art. 4.1** – The Credit Card enables the Holder to pay for products or services offered by companies affiliated to the MasterCard network, both in Belgium and abroad, upon presentation of the Credit Card and authentication using the method proposed by the retailer (e.g. PIN or signature of a slip) .

**Art. 4.2** - By presenting the Credit Card and signing a voucher the Credit Card Holder may withdraw cash from certain bank branches both in Belgium and abroad (see also Art. 7.2).

**Art. 4.3** - By using the Credit Card and PIN, the Holder may also withdraw money from ATMs and pay for purchases in stores equipped with an electronic payment terminal, both in Belgium and abroad (see also Art. 7.2).

**Art. 4.4** - The Credit Card Holder may purchase goods or services by remote communication means such as by telephone, post, fax, the internet, etc.

**Art. 4.5** - The Credit Card enables its holder to provide a guarantee in the context of certain services where the payment of a deposit is customary (hotel booking, car rental ,for example); the retailer may, in this case, ask to provisionally reserve in its favor a certain sum equivalent to the value of the guarantee. This sum is charged to the monthly limit on Credit Card expenditure.

#### **Art 4.6 -Contactless payments.**

If your credit Card has this functionality, "contactless" payments can be executed on compatible terminals. For payments smaller than 50 EUR, the transaction can be done without PIN code (with a maximum cumulative amount of EUR 100 for consecutive transactions without PIN code).

#### **Art. 5 - Utilisation conditions and limits**

**Art. 5.1** – The Holder is informed of the utilisation limits upon applying for the Credit Card. The Credit Card Holder undertakes to only use the Credit Card for professional purposes in accordance with the conditions in force at the time of use and within the utilization limits granted and communicated to him/

her. Consequently, in particular, the Credit Card Holder must ensure the available utilisation limit is not exceeded.

The Credit Card is personal and non-transferable. As a safety precaution, it must be signed with indelible ink upon receipt by the Credit Card Holder.

**Art. 5.2** - Within the minimum and maximum amounts set by ING and notified to the Holder, the applicable ceilings can at the request of the Holder and in agreement with his/ her own branch be changed to suit his/ her own needs, either via the branch, via ING Banking services or via a telephone call to the Customer Services Department.

Furthermore, the Credit Card Holder can, within the limit of the abovementioned minimum and maximum amounts, apply to change the applicable ceilings in the following cases:

- 1° following the theft, loss, misappropriation or any unauthorised use of the Credit Card and/or the means for its use;
- 2° in the case of charging up to the account statements of any transaction carried out without his/ her agreement.

Within the minimum and maximum amount limits set by ING and notified to the Credit Card Holder, the applicable ceilings can also, at the Credit Card Holder's request, and with the branch's agreement, be adapted twice a year.

**Art. 6 - Consent form – Proof of electronic transactions – Irrevocability of orders**

**Art. 6.1** - Depending on the service type used and without prejudice to the assumption envisaged in Article 6.3, consent to the execution of Transactions carried out by means of the Credit Card is given either by electronic signature or by signing the sales voucher presented by the retailer.

**Art.6.1.2** - The electronic signature can be provided via the Pin code or via itsme.

**Art. 6.2** - Entry of the four-digit PIN in an appropriate terminal (with this including an ING Credit Card Reader), plus the validation required by such terminal, is considered equivalent to the electronic signature of the Credit Card Holder.

The Credit Card Holder acknowledges that the file resulting from the use of his/ her signature means constitutes his/ her electronic signature provided it

was validated by the IT systems of the Company and/ or ING and recognised by the latter as having been made by the Credit Card Holder and that the signature means provided by ING are valid and have not been revoked or expired.

For all transactions, the Credit Card Holder accepts that the electronic signature – validated by the IT systems of the Company and/ or ING and recognised as originating from the Credit Card Holder – meets the conditions for identifying the Credit Card Holder and content integrity relating to a signature within the meaning of Article 1322, paragraph 2, of the Civil Code and that a transaction bearing such an electronic signature has the same probative value as a written transaction signed by hand by the Credit Card Holder and binds the Credit Card Holder as such.

The Credit Card Holder accepts that, provided the electronic signature is validated by the computer systems of the Company and/ or ING and recognised as originating from the Credit Card Holder, all transactions bearing the Credit Card Holder's electronic signature and received by ING through the channel of electronic services constitute valid and sufficient proof of his/ her consent to the existence and contents of the relevant transaction, as well as consistency between the contents of the transaction as transmitted by the Credit Card Holder and the contents of the transaction as received by the Company and/ or ING.

**Art. 6.3.** The Credit Card Holder accepts that the communication to the retailer of the Credit Card number and expiry date, plus where appropriate the Credit Card Verification Value (CVV) and Mastercard Secure Code password (see Article 3.3) constitutes a Payment Order given by the Credit Card Holder to the retailer. In the event of dispute, the Company may prove the authenticity of the Order by any legal means, without prejudice to Article 6.4 and to Article 9 in the event of third-party fraud upon the loss, theft, misappropriation or unauthorised use of the Credit Card and/ or the means allowing its use.

**Art. 6.4.** The above provisions do not prejudice the right of the Credit Card Holder to provide proof to the contrary by any legal means, nor the other provisions of these General Conditions, in particular Article 9.2, 10° (regarding the burden of proof in the event a Payment Transaction is disputed).

**Art. 6.5.** The Credit Card Holder may not revoke a payment order after the Company and/ or ING has

(have) received it or, in the case of a payment transaction initiated by or through the payee (e.g. the retailer), after the payment order has been transmitted or consent to the execution of the transaction has been given to the payee, in accordance with the provisions of Articles 6.1 to 6.3.

### **Art. 7 - Service Charges**

**Art. 7.1** – The Credit Card is issued subject to an annual fee covering the use of the Credit Card as means of payment. The Credit Card Holder is informed of the amount of this fee, as well as the charges for using the services to which the Credit Card gives access, on paper or a Durable Medium upon applying for the Credit Card. The charges are specified in the leaflet "Charges applied to the main banking operations of private individuals" available free of charge from any ING branch.

The fee is debited from the account after the Credit Card has been issued. This amount is then invoiced every year.

**Art. 7.2** - Foreign-currency Transactions are translated into the expenditure statement currency at a rate set by ING. This rate is based on the officially published exchange rate of the European Central Bank on the day the Company receives these Transactions. For any Transaction performed abroad in a non-EMU currency, the exchange rate shall be increased by an exchange rate margin of which ING shall inform Credit Card Holder. See the "Charges applied to the main banking operations of private individuals" available free of charge from any ING branch.

For any cash withdrawal, apart from the amount withdrawn, the expenditure statement shall include a commission calculated on this amount, of which ING shall inform the Credit Card Holder (see the "Charges applied to the main banking operations of private individuals" available free of charge from any ING branch and the brochure ING Mastercard – Holder's Guide, provided with the Credit Card).

**Art. 7.3** – The applicable fees and charges can be amended by the Bank according to the terms indicated in Article 11.

### **Art. 8 – Provision and payment of statements of expenditure**

**Art. 8.1.** Each month a Mastercard expenditure statement is sent to the Credit Card Holder. This statement lists the Transactions the Credit Card Holder

has carried out with his/ her Credit Card and recorded by the Company since the previous statement was compiled, plus entries booked over the ING Business Mastercard Account over the same period and the total amount due.

The Transaction information involves:

- elements which allow the Credit Card Holder to identify each Payment Transaction made by means of the Credit Card and, where appropriate, information on the payee of the Transaction;
- the amount of the Payment Transaction expressed in the currency in which the current account to which the Credit Card is linked is denominated or in the currency used in the Payment Order;
- the amount of the total costs applied to the Payment Transaction and, where appropriate, their breakdown;
- where appropriate, the exchange rate applied to the Payment Transaction and the amount of the Payment Transaction after such currency conversion;

**Art. 8.2** - The expenditure statements are paid according to the method agreed between ING and the Credit Card Holder upon applying for the Credit Card. If the Credit Card Holder wishes to choose another method, he/ she should apply to their branch.

### **Art. 9 - Respective obligations and liabilities of the Credit Card Holder and Bank**

#### **Art. 9.1 - Credit Card Holder obligations**

**Art. 9.1.1** - With the signature he/ she affixes to the Credit Card application and the Credit Card, and without prejudice to the provisions of this Article 9 and mandatory legal provisions, the Credit Card Holder accepts in his/ her own name all the commitments and obligations

resulting from the granting and use of the Credit Card, with or without the PIN.

He/ she recognises that (all) Account Holder(s) and him/ herself shall be bound jointly and indivisibly for these commitments and obligations towards ING and the Company.

The heirs and assigns of the Credit Card Holder shall be bound jointly and indivisibly for all commitments and obligations resulting from the use of the Credit Card.

The Credit Card Holder is liable for the communication of information about the Credit Card, when such a communication is not for the purpose of immediately



purchasing goods and services, such as reservations, guarantees, rentals, emergency check out, etc. However, this provision applies without prejudice of Article 9.1.2, 10°, second paragraph and 12° (no liability for the Credit Card Holder in the cases referred to by this provisions, except for fraud of the Credit Card Holder) .

**Art. 9.1.2** - The Credit Card Holder has the following obligations:

1° The Holder undertakes to comply with the Cautionary Advice which is annexed to these General Conditions and which is an integral part hereof.

2° The Credit Card may only be used by the Holder for professional purposes in accordance with the conditions in force at the time of use and within the utilisation limits granted and communicated to him/ her;

3° To prevent the fraudulent use of electronic payment systems, the Credit Card Holder undertakes to take reasonable measures to protect the confidentiality of his/her Personalized security credentials - in particular PIN code - and to not pass them on to any third party, without prejudice to the right of the Credit Card Holder to use the services of a payment initiation service provider or of an account information service provider ; he/ she must not note them down in a form that is easily recognisable, in particular on the Credit Card itself or on an item or document the Holder keeps with said Credit Card or on him/ herself at the same time as the Credit Card. Non-compliance with this rule is considered as gross negligence by ING and the Company, without prejudice to jurisdictional assessment of courts.

4° With a view to preventing misuse by a third party, the Credit Card Holder undertakes to keep the Credit Card safe and, for instance, not to leave it in a car or a public place, except, in the latter case, if it is in a locked cupboard or drawer. A public place means any place to which many people have access, without necessarily being a place open to the public;

5° The Credit Card Holder undertakes to sign the back of the Credit Card in indelible ink on the space for that purpose upon its receipt and, where appropriate, to destroy the old Credit Card it replaces.

6° When aware of the loss, theft, misappropriation or any unauthorised use of the Credit Card and/ or the means allowing its use (such as the PIN or Mastercard Secure Code password), the Credit Card Holder

undertakes to notify

- **either Card Stop directly** by telephone (7 days a week, 24 hours a day on 078/170 170 or +32 78 170 170 when calling from abroad)

- **or the Bank** via the ING Banking services (Self-service corner) or via a call to the Customer Services Department (02/464 60 04).

**The telephone call to Card Stop or the Customer Services Department shall be recorded by an automated system. Any data thus recorded has the value of proof in the event of a dispute and is stored in accordance with article 14 (protection of privacy), without prejudice to articles VI.83 and VII.2, Section 4 of the Code of Economic Law.**

Within the meaning of these General Conditions, "loss" or "theft" means any involuntary dispossession of the Credit Card. "Misappropriation" or "any unauthorised use" means any unlawful or unauthorised use of the Credit Card and/ or the means which allow its use, even when the Credit Card is still in the Credit Card Holder's possession; The Credit Card Holder undertakes to block his or her Credit Card immediately if it remains blocked in the ATM by the means indicated previously (either a telephone call to Card Stop, or via ING Banking services (Self-service area) or via a telephone call to the Customer Services Department).

7° The Holder must declare the loss or theft of the Credit Card and/ or the disclosure of means allowing its use to the official local authorities, if possible within 24 hours and provide the Company with the proof and references of the statement if so requested. The Credit Card Holder also undertakes to communicate to the Company any information required for the investigation. However, the failure to comply with the obligations of this Article 9.1.2, 7° is not considered, as such, as a gross negligence.

8° The Credit Card Holder undertakes not to revoke a Payment Order after the Bank has received it or, in the case of a Payment Transaction initiated by or through the payee (such as the retailer), after having transmitted the payment order or consented to the execution of the transaction to the payee, in accordance with Article 6.

9° The Credit Card Holder undertakes to read the expenditure statements sent to him/ her. He/ she may not initiate proceedings against the Company or ING for not having monitored his/ her expenses except if gross negligence or deliberate intent on the part of ING

is demonstrated.

The Holder must notify the Bank of any unauthorised transaction recorded on his/ her account statements, as well as any error or irregularity on the said statement(s). Such notification must be confirmed in writing.

Once the information relating to the disputed transaction has been made available to him/ her according to the agreed conditions, the notification must be made without delay and, whatever the case, by the latest within three months following the date of the transaction. After such three-month deadline the Payment Transaction shall become definite and may no longer be disputed.

10° The Credit Card Holder shall bear, to the extent of a maximum of 50 Euros, the losses relating to any unauthorised Payment Transaction after the use of the lost, stolen or misappropriated Credit Card carried out either before the day when notification referred to in Article 9.1.2, 6°, first paragraph is submitted (in the case of manually recorded Transactions), or before the very time of telephoning (in the case of electronic Transactions), without prejudice to the competence of courts and tribunal to decide in final instance. However, the Credit Card Holder does not bear any loss - and the limit of 50 EUR is therefore not applicable - if:

- the loss, theft or misappropriation of the Credit Card could not have been detected by the Credit Card Holder before payment (referring in particular to cases of forgery of the Credit Card, copying, hacking, skimming, etc. of the Credit Card data), unless the Credit Card Holder has acted fraudulently;

- the loss is due to the acts or lack of action of an employee or agent of the Bank or of the Company;

11° He/ she shall bear all losses caused by unauthorised Payment Transactions until the notification referred to in Article 9.1.2, 6°, first paragraph has been given, if such losses stem from the fact the Credit Card Holder has, intentionally or following gross negligence, not met one or several obligations incumbent upon him/ her pursuant to the provisions of this article. In that case, the ceiling of 50 euros mentioned in the above point 10° does not apply.

In particular gross negligence is considered to be non-observance of the provisions stipulated in Articles 9.1.2, 3° (keeping the PIN and Mastercard Secure Code secret) and 9.1.2, 6°, first paragraph (immediately

notifying the Bank or Card Stop of the loss, theft, misappropriation or any unauthorised use of the Credit Card and/ or the means allowing its use).

Furthermore the Bank wishes to draw the Credit Card Holder's attention to the fact that other actions or behaviour, whether or not they result from non-observance by the Credit Card Holder of his/ her obligations under these General Conditions, could be qualified as gross negligence, according to all the circumstances under which they occurred or happened, as decided by the courts and tribunals in the final instance.

12° Notwithstanding the provisions of the above points 10° and 11°, and notwithstanding Article 9.1.1, 4<sup>th</sup> paragraph, the Credit Card Holder shall not bear any loss for Payment Transactions that do not require the use of Strong customer authentication, in particular the use of a PIN.

However, this exception does not apply if it is established that the Credit Card Holder acted fraudulently .

13° If the Credit Card Holder has acted fraudulently he/ she shall bear all losses resulting from unauthorised Payment Transactions performed both before and after the notification referred to in Article 9.1.2, 6°, first paragraph (notwithstanding the obligation for the Bank to take all steps needed to prevent use of the Credit Card).

#### **Art. 9.2 - Obligations of the Bank**

1° The Bank shall ensure the availability, at all times, of the appropriate means to enable the Credit Card Holder to give the notification mentioned in Article 9.1.2, 6°, first paragraph and, where applicable, to request the unblocking of the Credit Card if this is still technically possible.

The cost of replacing the Credit Card is mentioned in the "Charges applied to the main banking operations of private individuals";

2° The Bank shall take all necessary measures to prevent any use of the Credit Card as soon as it (or Card Stop) is notified of the loss, theft, misappropriation or any unauthorised use of the Credit Card and/ or the means which allow its use.

3° It shall provide, upon request, the Credit Card Holder, within eighteen months from the notification mentioned in Article 9.1.2, 6°, first paragraph, proof

that the Credit Card Holder duly gave such notification;

4° It shall ensure that the Personalised security credentials linked to the Credit Card are not accessible to third parties who are not authorised to use it, without prejudice to the obligations of the Credit Card Holder mentioned in Article 9.1.2;

5° except in the case of fraud, gross negligence or intentional breach on the part of the Credit Card Holder of one or more obligations incumbent upon him/ her pursuant to Articles 9.1.2, it shall cover, above the amount of 50 euros to be borne by the Credit Card Holder, the losses linked to unauthorised Transactions carried out before the notification mentioned in Article 9.1.2, 6°, first paragraph;

6° it shall cover the losses sustained by the Credit Card Holder when:

- the loss, theft or misappropriation of the Credit Card could not be detected by the Credit Card Holder before payment, unless the Credit Card Holder acted fraudulently;

- the losses are due to the acts or lack of action of an employee or agent of the Bank or of the Company;

7° except in the case of fraud by the Credit Card Holder, it shall cover the losses linked to unauthorised Payment Transactions carried out after the notification mentioned in Article 9.1.2, 6°, first paragraph;

8° except in the case of fraud by the Credit Card Holder, to bear the consequences stemming from the use of the Credit Card by an unauthorised third party in the event of non-observance of one of the obligations stipulated in points 1°, 3° and 4° of this Article 9.2;

9° unless it is established that the Credit Card Holder acted fraudulently, it shall bear the losses resulting from an unauthorised transactions if this transaction did not require the use of Strong customer authentication, in particular the use of a PIN .

10° when, in accordance with the provisions of Article 9.1.2, 9°, the Credit Card Holder disputes that a Payment Transaction was authorised or alleges that a Payment Transaction was not correctly executed, the Bank or the Company acting on behalf of the Bank undertakes to show, through any legal channel (internal recordings or any other relevant element according to the circumstances) that the Transaction was authenticated, duly recorded and booked and that

it was not affected by a technical or other deficiency. Transactions carried out by means of the Credit Card are automatically recorded in a log or electronic medium. The Bank and the Credit Card Holder recognise the probative force of the log in which the data relating to all Transactions at cash dispensers or terminals, and/ or the electronic medium which may replace or supplement it.

For each transaction at a cash dispenser or payment terminal for which a printed document with the details of the Transaction can be delivered, such document has value of proof.

The above provisions do not prejudice the right of the Credit Card Holder to provide proof to the contrary through any legal channel, or the mandatory or public order legal provisions which may lay down special rules with regard to proof of electronic transactions carried out by means of the Credit Card.

11° in the event of a Payment Transaction not executed, incorrectly executed or unauthorised carried out by means of the Credit Card: the Bank shall only be held liable in the case of serious misconduct or deliberate error on the part of its departments.

In this case, the liability of the Bank is in all circumstances limited to the amount of the direct damages established by the Holder, to the exclusion of any indirect damage, in particular but without limitation, loss of earnings, opportunity, customers and harm to reputation.

Furthermore, the Credit Card Holder shall only obtain rectification of a Transaction not executed or poorly executed if he/ she notified their complaint in due time, in accordance with the provisions of Article 9.1.2, 9°.

12° In the case of an unauthorised Payment Transaction, the Bank shall refund the Credit Card Holder without delay with the amount of the unauthorised Payment Transaction, by restoring the account debited to the state it would have been in if the unauthorised Payment Transaction had not occurred. The value date of the crediting corresponds to the value date of the debiting of the disputed transaction. This provision does not prejudice the obligations and liabilities of the Credit Card Holder as stipulated in Article 9.1.2.

Similarly, in those cases referred to in paragraph 6 (loss,

theft or misappropriation of Credit Card not detectable by the Credit Card Holder before payment) and 9 (use of Credit Card without Strong customer authentication, in particular without a PIN) and unless the Credit Card Holder acted fraudulently, it reimburses the Credit Card Holder, without delay, the sum necessary to return the debited account to the position it was in before use of the lost, stolen or counterfeit Credit Card within the meaning of Article 9.1.2, 10°, second paragraph and 9.2, 6° of these General Conditions, or used without Strong customer authentication of the Credit Card Holder (in particular without a PIN), under the correct value date. Notwithstanding the above provisions, the Bank is not liable in the event of force majeure or where the Bank is bound by other legal obligations stipulated by domestic or European Union legislations.

13° The Bank shall not send the Client a Credit Card without being requested first, except in the case of renewal or replacement of an existing Credit Card.

14° it shall keep an internal register of Payment Transactions for a period of at least ten years from the execution of the transactions, without prejudice to other legal provisions with regard to the provision of supporting documents;

15° whatever the case it accepts liability for any serious or deliberate error on the part of its departments.

**Art. 10 – The Bank’s right to block or withdraw the Credit Card – Credit Card restitution – Credit Card renewal**

**Art. 10.1** - The Bank reserves the right to block the use of the Credit Card or to withdraw it for objectively motivated reasons relating to the security of the Credit Card or if there is the presumption of unauthorised or fraudulent use of the Credit Card and/ or the means allowing its use or a significantly increased risk that the Holder may be unable to discharge his/ her payment obligations.

**Art. 10.2** - When the Bank exercises its right to block the use of the Credit Card or to withdraw it, it shall inform the Credit Card Holder by letter, through an expenditure statement or any other way it deems appropriate according to the circumstances and, if possible before the Credit Card is blocked, otherwise immediately afterward, unless the provision of such information is contradicted by objectively motivated security reasons or if it is prohibited pursuant to the applicable legislation.

**Art. 10.3** - When the reasons justifying the blocking of the Credit Card no longer exist, the Bank shall unblock or replace it.

**Art. 10.4** - The Credit Card Holder undertakes to return the Credit Card to the Bank if it is blocked or the account to which the Credit Card is linked is closed, or at any other motivated request of the Bank.

**Art. 10.5** - The Credit Card is valid until the last day of the month and year indicated on it. Unless the Credit Card Holder notifies the Bank otherwise three months before the expiry date indicated, or in the event the Bank notifies its refusal in accordance with Article 12.3, a new Credit Card shall be delivered to the Credit Card Holder before the end of the previous Credit Card’s validity, and made available to him/ her according to the terms mentioned in Article 3.2.

For security reasons, the Credit Card Holder undertakes to sign the new Credit Card in indelible ink upon receipt of the new Credit Card and to destroy the old one.

**Art. 11 - Amendment of the General Conditions and Charges**

**Art. 11.1.**- Any amendment of these terms and conditions shall be agreed between the Bank, on the one hand, and the Credit Card Holder, on the other hand.

For that purpose, the Bank shall inform the Credit Card Holder of the proposed amendments, by letter or on any Durable Medium, at least two months before the said amendments come into force.

If the Credit Card Holder does not agree with the proposed amendments, he/ she has a period of two month from the communication of the amendments to terminate the use of the Credit Card, free of charge and with immediate effect .

If the Credit Card Holder does not exercise the right to terminate the use of the Credit Card within the two months following the above communication, he/ she shall be deemed to have tacitly accepted the proposed amendments which consequently shall be binding on the Credit Card Holder.

**Art. 11.2.** Notwithstanding Article 11.1, changes to exchange rates based on the reference exchange rate agreed between the parties (see the “Charges applied to the main banking operations of private individuals”



leaflet) can apply immediately and without prior notice.

**Art. 12 - Duration and termination of the contract**

**Art. 12.1.** The contract relating to the delivery and use of the Credit Card is concluded for an indefinite period.

**Art. 12.2.** The Credit Card Holder can terminate the contract relating to the delivery and use of the Credit Card free of charge and without any justification, and with immediate effect. Termination must be submitted to the Credit Card Holder's branch.

**Art. 12.3.** The Bank can terminate the contract without any justification, subject to two months notice, to be sent by letter or on any other Durable Medium. This provision does not prejudice any legal provisions of a public order requiring the Bank to terminate the contract and/ or to take special measures in exceptional circumstances, nor does it prejudice Articles 10.1 (right to block the use of the Credit Card or to withdraw it for objectively motivated reasons) and 10.4 (restitution of the Credit Card or closing of the account to which it is linked).

**Art. 12.4.** In the event of termination, the Credit Card must be cut in two (the microchip must also be cut in two) or returned to the Bank. If the Credit Card Holder fails to immediately destroy the Credit Card or return it to the Bank, the Credit Card Holder is responsible for any subsequent payment transactions carried out with the Credit Card. He/ she undertakes to cancel any direct debits to pay suppliers by means of his/ her Credit Card.

**Art. 13 - Privacy protection**

The personal data which are communicated or made available to ING are processed by ING in compliance with the European Regulation of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (hereinafter the "European Regulation") and the Belgian law on privacy protection and its implementing orders.

**13.1. - Data Processing by ING**

Apart from other data processed (originating where applicable from external sources, public or not) by ING, mentioned in Article 6 (Privacy Protection) of ING's General Regulations on Transactions, the data of the Credit Cardholder and relating to the Credit Card which are communicated:

- at the time of the application for or receipt of the Credit Card;

- at the time of any use of the Credit Card;
- at the time of any reporting of loss or theft of the Credit Card and/or of the PIN;
- at the time of any change to the terms of use of the Credit Card and/or of the PIN;
- or at the time of withdrawal or return of the Credit Card

are processed by ING for the purposes of central customer management, management of accounts and payments, granting and management of credit facilities (where applicable), brokerage, (incl. insurance and leasing), marketing (incl. research and statistics) of bank, financial and insurance services and a customer overview, control of transactions and prevention of irregularities.

They are also processed by ING for the other processing purposes (where applicable, secondary purposes) mentioned in Article 6 (Privacy Protection) of ING's General Regulations on Transactions.

**13.2. Communication of data by ING**

These data are not intended to be communicated to third parties other than:

- the persons designated by the Credit Cardholder;
- ING's independent agents, acting for and on its behalf;
- the companies whose involvement is necessary, for carrying out ING's purposes mentioned in Article 14.1, in particular:

- for management of payment transactions and Credit Cards, in particular: the company equensWorldline SA (Belgium), Swift SCRL (in Belgium), Mastercard Europe SPRL (Belgium), along with the payment compensation and settlement bodies (Centre d'Echange et de Compensation ASBL ("CEC"), Systèmes technologiques d'échange et de traitement SA ("STET"));
- for personalisation of the ING Credit Card: Gemalto (France/Netherlands);
- for authorisation of transactions and the supply of information on Credit Card statements: SIA (Italy);
- for the archiving of your data in "paper" or electronic format: OASIS Group (in Belgium);
- for IT/electronic management (including security): ICT suppliers such as Unisys Belgium SA (based in Belgium), IBM Belgium SPRL (based in Belgium), Adobe (based in Ireland), Contraste Europe VBR (based in Belgium), Salesforce Inc. (based in the USA), Ricoh Nederland BV (based in the Netherlands), Fujitsu BV (based in the Netherlands), Tata Consultancy Services Belgium SA (based in Belgium and India), HCL Belgium SA (based in Belgium), Cognizant Technology Solutions Belgium SA (based

in Belgium), Getronics BV (based in the Netherlands), ING Tech Poland (based in Poland);

- for marketing activities: Selligent SA, Bisnode Belgium SA and Social Seeder SPRL (all based in Belgium) and also, where applicable external call centers (in particular, in connection with inquiries);

- INTER PARTNER ASSISTANCE SA C/O AXA Partners Bd du Régent 7, 1000 Brussels – Belgium, in the context of conclusion by ING of the insurance contract in favour of the latter's beneficiaries and management of this contract,  
- ING Group companies based or not in the European Union,  
- associated insurance companies, or  
- relevant authorities  
and this, where applicable, in accordance with the following provisions.

These data may thus be communicated to the other ING Group companies based or not in a Member State of the European Union and carrying on banking, insurance or financial activities (list on request) for the purposes of central customer management, marketing of banking and insurance services (excluding the sending of advertising via e-mail, except where the person concerned has given his/her consent), ensuring a customer overview, on the provision of their services (where applicable) and on checking that transactions are within the rules (including the prevention of irregularities).

Furthermore, the data collected by ING as insurance intermediary are also communicated to the insurance companies concerned which are external to the ING Group and which are based in a Member State of the European Union (in particular, NN Non-Life Insurance nv, NN Insurance Belgium SA, AON Belgium SPRL, Inter Partner Assurance SA, AXA Belgium SA, CREDIT CARDIF(F), etc.) and any representatives thereof in Belgium (in particular, NN Insurance Services Belgium SA for NN Non-Life Insurance nv), provided they are necessary for the purposes of assessment of the insured risk and, where applicable, conclusion and management of the insurance contract, marketing of their insurance services (to the exclusion of sending advertising by e-mail), central customer management and control of the regularity of Transactions (including the prevention of irregularities). Similarly, they may also be communicated to insurance brokers acting as insurance intermediaries for ING.

The identification details of the beneficiary of the Credit Card and those relating to their Credit Card are also

communicated to the Company (equensWorldline SA, company managing Credit Cards and transactions of the ING Mastercard on behalf of ING) for the purposes of central customer management, marketing or products and services of other operators (barring objection, on request and at no cost, by the person concerned, to direct marketing) and ensuring a customer overview, and also for the execution, for and on ING's behalf, of payments.

Data may be transferred to a country which is not a Member State of the European Union ensuring or not an appropriate level of protection of personal data, for example:

- The limited liability cooperative company Swift stores payment data in the US, which is subject to US legislation;  
- some payment details which are communicated to equensWorldline SA are communicated by the latter, in turn, to other companies in the Worldline Group in Morocco and India, who act as subcontractors of equensWorldline SA.  
- some data which are communicated to ING Group companies outside the European Union.

However, ING transfers data to a non-Member country of the European Union which does not provide an appropriate level of protection only in those cases provided for in the applicable legislation on privacy protection, for example, providing for adapted contractual provisions as referred to in Article 46.2 of the European Regulation.

### **13.3. Rights of data subjects.**

Any natural person may, at no cost, read the data concerning them and, where applicable, have these corrected.

They may also request erasure of these data or a restriction on processing activity, and also object to the processing of these data. And lastly, they have rights to data portability.

Any natural person may object, free of charge and on simple request, to the processing of data concerning them by ING for the purposes of direct marketing and/or communication of these data, for the same purpose, to other ING Group companies, to equensWorldline SA and/or to associated insurers in the European Union and to their representatives in Belgium. They may also object, for reasons relating to their particular situation, to the processing of personal data concerning them for statistical purposes.

**13.4.** ING's declaration of confidentiality and other provisions applicable for privacy protection, ING's Data Protection Officer and supervisory authority

For any further information about the processing of personal data carried out by ING and also, in particular, about automated individual decision-making by ING (including profiling), recipients of data, the lawfulness of processing activities, the processing of sensitive data, the protection of premises using surveillance cameras, the requirement to provide personal data, the terms and conditions of exercise of those rights recognised as held by any data subject and the keeping of data by ING, the data subject may consult:

- Article 6 (Privacy Protection) of ING's General Regulations on Transactions, and
- "ING's declaration of confidentiality for privacy protection", reproduced as an appendix to the aforementioned Regulations.

For any query about the processing of personal data by ING, any data subject may contact ING using ING's usual channels of communication:

- by logging on to ING Banking services and where appropriate, by sending a message using these services, citing "Privacy" as the subject,
- by contacting their ING branch or contact person at ING,
- by calling the following number: +32 2 464 60 02,
- by sending an e-mail to [info@ing.be](mailto:info@ing.be), putting "Privacy" in the subject line.

In the event of any complaint about the processing of their personal data by ING, the data subject can contact ING's Complaint Management department, sending their request citing "Privacy" as its reference, with a copy of their identity Credit Card or passport:

- by post, to the following address:  
ING Belgium, Complaint Management, Cours Saint Michel 60, B-1040 Brussels
- by e-mail, to the following address: [plaintes@ing.be](mailto:plaintes@ing.be)

If this is not handled to the satisfaction of the data subject or if the data subject requires additional information about privacy protection, the data subject may contact ING's data protection contact (also known as the Data Protection Officer, or DPO):

- by post, at the following address: ING Privacy Office, Cours Saint Michel 60, B-1040 Brussels.
- by e-mail, at the following address: [ing-be-PrivacyOffice@ing.com](mailto:ing-be-PrivacyOffice@ing.com).

Any data subject also has the right to file a complaint with the relevant supervisory authority in privacy protection matters, namely, for Belgium, the Privacy

Commission (Rue de la Presse, 35, B-1000 Brussels; [www.privacycommission.be](http://www.privacycommission.be)).

**Art. 14 – Complaints – Legal and extra-legal recourse**

**Art. 14** - Any complaint relating to the contract on the delivery and use of the Credit Card or transactions made by means of the Credit Card must be notified in writing to the ING branch of the Credit Card Holder or to the Company:

equensWorldline SA/ NV  
 Chaussée de Haecht 1442  
 1130 Brussels  
 Phone: 02/205.85.85

Furthermore, this provision does not prejudice the Client's right to take legal action.

**Art. 15 – Applicable law and competent jurisdiction**

**Art. 15.1.** All the rights and obligations of the Credit Card Holder and of the Bank are governed by Belgian law.

**Art. 15.2.** Subject to mandatory or public order legal provisions laying down the rules for allocating competence, the Bank, whether it is the plaintiff or defendant, is authorised to take or have taken any dispute relating to these General Conditions, to the services associated with them and/ or transactions carried out by means of the Credit Card, before the courts and tribunals of Brussels or before those in the district where the registered office is established with which the business relationship with the account holder is conducted directly or indirectly through the intermediary of a subsidiary or a branch.

**III. OTHER PROVISIONS**

**Art. 16 - Third-party commitment provisions**

**Art. 16** - The Credit Cards for which the expenditure is debited directly from an Account of which the Credit Card Holder is neither (co-)holder or proxy should be returned as soon as the direct debit ends.

Nevertheless, the Account Holder shall be liable for repayment of expenditure with the Credit Card until the day of its return.

**Art. 17 - Information obligation**

**Art. 17** The Credit Card Holder states that the information provided to ING is accurate and undertakes to inform ING without delay during performance of the agreement and the Credit Card

validity period of any event likely to influence his/ her repayment capacity or solvency negatively. Each Credit Card Holder undertakes to notify ING immediately of any change of address. He/she authorises ING or its proxy to use this agreement to submit any address request concerning him/ her to the competent body if he/ she fails to notify a change of address.

**CAUTIONARY ADVICE**  
**PAY WITH YOUR CREDIT CARD AND PIN WITH THE UTMOST SAFETY...**

**Your payment Credit Card: a precious and absolutely personal instrument**

\_ As soon as you receive your Credit Card, sign it in the appropriate space: otherwise, a thief could sign instead of you! Certain payments are indeed executed on the basis of the Credit Card Holder's signature.

\_ Destroy Credit Cards which have expired. Similarly, destroy the old Credit Card when you receive a new one.

\_ Keep your Credit Card on you or in a safe place. Never leave it somewhere accessible by third parties, such as a gym, nor at work or in your car.

\_ Keep your withdrawal slips and payment receipts. Always check your bank account and Credit Card statements as soon as you receive them. Notify any irregularity to your bank or the sender of the statement immediately.

\_ Only provide your Credit Card number to a well-known retailer, for example, when reserving tourism services by internet.

\_ Insofar as possible, when you pay at a retailer, you should not let your Credit Card out of your sight. Ensure it is indeed your Credit Card that is returned to you after payment.

\_ Use your Credit Card only for the purposes for which it is intended

**Keep your PIN and, where appropriate, your Mastercard SecureCode password secret. Secrecy is as easy as pie!**

- **Memorise your PIN and password** as soon as you receive or determine them and immediately destroy the notice in which you received the PIN.

\_ Change your PIN as soon as possible at an ATM. When you change it, do not choose too obvious a number (e.g. not part of your date of birth, the post code of your district, the first four digits of your telephone number, etc.). For greater convenience, you could be tempted to choose the same number for all your Credit Cards or access codes. This also of course implies risks!

\_ **Your PIN and password must stay secret: therefore,**

**do not tell it (them) to anyone**, not even a family member or friend, and certainly not to a supposedly well-intentioned third party. Nobody is entitled to ask you for your PIN or password: not your bank or even the police force or an insurance company.

\_ **Do not write your PIN or password anywhere**, even in code form, for example, by disguising it or them as a fake telephone number.

\_ **Always enter your PIN code with the utmost discretion** at both ATMs and retailers. Always ensure sure no one is watching you, for instance, by hiding the keypad with one hand.

\_ Do not allow anyone to distract you. If you notice unusual circumstances, inform your bank branch immediately and, where appropriate, the retailer.

\_ If you have good reason to believe that your PIN is no longer confidential, change it immediately at an ATM. If you cannot change your PIN, contact your bank immediately.

\_ You should know that to enter the self-service area of a bank, you should never have to enter your PIN. If you are asked for your PIN, do not enter and warn your bank immediately.

**What to do in the event of loss, theft or any other incident?**

**Either notify Card Stop immediately** by calling **+32 (0)78 170 170**. This service is available 24 hours a day and seven days a week and will block your Credit Card immediately. If you are phoning from abroad and do not have a touch-tone telephone, simply wait until the end of the menu.

You will then be put through to an operator. Note down the identification number of your call as assigned by Card Stop (or the service stated by your bank). You will find it useful for subsequent actions.

- **Or notify the Bank immediately** via the ING Banking services (Self-service corner ) or by calling the Customer Services Department on 02/464 60 04).

If your Credit Card is lost or stolen, have the local police prepare a report within 24 hours and ask for a copy or its references in full.

If your Credit Card is swallowed by a terminal, have it blocked immediately, either via Card Stop (+32 (0)78 170 170) or via the ING Banking services (Self-service corner), or by a telephone call to the Customer Services Department).

**For more information?**

Your bank is at your disposal for any further information regarding its products and services.



**A few tips to pay with the utmost security:**

**\_always keep your Credit Card on you or in a safe place.**

**\_your PIN and, where appropriate, password should remain secret: do not tell them to anyone or write them down anywhere.**

**\_ always enter your PIN away from prying eyes.**

**\_ choose a new PIN if you think a third party may have learned it.**

**\_ immediately notify any irregularity noted on your bank account or Credit Card statements.**

**\_ keep your Credit Card with the same care as you do your cash.**

**\_in the event of loss, theft or any other incident, such as if your Credit Card is swallowed by an ATM, you must either immediately contact Card Stop on +32 (0)78 170 170 or the bank via the ING Banking Services (Self-service corner) or by a telephone call to the Customer Services Department (02/464 60 04).**

Always keep the Card Stop number on you, for instance, on your mobile phone directory, or memorise it. If necessary, it appears on most terminals.

**TRAVEL ACCIDENT INSURANCE**  
**ING Mastercard Business**  
**General Conditions**

## DEFINITIONS Part 1

**Policy** valid from 01/01/2022.

### **Insurer:**

INTER PARTNER ASSISTANCE SA C/O AXA Partners  
Bd du Régent 7, 1000 Brussels - Belgium  
The company has been registered under FSMA code number 0487. Our company registration number is 0415.591.055

### **Policyholder:**

ING Belgique S.A, avenue Marnixlaan 24, 1000 Brussels

### **Eligible and Insured Persons:**

- All the ING Mastercard Business Credit Cardholders, whose name is expressly stated on the valid Credit Card and issued by the Policyholder as well as
- The members of the Family domiciled at the same address as the Credit Cardholder travelling with or without the Credit Cardholder.

**The Credit Card:** the valid ING Mastercard Business,

issued by the Policyholder.

**Credit Cardholder:** The natural person, whose name is stated on the Credit Card.

**Partner:** A person with whom the Credit Cardholder is cohabitating in fact or in the eyes of the law, on the long term at the same residence, and being domiciled at the same address.

A certificate issued by the city "Officier de l'état civil/ Ambtenaar van de burgerlijke stand" will suffice as proof.

### **Family**

- spouse or Partner of the Insured;
- natural or adopted children of the Insured or those of his/ her spouse or Partner, dependent on the Insured or his/ her spouse or partner, aged under 25.

### **Third party**

Any natural or legal person with the exception of:

- the Insured Person himself;
- direct ascendants and descendants, as well as anyone living under the same roof as the Insured Person.

### **Abroad**

Any country apart from:

- the country of residence of the Insured Person;
- the country of the usual place of residence of the Insured Person;
- the country of the usual workplace of the Insured Person.

### **Trip**

The Insured Person travelling to a destination abroad during maximum 60 days.

### **Insured trip**

Any trip for which 100% of the total transportation cost is paid with the Insured Credit Card or 30% of the total amount of the organized trip including the transport costs.

### **Physician**

Doctor of medicine and/ or member of an Association of Physicians legally authorized to practise medicine in the country in which the injury occurred and/ or in which the treatment of the said injury took place.

### **Intoxication**

Set of disorders due to a substance being introduced into the body of the Insured Person in which the measured pure alcohol and/ or illegal substances

content is higher than the maximum authorised content as stipulated by the legislation of the country in which the injury occurs.

**Bodily injury**

Any physical impairment suffered by a person.

**Material damage**

Any alteration, deterioration, accidental loss, and/ or destruction of an object or substance, including any physical assault inflicted on an animal.

**Accident**

Sudden event occurring during the period of validity of the policy, the cause or one of the causes of which is external to the body of the Insured Person, and which causes the Insured Person bodily injury.

The following are likened to accidents, provided they occur to the Insured Person during the period of validity of the policy:

- Injuries to health which are the direct and sole consequence of an insured accident or of an attempt to rescue persons or property in danger;
- The inhalation of gas or fumes and the absorption of toxic or corrosive substances;
- Muscular dislocations, distortions, strains and tears caused by sudden physical stress;
- Frostbite, heat stroke, sunstroke;
- Drowning;
- Anthrax, rabies, tetanus.

**War**

Any armed opposition, declared or not, from one State to another State, an invasion or a state of siege.

The following are notably likened to war: any warlike activity, including the use of military force, by any sovereign nation whatsoever to achieve economic, geographic, nationalistic, political, racial, religious or other ends.

**Civil war**

Any armed opposition between two or more sections of one and the same State for ethnic, religious or ideological reasons.

The following are notably likened to a civil war: an armed revolt, revolution, riot, coup d'état, the consequences of martial law, the closing of borders ordered by a government or by local authorities.

**Terrorism**

The following acts are deemed to be acts of terrorism where they involve, abroad and/ or in the country of destination of the return trip, the closing of the airport (airports)

and/ or of the air space and/ or of the terminal or of the station:

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

The following acts shall not be considered acts of terrorism:

- Any act of insurrection, strike, riot, revolution criminal attack involving the use of nuclear, biological or chemical weapons
- Robberies or any other criminal act primarily committed for personal gain, and acts arising primarily as the result of prior personal relationships between perpetrator(s) and victim(s).

**Hospital**

An establishment approved by the Ministry of Public Health of the country of the injury and/ or of the treatment and charged with the medical care of patients and of accident victims, with the exception of the following establishments: preventoria, sanatoria, psychiatric and rehabilitation hospitals, rest homes and other similar kinds of institutions.

**Hospitalisation**

Stay in hospital medically necessitated for the medical treatment of an accident or illness, taking into account the hospital accommodation costs.

**Rental vehicle**

Any motor vehicle with at least 4 wheels (including motor homes, trucks) used for the private transport of persons or goods, for a maximum period of 60 days. Long-term leasing vehicles are not covered.

**BENEFITS Part 2**

**Purpose of the policy**

The purpose of this policy is to ensure that Insured Persons who travel by one of the means of public transport hereinafter indicated: aircraft, train, boat or bus, departing from the country of their usual place of residence, benefit from the covers and amounts indicated in the Special Conditions in the context of the application of these General Conditions, provided that

100% of the costs of the trip have been paid, before departing on the trip, with an insured Credit Card or 30% of the total amount of the organized trip including the transport costs.

Coverage is equally afforded for trips made in a rental vehicle. The single or return trip from/ to a place of embarkation with a view to making the insured trip is equally covered, even if this journey has not been paid for with the Credit Card.

#### **Risks covered**

In case of an accident occurring whilst resorting to one of the aforementioned means of public transport, Insured Persons are covered in case of death or of permanent PPD (Permanent Partial Disability), provided that the degree of such disability represents at least 25%, calculated in accordance with the Belgian Official Disability Scale (BOBI) in force on the day of the accident.

#### **Death as the result of an accident**

If the Insured Person dies within two years of the accident included in the cover solely from the after-effects of the aforesaid accident, an indemnity of 200.000 euros will be paid to the beneficiaries.

If after a period of at least six months has elapsed as from the accident and after checking all the evidence and supporting documentation available, the company has every reason to suppose that it is dealing with an injury which is included in the cover, the disappearance of the Insured Person will then be regarded as an event likely to trigger the covers of this policy.

If following payment the Insured Person is found to still be alive, the beneficiary(ies) will reimburse the company with all the sums paid by the latter in the context of the payment of the benefit.

The benefits due in case of death and of permanent disability may not be accumulated.

#### **Permanent disability as the result of an accident**

Where the Insured Person is the victim of an accident which is included in the cover, and it is medically established that some permanent disability remains, the Company pays a maximum of 200.000 euros and proportional to the degree of disability fixed in accordance with the Belgian Official Disability Scale (BOBI) in force on the day of the accident, without however exceeding a degree of disability of 100%.

Where the degree of disability is equal to or exceeds 66%, the disability will be deemed to be total and indemnified at the rate of 100%.

The benefit due with respect to any injury affecting limbs or organs which are already disabled or which

have lost functionality will be based only on the difference existing between the condition before and after the accident. The evaluation of injuries to a limb or organ cannot be increased by the pre-existing disabled condition of another limb or organ. In case the consequences of an accident are made worse by disabilities, illnesses, causes or circumstances incidental to the accidental event, the benefit cannot be higher than the benefit which would have been due had the accident affected a healthy body. The benefit is awarded based on the conclusions of the medical examiner appointed by the Company or on the medical certificates submitted where no medical examiner has been appointed.

If stabilisation has not yet taken place 12 months after the accident, the company may, at the request of the Insured Person, pay a provision equal at most to half of the minimum benefit which is likely to be awarded to the latter on the day of such stabilisation. The benefits due in case of death and of permanent disability may not be accumulated.

#### **Repatriation of the body following an accidental death**

The company reimburses up to the limit of the amount indicated hereafter, the costs relating to the repatriation of the mortal remains of the Insured Person to a cemetery in his former country of residence or usual place of residence; this includes post mortem examinations, embalming and the customs dues necessitated by the repatriation. The company does not meet funeral expenses and burial costs.

The company is not responsible for organising the repatriation.

#### **Search and rescue costs**

The Company shall meet the justified costs of search and/ or rescue, up to the limit of the sum specified in these conditions, if the Insured Person is immobilised as the result of bodily injury.

#### **Insured limits**

1. Limit of compensation
  - accidental death € 200.000
  - permanent invalidity following an accident € 200.000
  - body repatriation following accidental death, search and rescue costs € 60.000

2. Aggregate limit

The limit of 260.000 euros constitutes the maximum payable any one Insured Person under this policy for any claim covered, irrespective of the number of Credit Cards used. The maximum sum payable under this policy as the result of one and the same event may

not exceed euro 5 million.

**Flight risk**

The insurance extends to include the use as passenger of any aircraft or helicopter duly authorised for the transport of persons, provided that the Insured Person is not one of the crew and that he does not carry out during the flight any professional or other activity relating to the actual plane or flight.

**EXCLUSIONS Part 3**

The covers shall not apply in the following cases:

- In case of travel to a country, specific area or event when the Travel Advice Unit of the Foreign Affairs Office or regulatory authority in a country to/from which you are travelling has advised against all travel.
- War, civil war.

However, the Insured Person shall continue to benefit from coverage for 14 calendar days as from the start of hostilities whenever he is surprised by such events whilst abroad and provided that he does not actively participate in the same.

- Intentional act and/ or incitement and/ or obviously reckless act, unless this is a deliberate attempt to rescue persons and/ or animals and/ or goods.
- intoxication.
- Suicide or attempted suicide.
- Nuclear reactions and/ or radioactivity and/ or ionising radiation, except where incurred during medical treatment which is necessary as the result of an injury included in the cover.
- Sport, including training, practised professionally and/ or against payment, as well as the following sports practised as an unpaid amateur: aerial sports, except ballooning.
- Mountaineering, rock-climbing, hiking away from well-used and/ or officially marked paths
- Big game hunting
- Ski jumping, downhill skiing and/ or snowboarding and/ or cross-country skiing, all practised away from well-used and/ or officially marked pistes.
- Caving, rafting, canyoning, bungee jumping, deep sea diving
- Martial arts
- Competition with motorised vehicles, with the exception of tourist rallies where no time and/ or speed standard is imposed.
- Participation in and/ or training and/ or preparatory trials for speed competitions.
- Bets and/ or dares, fighting and/ or tussling, except in legal self-defence (a report from the authorities will serve as proof).

- Disorder and measures taken to combat it, unless the Insured Person and/ or the beneficiary proves/ prove that the Insured Person did not actively take part.

**WHAT TO DO IN CASE OF CLAIM Part 4**

a) The Insurer must be informed without delay of any fatal accident. The Insured must report the claim to the Insurer via the website [eu.claims.axa.travel/](http://eu.claims.axa.travel/) as soon as possible and at the latest within 20 calendar days following the date of the Claim. The declaration of loss can be made via the [website eu.claims.axa.travel/](http://eu.claims.axa.travel/) or requested from the Insurer by calling the number +32 2 550 05 21.

(b) The insured shall furnish the insurer without delay with all relevant information and respond to requests made to determine the circumstances and extent of the loss.

c) The insured shall take all reasonable steps to prevent and mitigate the circumstances of the loss. If the insured fails to fulfil any of the obligations mentioned under a) b) & c) and the Insurer suffers loss as a result, the Insurer shall be entitled to claim a reduction of its benefit to the extent of the loss suffered.

The insurer may decline its guarantee if, with fraudulent intent, the insured has not fulfilled the obligations set out under a) b) & c).

**GENERAL PROVISIONS Part 5**

**Age limit**

The Insured Person may be no more than 70 years of age upon conclusion of the policy. The cover shall terminate as of right on the first anniversary date following the day on which the Insured Person reaches 75 years of age.

**Beneficiaries in the case of death**

In case of the death of the Insured Person, the beneficiaries shall be as follows: Any spouse who is not judicially separated from the Insured Person, failing this, the children of the Insured Person, failing this, the partner of the Insured Person, failing this, the rightful claimants of the Insured Person, except the State. Creditors, including the tax authorities, may not claim entitlement to benefit. The Insured Person may designate another beneficiary by writing to the Company.

**Effective Date of the Coverage:** The coverage of this contract shall take effect on the date of activation of the Credit Card or later, depending on conditions of



each guarantee; no coverage, however, take effect before the inception date of this insurance contract underwritten for the Policyholder by the Insurer. Losses that occur before the inception date of the insurance contract will not be covered by this insurance contract.

**Termination of Coverage:** Notwithstanding contrary clause in the present document, all coverages will be terminated immediately and will expire automatically in case of non-renewal or termination of the Credit Card or if this insurance contract underwritten for the Policyholder by the Insurer terminates for any reason whatsoever.

**Territorial Scope of Coverage:** The coverage is applicable worldwide.

**Time Bar:** Any claim, based on this contract becomes prescribed 3 years after the event on which it was based.

**Complaints and Mediation:** Questions and complaints about this insurance can be submitted to the Quality Officer of the Insurer, by letter or by sending an e-mail to the following address: [quality.brussels@ip-assistance.com](mailto:quality.brussels@ip-assistance.com). Complaints can also be lodged with the Insurance Ombudsman, square de Meeûs 35 at 1000 Brussels/ Belgium - Tel: +32 2 547 58 71 - Fax +32 2 547 59 75 - email: [info@ombudsman-insurance.be](mailto:info@ombudsman-insurance.be) - internet : [www.ombudsman-insurance.be](http://www.ombudsman-insurance.be).

The filing of a complaint does not undermine the possibility for the Policy Holder and/or the Insured to institute legal action.

**Applicable Law and Jurisdiction:** The present contract is governed by Belgian law and by the Insurance Act of 4 April 2014. Disputes between parties shall be judged exclusively by the courts of Belgium.

### Protection of privacy

With a view to the conclusion of the policy and the proper administration of the same, and solely for this purpose, the Insured Person hereby gives his consent specifically in relation to the processing of medical data concerning him. (Law on the protection of privacy).

### Benefits

The benefits are determined based on the medical and factual data available to the company. The insured person and/ or the beneficiary(ies) are entitled to accept or to refuse the same. In the latter case, he/ they must inform the company of his/ their objections by means of registered letter sent within 90 calendar days of receipt of the advice.

All benefits are payable without interest following acceptance by the Insured Person and/ or the beneficiary(ies). In case of refusal by the company, any claim to benefit shall lapse three years after communication of such refusal.

### Personal Data:

#### 12.1. Data Controller

INTER PARTNER ASSISTANCE nv, with registered office at Bd du Régent 7, 1000 Brussels, registered with the Crossroad Bank of enterprises under number 0415.591.055.

#### 12.2. Data Subject

The insured of the beneficiary of the insurance police proposed by INTER PARTNER ASSISTANCE.

#### 12.3. Purposes of the data processing and recipients of the data

The personal data communicated by the Data subject himself or received legitimately by INTER PARTNER ASSISTANCE from companies of the AXA Group, from companies that are related to these companies, from the employer of the person or third parties (including insurance brokers), may be processed by INTER PARTNER ASSISTANCE for the following purposes:

- the management of the person database;
- the management of the insurance contract;
- the service to the customers;
- the management of the relationship between INTER PARTNER ASSISTANCE and the insurance intermediary;
- the detection, prevention and combating of fraud;
- the fight against money laundering and the financing of terrorism;
- monitoring the portfolio;
- statistical studies;

To the extent that the communication of personal data is necessary for the purposes listed above, the personal data may be communicated to other companies of the AXA Group and to companies and / or persons connected to it (lawyers, experts, medical advisers, reinsurers, co-insurers, insurance intermediaries, service providers, other insurance companies, representatives, follow-up agencies for pricing, claims settlement agencies, Datassur).

This information may also be communicated to the inspection authorities, to the competent government departments and to any other government or private organization with which INTER PARTNER ASSISTANCE may exchange personal data in accordance with the applicable legislation.

#### 12.4. Data processing with a view to direct marketing

The personal data communicated by the Data Subject or lawfully received by INTER PARTNER ASSISTANCE may be communicated to other companies of the AXA Group and to companies that are connected to INTER PARTNER ASSISTANCE and / or to the insurance intermediary for the purpose of their own direct marketing or joint direct marketing (commercial actions, personalized advertising, profiling, linking of data, awareness, ...), to improve the knowledge of the joint customers and prospects, to inform the latter about their respective activities, products and services, and to deliver commercial offers.

In order to provide an optimal service in connection with direct marketing, this personal data can be communicated to

companies and / or to persons in their capacity as subcontractors or service providers in favour of INTER PARTNER ASSISTANCE, other companies of the AXA Group and / or the insurance intermediary.

These processing operations are necessary for the representation of legitimate interests of INTER PARTNER ASSISTANCE consisting of the development of its economic activity. Where appropriate, these processing operations may be based on the consent of the subject.

#### 12.5. Transfer of data outside the European Union

The other companies of the AXA Group, the companies and / or persons who are connected to it and to whom the personal data are communicated, can be found both inside and outside the European Union. In case of transfer of personal data to third parties outside the European Union, INTER PARTNER ASSISTANCE complies with the legal and regulatory provisions that apply to such transfers. INTER PARTNER ASSISTANCE guarantees an adequate level of protection for the personal data transferred in this way, on the basis of the alternative mechanisms established by the European Commission, such as the standard contractual conditions or also the binding business rules for the AXA Group in case of transfers within the group (Belgian Official Gazette 6/10/2014, p.78547).

The Data Subject may obtain a copy of the measures taken by INTER PARTNER ASSISTANCE to transfer personal data outside the European Union by sending his application to INTER PARTNER ASSISTANCE at the following address ('Contacting INTER PARTNER ASSISTANCE').

#### 12.6. Processing of health data

INTER PARTNER ASSISTANCE guarantees compliance with the specific rules that apply to the processing of personal health data, by taking all technical and organizational measures required for this purpose.

- The processing of such data may only take place with the express written consent of the data subject or, if he is physically or legally incapable of giving his consent, with a view to protecting the vital interests of the data subject.
- The processing of these data is carried out by INTER PARTNER ASSISTANCE employees specially appointed for this task, and under the supervision of physicians (medical advisors) covered by the medical secret.
- Medical certificates and other documents containing similar information necessary for the negotiation, conclusion or execution of the contract, including claims handling, are only provided to the medical advisors of INTER PARTNER ASSISTANCE. These medical advisors will, for their part, only inform INTER PARTNER ASSISTANCE or the persons strictly designated for this purpose of the data concerning the current state of health of the persons concerned that are strictly relevant to the risk for which these documents were drawn up.
- Transfer of these data only takes place insofar as this is necessary and the recipients offer sufficient guarantees for compliance with the specific rules for their processing. Prior to this transfer, INTER PARTNER ASSISTANCE ensures that they are minimized, pseudonymized or, if applicable, anonymized.

#### 12.7. Data storage

INTER PARTNER ASSISTANCE stores the personal data collected in relation to the insurance contract during the entire duration

of the contractual relationship or the management of the claim files, with updating as the circumstances require, extended with the statutory retention period or with the limitation period to be able to cope with a claim or any recourse, instituted after the end of the contractual relationship or after the conclusion of the claim file.

INTER PARTNER ASSISTANCE keeps the personal data with regard to refused offers and proposals or proposals that INTER PARTNER ASSISTANCE has not followed, up to five years after the issue of the quotation or the refusal to conclude a contract.

#### 12.8. Need to communicate personal data

The personal data relating to the person that INTER PARTNER ASSISTANCE requests to communicate are necessary for the conclusion and the execution of the insurance contract. Failure to disclose this information may render the conclusion or proper performance of the insurance contract impossible.

#### 12.9. Confidentiality

INTER PARTNER ASSISTANCE has taken all necessary measures to safeguard the confidentiality of the personal data and to protect itself against unauthorized access, misuse, alteration or erasure of these data.

To this end, INTER PARTNER ASSISTANCE follows the standards for safety and continuity of services and regularly evaluates the safety level of its processes, systems and applications, as well as that of its partners.

#### 12.10 Rights of the Data Subject

The Data Subject has the right:

- to obtain confirmation from INTER PARTNER ASSISTANCE whether his/her personal data are processed or not processed, and to consult this data - if processed;
- to have his personal data that are incorrect or incomplete corrected and, if necessary, supplemented;
- to have his personal data deleted in certain circumstances;
- to limit the processing of his personal data in certain circumstances;
- to oppose, for reasons relating to his specific situation, the processing of the personal data on the basis of the legitimate interests of INTER PARTNER ASSISTANCE. The controller then no longer processes the personal data, unless he demonstrates that there are legitimate and compelling reasons for the processing that outweigh the interests, rights and freedoms of the data subject;
- to oppose the processing of his personal data with a view to direct marketing, including the profiling that is carried out with a view to direct marketing;
- to object to a decision based solely on automated processing, including profiling, to which he has legal effects or which affects him significantly; however, if this automated processing is necessary for the conclusion or performance of a contract, the person is entitled to a human intervention from INTER PARTNER ASSISTANCE, to express his point of view and to challenge the decision of INTER PARTNER ASSISTANCE;
- to receive his personal data that he has communicated to INTER PARTNER ASSISTANCE in a structured, current and machine-readable format; to forward this data to another controller, if (i) the processing of his personal data is based on his consent or necessary for the execution of a contract and (ii) the processing is done on the basis of automated processes; and to obtain that his personal data are

transmitted directly from one controller to another, if technically feasible;

- to withdraw his consent at any time, without prejudice to the processing that was lawfully done before its withdrawal, if the processing of his personal data is based on his consent.

#### 12.11 Contact INTER PARTNER ASSISTANCE

The Data Subject wishing to exercise his rights can contact INTER PARTNER ASSISTANCE at the following addresses, accompanied by a recto / verso photocopy of his identity card:

- by post: INTER PARTNER ASSISTANCE - Data Protection Officer, Bd du Régent 7, 1000 Brussels
- via e-mail: [dpo.BNL@axa-assistance.com](mailto:dpo.BNL@axa-assistance.com)

INTER PARTNER ASSISTANCE will process the applications within the legally stipulated deadlines. Except for clearly unfounded or excessive applications, no payment will be claimed for the processing of his applications.

#### 12.12. Filing a Complaint

If the Data Subject thinks that INTER PARTNER ASSISTANCE does not comply with the regulations, he is requested to contact INTER PARTNER ASSISTANCE first.

The Data Subject may also file a complaint with the Authority for the Protection of Personal Data at the following address:

Drukpersstraat 35

1000 Brussels

Tel. + 32 2 274 48 00

Fax + 32 2 274 48 35

[commission@privacycommission.be](mailto:commission@privacycommission.be)

The person can also file a complaint with the Court of First Instance of his place of residence.

**Subrogation:** Article 95 of the Insurance Act of 4 April 2014 stipulates that the Insurer takes over the rights and obligations of the Insured towards third parties to the amount of the compensation paid by the former.