

General conditions of the ING MasterCard Business for legal entities

15 October 2018



I. TERMINOLOGY - APPLICABLE LEGAL FRAMEWORK

Art. 1. - Terminology

The following terms are used in the general conditions below:

- the Card = an ING Business MasterCard;
- the Account = the ING account to which the Card is linked;
- ING = ING Belgium SA/ nv, Bank, avenue Marnix 24, 1000 Brussels, Brussels RPM/ RPR, VAT BE 0403.200.393, issuer of the card;
- the Company = equensWorldline SA/ NV, Chaussée de Haecht 1442, 1130 Brussels, company managing ING Business MasterCard Transactions; on behalf of ING, the Company also processes claims resulting from fraudulent use of the Card based on rules and procedures established by the Company;
- the legal person = the public or private incorporated legal entity which applies for a card for one or several members of staff and who is the holder of the ING account to which the card (s) are linked.
- the Card Holder = the natural person in whose name and for the use of whom the Card is issued by ING at the request of the legal person.
- "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 card holder or legal person to store information which is sent to him/ her/ it 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 Card Holder, or the validity of the use of a specific payment instrument, including the use of the Card Holder's Personalised security credentials.
- "Strong Customer Authentication" : an authentication based on the use of two or more elements categorised as knowledge (something only the user knows, such a PIN), possession (something only the user possesses, such as a bank 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.
- "Personalised security credentials" : personalised features provided by the Bank to the 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 Card Holder and the Legal Person are entitled to obtain the contractual terms applicable to the services linked to the cards in paper form or on another Durable Medium.

Furthermore they are available on the website www.ing.be.

II. PROVISIONS SPECIFIC TO THE CARD

Art. 3 - Allocation and provision of Card and PIN

Art. 3.1 – At the request of the legal person, ING can deliver a Card to any natural person ("the Card Holder") designated by the legal person.

Consequently the legal person authorises the Card Holder to use the Card on behalf of the said legal person and guarantees to ING that the Card Holder shall respect these General Terms and Conditions and any amendments thereto.

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

The signing of the application to grant the 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 card is posted to the 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 Card and/ or any means which allows its use.

When the Card is sent by post, the holder has 30 days from the date on which the notice stating that the 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 Card is made available at an ING branch, the legal person can, either at the time of the card application, or when ING notifies the availability of the card at the branch, request that the 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 Card and to only provide it at its branches. ING can only respond to a request to dispatch a Card from the legal person if it is accompanied by the appropriate form, duly completed and signed by the legal person. ING shall send the Card by registered delivery with acknowledgement of receipt at the legal person's request. The costs of dispatching the Card are borne by the legal person.

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

Once the Card and/or the means which allow its use have been received, the legal person and the Card Holder are 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.

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

Art. 3.3 After receiving the card, the cardholder:

- either receives a sealed envelope at their home address, which inside contains the printed PIN. The 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 card with the old PIN. The 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 card;
- or creates their own PIN in branch as soon as the card is delivered. The card is then activated immediately.

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

The ING Card Reader may be requested by the cardholder via his or her branch. Once a transaction has been signed electronically by the cardholder via the ING Card Reader and his or her credit card, the procedure which permits the cardholder to protect online transactions with the aid of a password shall no longer be available for the cardholder in question.

Art. 4 - Card functions

Art. 4.1 – The 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 Card and authentication using the method proposed by the retailer (e.g. PIN or signature of a slip) r.

Art. 4.2 – By presenting the Card and signing a voucher the 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 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 Card Holder may purchase goods or services by remote communication means such as by telephone, post, fax, the internet, etc.

Art. 4.5 – The 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 card expenditure.

Art. 5 - Utilisation conditions and limits

Art. 5.1 – The Holder is informed of the utilisation limits upon applying for the Card. The Card Holder undertakes to only use the 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 Card Holder must ensure the available utilisation limit is not exceeded.

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

Art. 5.2 – Within the minimum and maximum amounts set by ING and notified to the Holder and the legal person, the applicable ceilings can at the request of the legal person and with the agreement of his/ her branch be changed to suit his/ her own needs.

Furthermore, the legal person 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 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 amounts set by ING and notified to the Holder and the legal person, the applicable ceilings can at the request of the legal person and with the agreement of his/ her branch be changed 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 Card is given either by electronic signature or by signing the sales voucher presented by the retailer.

Art. 6.2 – The entry of the 4-digit PIN in an appropriate terminal (with this including an ING Card Reader), completed with the validation required by this terminal, is considered equivalent to the electronic signature of the cardholder.

The legal person acknowledges that the file resulting from the use of the Card Holder's signature means constitutes the latter's electronic signature provided it was validated by ING's IT systems and recognised by the latter as having been made by the Card Holder and that the signature

means provided by ING are valid and have not been revoked or expired.

For all transactions, the legal person accepts that the electronic signature – validated by the IT systems of the Company and/ or ING and recognised as originating from the Card Holder – meets the conditions for identifying the 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 Card Holder and binds the legal person as such.

The legal person accepts that, provided the electronic signature is validated by the IT systems of the Company and/ or ING and recognised as originating from the Card Holder, all transactions bearing the 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 Card Holder and the contents of the transaction as received by the Company and/ or ING.

Art. 6.3. The legal person accepts that the communication to the retailer of the card number and expiry date, plus where appropriate the Card Verification Value (CVV) and MasterCard Secure Code password (see Article 3.3) constitutes a Payment Order given by the 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 Articles 6.4 and 9 in the event of third-party fraud following the loss, theft, misappropriation or unauthorised use of the Card and/ or the means allowing its use.

Art. 6.4. The above provisions do not prejudice the right of the legal person and/ or Card Holder to provide proof to the contrary by any legal means, nor the other provisions of these General Conditions, in particular Article 9.4, 10° (regarding the burden of proof in the event a Payment Transaction is disputed).

Art. 6.5. The Card Holder and/ or legal person 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 Card is issued subject to an annual fee covering the use of the Card as means of payment. The Card Holder and the legal person are informed of the amount of this fee, as well as the charges for using the services to which the Card gives access, on paper or a Durable Medium upon applying for the Card. The charges are specified in the "Charges applied to the

main banking operations of legal entities" leaflet available free of charge from any ING branch.

The fee is debited from the account of the legal person after the 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 the legal person (see the Charges applied to the main banking operations of legal entities leaflet available 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 legal person (see the "Charges applied to the main banking operations of legal entities" leaflet available free of charge from any ING branch and the brochure ING MasterCard – Holder's Guide, provided with the 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. An MasterCard expenditure statement is sent monthly to the legal person. This statement lists the Transactions the Card Holder has carried out with his/ her 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 legal person undertakes to communicate such statement to the Card Holder.

The Transaction information involves:

- elements which allow the Card Holder to identify each Payment Transaction made by means of the 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 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 legal person upon applying for the Card, i.e. direct debiting.

Art. 9 - Respective obligations and liabilities of the Card Holder, the Bank and the legal person

Art. 9.1 - General provisions

With the signature affixed to the Card application and the Card, and without prejudice to the provisions of this Article 9 and mandatory legal provisions, the legal person and the Card Holder accept all the commitments and obligations resulting from the granting and use of the Card, with or without the PIN.

They acknowledge that they shall be jointly and divisibly bound by such commitments. The Card Holder is liable for the communication of information about the 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 9.3, 2°, paragraph 2 and 4° (no liability for the legal person in the cases referred to by this provisions, except for fraud of the legal person and/or of the Card Holder) .

Art. 9.2 - Card Holder obligations

The 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 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 Card Holder undertakes to take reasonable measures to protect the confidentiality of his/her Personalised security credentials - in particular PIN code - and to no pass them on to any third party, without prejudice to the right of the 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 Card itself or on an item or document the Holder keeps with said Card or on him/ herself at the same time as the Card.

Non-compliance with this rule is considered as gross negligence by ING and the Company, without prejudice to jurisdictional assessment of courts and tribunals.

4° With a view to preventing misuse by a third party, the Card Holder undertakes to keep the 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 Card Holder undertakes to sign the back of the card in indelible ink on the space for that purpose upon its receipt and, where appropriate, to destroy the old card it replaces.

6° When aware of the loss, theft, misappropriation or any unauthorised use of the card and/ or the means allowing its use (such as the PIN or MasterCard Secure Code password), the Card Holder undertakes to immediately notify the Bank (during the branch's opening hours) or Card Stop by telephone (7 days a week, 24 hours a day on 070/344 344 or 32 70 344 344 when calling from abroad).

The telephone call to Card Stop or ING HelpDesk 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 Card. "Misappropriation" or "any unauthorised use" means any unlawful or unauthorised use of the card and/ or the means which allow its use, even when the card is still in the Card Holder's possession;

7° The Card Holder must declare the loss or theft of the 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 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 9.2, 7° is not considered, as such, as a gross negligence

8° The 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 the provisions of Article 6.

Art. 9.3. Legal person's obligations

The legal person has the following obligations:

1° it must notify the Bank of any unauthorised transaction recorded on its account statements, as well as any error or irregularity on the said statements. Such notification must be confirmed in writing.

Once the information relating to the disputed transaction has been made available to it according to the agreed conditions, the notification must be made without undue delay and, whatever the case, by the latest within three months following the date of the transaction.

After such period of three months, the Payment Transaction shall be deemed to be correct and exact and can no longer be disputed.

2° it shall be liable, up to a maximum of 50 euros, for the losses linked to any unauthorised Payment Transaction following the use of the lost, stolen or misappropriated card, until the notification mentioned in Article 9.2, 6°, first paragraph has been given.

However, the legal person does not bear any loss - and the limit of 50 EUR is therefore not applicable - if:

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

3° it shall bear all losses caused by unauthorised Payment Transactions until the notification referred to in Article 9.2, 6°, first paragraph has been given, if such losses stem from the fact the Card Holder and/ or the legal person has, intentionally or following gross negligence, not met one or several obligations incumbent upon them pursuant to the provisions of this article. In that case, the ceiling of 50 euros mentioned in the above point 2° does not apply.

In particular gross negligence is considered to be non-observance of the provisions stipulated in Articles 9.2, 3° (keeping the PIN secret) and 9.2, 6°, first paragraph (immediately notifying the Bank or Card Stop of the loss, theft, misappropriation or any unauthorised use of the card and/ or the means allowing its use), without prejudice to the competence of courts and tribunal to decide in final instance.

Furthermore the Bank wishes to draw the legal person's attention to the fact that other actions or behaviour, whether or not they result from non-observance by the Card Holder and/ or legal person 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, where appropriate, by the courts and tribunals in the final instance.

4° notwithstanding the provisions of the above points 2° and 3°, and notwithstanding Article 9.1, 3rd paragraph, the legal person shall not suffer 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 legal person and/or the Card Holder acted fraudulently .

5° if the Card Holder and/ or legal person acted fraudulently, the legal person bears all losses resulting from unauthorised Payment Transactions both before and after the notification mentioned in Article 9.2, 6°, first paragraph was given (notwithstanding the Bank's obligation to take all necessary measures to prevent the use of the card);

6° the legal person may not 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 6.1.

Furthermore, all contractual provisions agreed with the Bank for such transactions also apply and, in particular, those relating to the funding of orders giving rise to a debit, and those relating to possible debit balances on the accounts used;

Art. 9.4 - Obligations of the Bank

1° The Bank shall ensure the availability, at all times, of the appropriate means to enable the Card Holder to give the notification mentioned in Article 9.2, 6°, first paragraph and, where applicable, to request the unblocking of the Card if this is still technically possible.

The cost of replacing the Card is mentioned in the "Charges applied to the main banking operations of legal entities" leaflet, and is charged to the legal person;

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

3° to provide, upon request, the Card Holder and/ or legal person, within eighteen months from the notification mentioned in Article 9.2, 6°, first paragraph, proof that the Card Holder duly gave such notification;

4° to ensure that the Personalised security credentials linked to the card are not accessible to third parties who are not authorised to use it, without prejudice to the obligations of the Card Holder mentioned in Article 9.2;

5° except in the case of fraud, gross negligence or intentional breach on the part of the Card Holder and/ or legal person of one or more obligations incumbent upon them pursuant to Articles 9.2 and 9.3, it shall cover, above the amount of 50 euros to be borne by the legal person, the losses linked to unauthorised transactions carried out before the notification mentioned in Article 9.2, 6°, first paragraph;

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

- the loss, theft or misappropriation of the Card could not be detected by the Card Holder before payment, unless the legal person and/or the 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 Card Holder and/ or legal person, to cover the losses linked to unauthorised payment transactions carried out after the notification mentioned in Article 9.2, 6°, first paragraph;

8° except in the case of fraud by the Card Holder and/ or legal person, to bear the consequences stemming from the use of the 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 Card Holder and/ or legal person 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 9.3, 1°, the legal person 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 duly recorded and booked and that it was not affected by a technical or other deficiency.

Transactions carried out by means of the Card are automatically recorded in a log or electronic medium. The Bank, the Card Holder and the legal person 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 Card Holder and/ or legal person 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 Card.

11° in the event of a Payment Transaction not executed or incorrectly executed by means of the card the Bank cannot be held liable except in the event of serious or deliberate misconduct of its services.

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

In addition the legal person shall only obtain rectification of a Transaction not executed or badly executed if it notified its claim in due time, in accordance with the provisions of Article 9.3, 1°.

12° In the case of an unauthorised Payment Transaction, the Bank shall refund the legal person 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 Card Holder and the legal person as stipulated in Articles 9.2 and 9.3.

Similarly, in those cases referred to in paragraph 6 (loss, theft or misappropriation of Card not detectable by the Card Holder before payment) and 9 (use of Card without Strong customer authentication, in particular without a PIN) and unless the Card Holder acted fraudulently, it reimburses the 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 Card within the meaning of Article 9.3, 2°, second paragraph and 9.4, 6° of these General Conditions, or used without Strong customer authentication of the Card Holder (in particular without a PIN), under the correct value date.

Notwithstanding the above provisions, the Bank shall not be held 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 refrain from sending a Card to the Client unless he/ she has made a prior request, except in the case of renewal or replacement of an existing 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 card – Card restitution – Card renewal

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

Art. 10.2 - When the Bank exercises its right to block the use of the Card or to withdraw it, it shall inform the Card Holder and/ or the legal person by letter, through an expenditure statement or any other way it deems appropriate according to the circumstances and, if possible before the 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 Card no longer exist, the Bank shall unblock or replace it.

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

Art. 10.5 - The Card is valid until the last day of the month and year indicated on it. Unless the legal person 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 Card shall be delivered to the Card Holder before the end of the previous card's validity, and made available to him/ her according to the terms mentioned in Article 3.2.

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

Art. 11 - Amendment of the General Conditions and Charges

Art. 11.1. Any amendment of these General Conditions shall be agreed between the Bank, on the one hand, and the legal person and the Card Holder, on the other hand.

For that purpose, the Bank shall inform the legal person and the 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 legal person does not agree with the proposed amendments, it has a period of two month from the communication of the amendments to terminate the use of the Card, free of charge and with immediate effect .

If the legal person does not exercise the right to terminate the use of the Card within the two months following the above communication, it shall be deemed to have tacitly accepted the proposed amendments which consequently shall be binding on the legal person and the 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 legal entities" 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 Card is concluded for an indefinite period.

Art. 12.2. The legal person can terminate the contract relating to the delivery and use of the Card free of charge and without any justification, and with immediate effect.

Termination must be submitted to the legal person'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 card or to withdraw it for objectively motivated reasons) and 10.4 (restitution of the card or closing of the account to which it is linked).

Art. 12.4. In the event of termination, the card must be cut in two (the microchip must also be cut in two) or returned to the Bank.

If the legal person or the Card Holder fails to immediately destroy the card or return it to the Bank, they are responsible for any subsequent payment transactions carried out with the card. They undertake to cancel any direct debit for supply agreements paid for with the 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 cardholder and relating to the card which are communicated:

- at the time of the application for or receipt of the card;
- at the time of any use of the card;
- at the time of any reporting of loss or theft of the card and/or of the PIN;
- at the time of any change to the terms of use of the card and/or of the PIN;
- or at the time of withdrawal or return of the 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 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 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 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);

- Allianz AWP P&C S.A., rue des Hirondelles 2, B-1000 Brussels, 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, 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 card and those relating to their card are also communicated to the Company (equensWorldline SA, company managing 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 Home/Bank/Business/Bank or ING Smart 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, 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 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

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.

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).

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

Art. 14 - Any complaint relating to the contract on the delivery and use of the Card or transactions made by

means of the Card must be notified in writing **to the ING branch of the legal person 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 Card Holder, the legal person 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 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 legal person 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 Cards for which the expenditure is debited directly from an Account of which the legal person 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 Card until the day of its return.

Art. 17 - Information obligation

Art. 17 - The legal person states that the information provided to ING is accurate and undertakes to inform ING without delay during performance of the agreement and the Card validity period of any event likely to influence its repayment capacity or solvency negatively or any change of registered office, trade name and business.

It authorises ING or its proxy to use this agreement to submit any address request concerning it to the competent body if it fails notify a change of address.

CAUTIONARY ADVICE**PAY WITH YOUR CARD AND PIN WITH THE UTMOST SAFETY...****Your payment card: a precious and absolutely personal instrument**

- As soon as you receive your 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 Card Holder's signature.
- Destroy cards which have expired. Similarly, destroy the old card when you receive a new one.
- Keep your 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.
- In so far as possible, when you pay at a retailer, you should not let your Card out of your sight. Ensure it is indeed your Card that is returned to you after payment.
- Use your 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 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?

Advise Card Stop immediately by calling **+32 (0) 70 34 43 44**. This service is available 24 hours a day and seven days a week and will block your Card immediately. If you phone 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 Stop Card (or the service stated by your bank). You shall find it useful for subsequent actions. If your 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 Card is swallowed by a terminal, have it blocked immediately, via Card Stop on

+ 32 (0) 70 34 43 44.

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 payment 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 Proton Card with the same care as you do your cash.**
- **in the event of loss, theft or any other incident, such as if your Card is swallowed by an ATM, you must immediately contact Card Stop on +32 (0) 70 34 43 44.**

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.

<p style="text-align: center;">TRAVEL ACCIDENT INSURANCE ING MasterCard Business General Conditions</p>
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DEFINITIONS Part 1

Policy valid from 01/07/2017.

Insurer:

AWP P&C S.A. – Belgian branch.

Zwaluwenstraat 2, 1000 Brussels - Belgium

Tel: + 32 2 290 64 11

Fax: +32 2 290 64 19

www.allianz-assistance.be

The company has been registered under FSMA code number 2769.

Our company registration number is 0837.437.919.

Policyholder:

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

Eligible and Insured Persons:

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

The Card: the valid ING MasterCard Business, issued by the Policyholder.

Cardholder: The natural person, whose name is stated on the card.

Partner: A person with whom the 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 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 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 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 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:

- 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 Policyholder and/ or the Insured Person must notify the company as soon as possible of the occurrence of the claim by means of the documents made available to them. The claims notification form can be found on the website www.ing.be or requested from the Insurer on +32 2 290 61 00. The company must be informed immediately of any fatal accident.
- b) The Insured Person must provide the Company without delay with all useful information and meet the requests which are made to him, this with a view to determining the circumstances of the claim and ascertaining the scope of the same.
- c) The Insured Person must take all reasonable measures to prevent and to lessen the impact of the circumstances of the loss.

If the Insured Person fails to meet one of the obligations cited under sub-paragraphs a) b) & c), and if this proves to be to the detriment of the Company, the latter shall be entitled to claim a reduction in the benefit payable by it, and this up to the limit of the detriment suffered by it.

The company may refuse to provide cover if the Insured Person has, with fraudulent intent, failed to meet the obligations set out under sub-paragraphs 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 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 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@allianz-global-assistance.be. 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.as - internet: www.ombudsman.as.

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

The personal data (hereinafter the "Data") will be processed in accordance with the law of 8 December 1992 on the protection of privacy. The Data will be processed for the purpose of management and optimal use of the services provided by the Insurer, including risk assessment, contract management, claims handling and fraud prevention.

To achieve these objectives, the Insurer may be required to transfer Data to other companies of the Insurer's group, to sub-contractors or to partners. These companies, subcontractors or partners may be located in countries outside the European Economic Area that do not necessarily offer the same level of protection as Belgium. The Insurer shall take all precautionary measures to ensure the protection of Data. However, the Insurer cannot avoid all risks related to the processing of Data.

According to the law, the Insured is entitled to access, amend or oppose (for a reasonable cause) to the processing of Data relating to him. To exercise these rights, the Insured can contact the Insurer at any time in writing.

In as far as necessary and in particular in respect of health related data, the Insured approves the processing and the transfer of the Data within the limits and under the conditions described here above.

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.

ING Belgium SA/nv - Bank - Registered office: 24 avenue Marnix, B-1000 Brussels -
VAT BE 0403.200.393 - RLP Brussels - Tel. +32 2 547 21 11
www.ing.be - info@ing.be - BIC: BBRUBEBB - IBAN: BE45 3109 1560 2789
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