

## I. TERMINOLOGY - APPLICABLE LEGAL

### FRAMEWORK Art. 1 – Terminology

The following terms are used in the general conditions below:

- the Creditcard = the ING VISA Credit card;
- 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, B-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 Visa Credit card 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 Card Holder = the natural person in whose name and for the use of whom the Credit card is issued by ING;
- “VISA Europe”: refers to VISA Europe, W2 6TT, London, United Kingdom which manages the network of cash dispensers and terminals which make up the VISA 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 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 Card Holder, or the validity of the use of a specific payment instrument, including the use of the 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 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 Card Holder for the purposes of authentication.

### Art. 2 – Applicable Legal Framework

Except insofar as these General Conditions expressly derogate therefrom, the provisions of the General Regulations of ING and its Special Regulations for Payment Transactions apply to the ING Visa Card.

**Art. 2.2.** At any time in the contractual relationship, the Card Holder is 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](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 Card Holder.

Before granting a Card, ING consults the following file: the Register of the Central Office for Credits to Private Individuals held by the National Bank of Belgium, Boulevard de Berlaymont 14, B-1000 Brussels.

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 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 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 Card Holder if it is accompanied by the appropriate form, duly completed and signed by the Card Holder. ING shall send the credit card by registered delivery with acknowledgement of receipt at the Card Holder’s request. The costs of dispatching the credit card are borne by its Holder.

ING bears the risks for the dispatch 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 Card Holder, the 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 card holder has the right to prove the contrary through any legal channel.

#### Art. 3.3 After receiving the card, the cardholder:

- either requests the PIN and/ or credit card activation by SMS, in accordance with the procedure laid out by ING in the letter accompanying the card;
- or 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 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 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 ING client services or via [www.ing.be](http://www.ing.be). 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 - Credit card Functions

**Art. 4.1** – The Credit card enables the Holder to pay for products or services offered by companies affiliated to the Visa 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 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 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. 5 - Utilization Conditions and Limits

**Art. 5.1** – The Holder is informed of the utilization limits upon applying for

the Card. The Credit card may only be used by the Holder in accordance with the conditions in force at the time of use and within the utilization limits granted and communicated to him/ her.

The Credit 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, 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.

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

- 1° following the theft, loss, misappropriation or any unauthorized 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 Card Holder, the applicable ceilings can also, at the 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. 6.2** - Entry of the four-digit PIN in an appropriate terminal (with this including an ING Card Reader), plus the validation required by such terminal, is considered equivalent to the electronic signature of the Card Holder.

For all transactions, the Card Holder accepts that the electronic signature – validated by the computer systems of the Company and/ or ING and recognized 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 Card Holder as such.

The Card Holder accepts that, provided the electronic signature is validated by the computer systems of the Company and/ or ING and recognized 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 Card Holder accepts that the communication to the retailer of the credit card number and expiry date, plus where appropriate the Card Verification Value (CVV) and Verified by Visa 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 Article 6.4 and to Article 9 in the event of third-party fraud upon the loss, theft, misappropriation or unauthorized 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 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 if disputing a Payment Transaction).

**Art. 6.5.** The 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.

This provision does not prejudice Article 10 (refund of authorized payment transactions initiated by or through a payee).

#### **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 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 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 Card Holder. See "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 Card Holder (see "Charges applied to the main banking operations of private individuals" available free-of-charge from any ING branch and the brochure ING Card – 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 12.

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

**Art. 8.1** – Provided the Transactions carried out with this Credit card have been booked, each month the Company shall send the Card Holder a Visa expenditure statement on behalf of the Bank. This statement includes Transactions carried out by the Holder with his/ her Credit card and recorded by Company since the previous statement was compiled.

The Transaction information involves:

- elements which allow the 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 Card Holder upon applying for the Card. If the Card Holder wishes to choose another method, he/ she should apply to their branch.

#### **Art. 9 - Respective Obligations and Liabilities of the Card Holder and Bank**

##### **Art. 9.1 - Card Holder Obligations**

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

He/ she recognizes 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 Card Holder shall be bound jointly and indivisibly for all commitments and obligations resulting from the use of the Card.

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 9.1.2, 10°, second paragraph and 12° (no liability for the Card Holder in the cases referred to by this provisions, except for fraud

of the Card Holder).

**Art. 9.1.2** - 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 Credit card may only be used by the Holder in accordance with the conditions in force at the time of use and within the utilization 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 Personalized 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 recognizable, 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 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 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 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 unauthorized use of the credit card and/ or the means allowing its use (such as the PIN or Verified by Visa password), 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 unauthorized use" means any unlawful or unauthorized use of the credit card and/ or the means which allow its use, even when the credit card is still in the Card Holder's possession.

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 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 Card Holder undertakes not to revoke a Payment Order after such Order has been received by the Company or Bank or, in the case of a Payment Transaction initiated by or via the payee, e.g. the retailer, after having sent the Payment Order or agreed to the execution of the Transaction by the payee in accordance with the provisions of Article 6. This provision does not prejudice Article 10 (refund of authorized payment Transactions initiated by or via a payee);

9° The 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 unauthorized 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 provided or made available to him/ her, the Card Holder that becomes aware of an unauthorized transaction or incorrectly executed transaction giving rise to a claim, shall obtain rectification from the Bank only if he/she notifies the Bank of such transaction without undue delay and no later than thirteen months after the debit date, unless, where applicable, the Bank has not provided or made available

the information relating to this transaction according to the agreed manner. If the notification has not been made in writing, the written confirmation stipulated in the first paragraph of this Article can be made by the Card Holder after the expiry of the periods mentioned.

10° The Card Holder shall bear, to the extent of a maximum of 50 euros, the losses relating to any unauthorized 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).

However, the 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 Card Holder before payment (referring in particular to cases of forgery of the 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 unauthorized Payment Transactions until the notification referred to in Article 9.1, 6° has been given, if such losses stem from the fact the 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, 3° (keeping the PIN and the Verified by Visa code secret) and 9.1, 6°, first paragraph (immediately notifying the Bank or Card Stop of the loss, theft, misappropriation or any unauthorized use of the Credit card and/ or the means allowing its use), without prejudice to the competence of the courts and tribunal to decide in final instance.

Furthermore the Bank wishes to draw the Card Holder's attention to the fact that other actions or behavior, whether or not they result from non-observance by the 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 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 Card Holder acted fraudulently .

13° If the Card Holder has acted fraudulently he/ she shall bear all losses resulting from unauthorized 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 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 Card Holder to give the notification mentioned in Article 9.1, 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 unauthorized use of the Credit card and/ or the means which allow its use.

3° It shall provide, upon request, the Card Holder, within eighteen months from the notification mentioned in Article 9.1, 6°, first paragraph, proof that the Card Holder duly gave such notification;

4° It shall ensure that the Personalized security credentials linked to the Credit card are not accessible to third parties who are not authorized to use

it, without prejudice to the obligations of the 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 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 Card Holder, the losses linked to unauthorized Transactions carried out before the notification mentioned in Article 9.1.2, 6°, first paragraph ;

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

- the loss, theft or misappropriation of the Credit card could not be detected by the Card Holder before payment, unless 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, it shall cover the losses linked to unauthorized 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 Card Holder, to bear the consequences stemming from the use of the Credit card by an unauthorized 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 acted fraudulently, it shall bear the losses resulting from an unauthorized transaction 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 Card Holder disputes that a Payment Transaction was authorized 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 Credit card are automatically recorded in a log or electronic medium. The Bank and the Card Holder recognize 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 to provide proof to the contrary through any legal channel, or the imperative 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° The amount of the Bank's intervention in the event of a transaction not executed, poorly executed or unauthorized is set as follows:

a) in the event of non-execution or incorrect execution of a Payment Transaction made by means of the card, the Bank shall refund, where appropriate and without delay, the Card Holder with the amount of the Payment Transaction not executed or improperly executed by restoring the account debited to the state it would have been in if the faulty Payment Transaction had not occurred. The value date of the crediting corresponds to the value date of the debiting of the initial transaction.

The Bank shall also be liable for any charges and interest possibly borne by the Card Holder due to the non-execution or incorrect execution of the Payment Transaction, provided such charges and interest are justified by probative documents.

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

b) in the case of an unauthorized Payment Transaction, the Bank shall refund the Card Holder without delay with the amount of the unauthorized transaction, by restoring the account debited to the state it would have been in if the unauthorized 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 as described in Article 9.1.2.

c) similarly, in those cases referred to in paragraph 6 (loss, theft or

misappropriation of Credit card not detectable by the Card Holder before payment) and 9 (use of Credit 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 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 Card Holder (in particular without a PIN), under the correct value date. .

d) in addition to the amounts mentioned the above paragraphs, the Bank must also refund the Holder for any other financial repercussions, provided the amounts claimed in this respect are established using documents with evidential value.

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.

12° 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 Card.

13° 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 provision with regard to the provision of supporting documents;

14° whatever the case it accepts liability for any serious or deliberate error on the part of its departments.

**Art. 10 - Refunding of authorized Payment Transactions initiated by or through the Payee**

**Art. 10.1.** The Card Holder is entitled to the refunding of an authorized Payment Transaction, initiated by or through the payee and which has already been executed, provided the following concurrent conditions are met:

1° the authorization given for such payment transaction did not indicate the exact amount of the transaction when it was given;

and 2° the amount of the Payment Transaction did not exceed the amount which the Card Holder could reasonably expect taking account of his/ her past spending, the conditions stipulated in the applicable contractual provisions and relevant circumstances of the matter. However, the Card Holder cannot invoke reasons linked to an exchange transaction if the agreed reference exchange rate was applied (see the "Charges applied to the main banking operations of private individuals" leaflet).

At the request of the Bank, the Card Holder shall provide the factual information relating to such conditions.

If the refunding conditions are met, the refund shall correspond to the total amount of the Payment Transaction executed. The value date of the crediting corresponds to the value date of the debiting of the transaction.

**Art. 10.2.** To obtain the refund mentioned in Article 10.1, the Card Holder must file his/ her refund request, within eight weeks from the date on which the funds were debited.

Within a period of ten working days following receipt of the refund request, the Bank shall either refund the total amount of the Payment Transaction, or justify its refusal to refund. In the latter case, the Card Holder is free to file a complaint with the bodies mentioned in Article 15 of these General Conditions.

**Art. 10.3.** Notwithstanding the above provisions, the Card Holder is not entitled to a refund when:

1° he/ she consented to the execution of the Payment Transaction directly to the Bank;

and 2° the information relating to the future Payment Transaction was provided to him/ her or made available in the manner agreed between the parties at least four weeks before the due date, by the Bank or by the payee.

**Art. 11 – The Bank's right to block or withdraw the credit card – Credit card restitution – Credit card renewal**

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 unauthorized 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. 11.2** - When the Bank exercises its right to block the use of the Credit card or to withdraw it, it shall inform the Card Holder by letter (ordinary or registered), e-mail and, 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. 11.3** - When the reasons justifying the blocking of the Credit card no longer exist, the Bank shall unblock or replace it.

**Art. 11.4** - The 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. 11.5** - The Credit card is valid until the last day of the month and year indicated on it. Unless the 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 13.3, a new Credit 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 credit card in indelible ink upon receipt of the new Credit card and to destroy the old one.

#### **Art. 12 - Amendment of the General Conditions and Charges**

**Art. 12.1** With the exception of the provisions regarding the arranged overdraft linked to the Card, any changes to these General Conditions and applicable charges shall be agreed between, firstly, the Bank and, secondly, the Card Holder.

For that purpose, the Bank shall inform the Card Holder of the proposed amendments, by post (ordinary or registered), e-mail, on any durable medium, for example, an e-mail sent to the last (postal or electronic) address of the card holder and account holder known to the Bank, at least two months before the said amendments come into force.

If the Card Holder does not agree with the proposed amendments, he/ she has the right to terminate the use of the Credit card at any time until the date when the changes would have applied, free of charge and with immediate effect. He/ she can also claim a refund of the annual fee mentioned in Article 7.1 in proportion to the period left to run, from the month following that during which he/ she terminated the use of the Card.

The Card Holder is deemed to have accepted the proposed changes if he or she has not notified the Bank, before the proposed date for entry into force of these changes, that he or she does not accept them.

**Art. 12.2** Notwithstanding Article 12.1 and with the exception of the provisions relating to any credit facility linked to the card, changes to exchange rates based on reference exchange rates agreed between the parties (see the "Charges applied to the main banking operations of private individuals" leaflet) can apply immediately and without prior notice.

The Card Holder shall be informed as soon as possible of any interest-rate change by means of a message included with the expenditure statements or in any other way. However, changes in interest rates or exchange rates which are favorable to the Client can be applied without notice.

#### **Art. 13 - Duration and termination of the contract**

**Art. 13.1** The contract relating to the delivery and use of the Credit card is concluded for an indefinite period.

**Art. 13.2** The 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 Card Holder's branch, to ING Client Services or via ING's Home'Bank or Smart Banking services (as governed by the General Terms & Conditions of Use for those services attached to the General Regulations and appendices)

**Art. 13.3** The Bank can terminate the contract without any justification, subject to two months' notice, to be sent post (ordinary or registered), e-mail, on any durable medium, for example, an e-mail sent to the last (postal or electronic) address of the card holder and account holder known to the Bank.

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 11.1 (right to block the use of the credit card or to withdraw it for objectively motivated reasons) and 11.4 (restitution of the credit card or closing of the account to which it is linked).

**Art. 13.4** The Card Holder is entitled to a refund of the annual fee mentioned in Article 7.1 in proportion to the period left to run, from the month following that during which the contract is terminated.

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 Card Holder fails to immediately destroy the credit card or return it to the Bank, the Card Holder is responsible for any subsequent payment transactions carried out with the card. He/ she undertakes to cancel any direct debit for supply agreements paid for with the credit card.

#### **Art. 14 - 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.

##### **14.1. 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 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 the Bank for purposes relating to central customer management, management of accounts and payments, granting and managing credit (where applicable), intermediation (insurance, leasing and/or other products or services of partner companies; list available on request) (where applicable), marketing (including research and statistics) of banking, insurance and/or financial services (including leasing) and/or of other products or services (where applicable supplied by other partner companies; list available on request) offered by the Bank, overview of the customer base and also for monitoring transactions and preventing 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.

##### **14.2. 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), VISA 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);
- for the management of payment and credit incidents: those individuals carrying out amicable recovery of consumer debt and who, to this end, under Article 4(1) of the Law of 20 December 2002 on amicable recovery of consumer debt, are registered with the Federal Public Service, Economy, SMEs, Self-Employed and Energy

- Allianz AWP P&C S.A., rue des Hironnelles 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
- the Bank's other partner companies (list available on request), which are based in a Member State of the European Union, for and on behalf of which the Bank offers products or services, in the case of signing up for said products or services or an interest expressed in said products or services by the data subjects;
- relevant authorities
- those credit institutions, financial institutions and equivalent institutions referred to in Article 5.6 of the Bank's General Regulations on Transactions under the conditions defined in this Article; and this, where applicable, in accordance with the following provisions.

and this, where applicable, in accordance with the following provisions.

These data may therefore be disclosed to the other companies in the ING Group, based or not in a Member State of the European Union and carrying on banking, insurance or financial activities and/or an activity continuing on from the former (list available on request), for the purposes of central customer management, marketing of banking, financial and insurance services (excluding sending advertising by e-mail, except with the consent of the data subject), overview of the customer base, supply of their services (where applicable) and monitoring of the regularity of transactions (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 credit card and those relating to their credit card are also communicated to the Company (equensWorldline SA, company managing cards and transactions of the ING VISA Credit card on behalf of ING) for the purposes of central customer management, marketing of 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.

#### 14.3. 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 simply on request, to the processing of the data concerning them by the Bank for the purposes of direct marketing (whether direct marketing of banking, financial (including leasing) and/or insurance services or the direct marketing of other products or services (where applicable, supplied by other partner companies; list available on request) offered by the Bank) 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.

#### 14.4. 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](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 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. 15 – Complaints – Legal and extra-legal recourse

**Art. 15.1.** 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 Card Holder or to the Company:

equensWorldline SA/ NV  
Chaussée de Haecht 1442

1130 Brussels

Phone: 02/ 205.85.85

**Art 15.2.** If the Client does not obtain satisfaction from the Bank, he/ she may file a complaint, free of charge, with the Banks-Credit-Investment Mediation Service at the following address:

North Gate II, boulevard Roi Albert II 8,  
1000 Brussels  
[www.ombudsfin.be](http://www.ombudsfin.be)  
e-mail: [Ombudsman@Ombudsfin.be](mailto:Ombudsman@Ombudsfin.be)

Clients can also contact the Direction Générale Contrôle et Médiation with the Public Fédéral Economie department, P.M.E., Classes Moyennes & Energie, at the following address:

SPF Economie, P.M.E., Classes moyennes et Energie Direction générale du Contrôle et de la Médiation Services centraux – Front Office  
WTCIII Boulevard Simon Bolivar/ Simón Bolívarlaan 30  
B-1000 Brussels  
Tel. 02 277 54 85 Fax: 02 277 54 52  
E- mail: [eco.inspec.fo@economie.fgov.be](mailto:eco.inspec.fo@economie.fgov.be)

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

#### **Art. 16 – Applicable law and competent jurisdiction**

**Art. 16.1.** All the rights and obligations of the Card Holder and of the Bank are governed by Belgian law.

**Art. 16.2.** Subject to imperative or public order legal or statutory provisions, laying down the rules for allocating competence, and in particular in case of dispute with Consumers, the Bank, whether it is the plaintiff or defendant, is authorized 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 Client is conducted directly or indirectly through the intermediary of a subsidiary or a branch..

### **III. OTHER PROVISIONS**

#### **Art. 17 - Third-party commitment provisions**

**Art. 17 -** The Cards for which the expenditure is debited directly from an Account of which the 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. 18 - Information obligation**

**Art. 18** The 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 Card Holder undertakes to notify ING immediately of any change of address. He/ she authorizes ING or its proxy to use this agreement to submit any address request concerning him/ her to the competent body if he/ she fails notify a change of address.

#### **CAUTIONARY ADVICE PAY WITH YOUR CREDIT 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 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 it 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 Verified by Visa password secret. Secrecy is as easy as pie!**

- Memorize 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 credit 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 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, 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 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.
- 
- in the event of loss, theft or any other incident, such as if your credit 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 memorize it. If necessary, it appears on most terminals.

**PURCHASE PROTECTION INSURANCE – ING Visa  
Classic  
TERMS AND CONDITIONS**

#### **DEFINITIONS**

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 Belgium S.A., avenue Marnixlaan 24, 1000 Brussels

**Card:** ING Visa Classic valid credit card issued by the Policyholder.

**Cardholder:** the person whose name is expressly stated on the Credit card.

**Insured:** Cardholder in his capacity of a private citizen and acting exclusively in the context of his/ her private life.

**Insured Good:** each moveable property with a minimum value of € 50 incl. VAT per item, that was bought new by the Insured during the policy term, and that was completely paid with his Credit card; **are excluded:**

- **jewels,**
- **fur,**
- **living animals,**
- **plants,**
- **perishable goods or drinks,**
- **money,**
- **foreign currencies,**
- **traveler cheques,**
- **transport documents,**
- **any marketable security,**
- **new or second-hand motored vehicles,**
- **and mobile phones.**

**Loss:** Aggravated Theft of an Insured Good or the Accidental Damage to an Insured Good.

**Aggravated Theft:** Theft through Break In or Theft with Assault.

**Break In:** forcing, damaging or destruction of any kind of lock mechanism.

**Assault:** any physical threat or physical violence by a Third Party with purpose to steal the Insured Good from the Insured.

**Accidental Damage:** any destruction, partial or complete damage due to a sudden and external cause.

**Jewels:** any object destined to be worn by a person, partly or completely made of precious metals or stones.

**Partner:** person with whom the Insured, as at the date of occurrence of the loss, constitutes a legal or de facto communal estate, who lives permanently at the same place of residence and who has the same home address. In this context, an original attestation issued by an official from the Population department will provide the necessary proof.

**Third Party:** any person other than the Insured, his spouse or Partner, child or parent.

## COVERAGE

**Object of cover:** the Insurer shall reimburse the Insured within the bounds of coverage:

- In case of Aggravated Theft of the Insured Good: for the purchase price of the stolen Insured Good.
- In case of Accidental Damage of the Insured Good: for the repair costs of this Insured Good or, if such costs exceed its purchase price or when it cannot be repaired, the purchase price of this Insured Good.

**Duration of coverage:** the coverage is acquired to the extent that the Aggravated Theft or Accidental Damage occurs **within 90 days**, starting on the day of purchase or on the day of delivery of the Insured Good.

## EXCLUSIONS

Excluded of coverage are:

- An intentional act or deception by the Insured or one of his relatives (husband or wife, Partner, ascendant or descendant);
- Mysterious disappearance or loss;
- Damage of the Insured Good caused during transport or during processing by the vendor;
- Theft other than Aggravated Theft; simple theft is excluded;
- Normal wear or gradual degradation of the Insured Good due to erosion, corrosion, humidity or the effect of heat or cold on the Insured Good;
- A defect proper to the Insured Good;
- Non respect of the operating instructions, defined by the producer or distributor of this good;
- Production error;
- War or civil war;

- Embargo, confiscation, seizure or destruction by order of a government or public authority;
- Disintegration of the atomic nucleus or ionizing radiation;
- Items purchased for re sell.

**Insured Limits:** € 500 per Insured per Claim, with a maximum of € 1.000 per period of 12 consecutive months.

**Threshold:** The guarantee shall only apply for the Insured Good of the minimum purchase value of € 50 incl. VAT per insured item.

**Pairs and Sets:** when the Insured Good is a part of a pair or a set and after damage it appears that the individual item is irreplaceable or irreparable, the coverage will be applicable to the entire pair or set.

**Payment of the Indemnity:** When a Loss has been notified in accordance with the below mentioned terms and if the Insurer determines that it is covered by this insurance, the Insurer shall pay the Indemnity to the Insured within 10 calendar days after the date at which the Insurer has confirmed coverage.

## WHAT TO DO IN CASE OF A CLAIM

**In case of Loss:** immediately after determining the Aggravated Theft or the Accidental

Damage of an Insured Good, the Insured has to:

- in case of Aggravated Theft: lodge a complaint with the police within 48 hours;
- in all cases: declare the Loss to the Insurer by sending him the filled in and signed claims notification form as soon as possible and at latest 20 calendar days following the date of the insured Loss. 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 claims notification has to include all the proof of loss documents listed hereunder.**

### Proof of Loss:

- **In each case,** the Insured has to provide the Insurer with:
  - Credit card statement justifying the payment of the Insured Good with the Credit card,
  - each piece of evidence that can identify the Insured Good as well as the purchase price and date, such as invoice, receipt.

**In case of Aggravated Theft,** the Insured has to send the following documents to the Insurer:

- original police report
- each proof of the Loss, being:
  - in case of Theft with Assault: any evidence, such as a medical certificate or a written testimony, signed and dated by the witness and with statement of his name, surname, -
  - place and date of birth, address and profession.
  - in case of Theft through Break In: each document proving the damage, such as the estimate or invoice of the repair of the lock or lock mechanism or a copy of the declaration to the car insurance or fire or home insurance

**In case of Accidental Damage,** the Insured also has to send the following documents to the Insurer:

- the original of the estimate or the invoice of the repair, or
- the certificate of the vendor, which details the nature of the damage and certifies that the Insured Good is irreparable.

**The Insurer reserves its right to request any other document or piece of information necessary to validate the Loss and to determine the indemnity. The Insurer will open a claim file within 5 working days. The opening letter containing the claims reference, contact phone number, and the name of the claim adjuster will be sent to the Insured.**

## GENERAL PROVISIONS

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

**Loss adjustment and payment of the indemnity:** An expert can be sent by the Insurer to examine the circumstances of the Loss and to determine the amount of the indemnity.

**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 date of activation of the Credit card or 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.

**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, 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.

**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 his group, to subcontractors 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.

**SAFE ON LINE INSURANCE - ING Visa  
Classic TERMS AND CONDITIONS**

## DEFINITIONS

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 Belgium S.A., avenue Marnixlaan 24, 1000 Brussels

**Card:** any valid ING Visa Classic credit card issued by the Policyholder.

**Cardholder:** the person whose name is expressly stated on the Credit card.

**Insured:** Cardholder in his capacity of a private citizen and acting exclusively in the context of his/ her private life.

**Partner:** person with whom the Insured, as at the date of occurrence of the loss, constitutes a legal or de facto communal estate, who lives permanently at the same place of residence and who has the same home address. In this context, an original attestation issued by an official from the Population department will provide the necessary proof.

**Third Party:** any person other than the Insured, his spouse or Partner, child or parent.

**Insured Item:** all new material movable items purchased for private use which was bought during the policy term on the Internet from a Seller, provided that the purchased good is delivered to the Insured by mail or private transportation in Belgium, that the minimum purchase value of the purchased good is €50 (including VAT) and that the purchased good is not excluded from the cover.

**Seller:** merchant selling the Insured Item via internet.

**Non Compliance:** the delivered Insured Item does not correspond to the factory or distribution reference indicated on the order slip or is delivered with a failure preventing its proper functioning, is broken or incomplete.

**Non Delivery:** the Insured Item has not been delivered within 30 calendar days following the debit of the Insured's Account stated on the Insured Credit card statement.

**Online Payment:** any payment done online with a Credit card with or without PIN code, without signed bills or with no electronic signature and for which the Credit card of the Insured is debited.

**Loss:** occurrence of an event which is covered by this insurance.

## COVERAGE

### Delivery of the goods bought on the Internet

In case of problem occurring during the delivery of the Insured Item, the Insured will benefit from the cover described here below:  
- the Insured Item must have been paid for with the Credit card during the period of validity of the Credit card;  
- the transaction corresponding to this purchase must appear on the Credit card statement.

### Claims Process

**The indemnity is payable by the Insurer if no amicable satisfactory solution was found with the Seller, by the Insurer or the Insured, maximum 90 calendar days following the payment of the Insured Item.**

### In case of Non Delivery:

The Insurer will reimburse to the Insured the purchase price including VAT (delivery costs included) of the Insured Item in the limit of the amount effectively paid to the Seller with the Insured Credit card and within the insured limit mentioned in the clause "Amount of the Indemnity per Claim per Year".

### In case of Non Compliance Delivery:

- If the Seller accepts the return of the item, and sends a replacement item or reimburses the purchase value to the Insured, the insurance covers the costs to send the item back to the Seller in case these are not picked up by the Seller;  
- If the Seller accepts the return of the item but does not send a replacement item nor reimburses the purchase value to the Insured, the insurance covers the costs of returning the Insured Item to the Seller and the purchase value of the Insured Item (delivery costs excluded);  
- If the Seller does not accept the return of the Insured Item, the insurance covers the costs of sending the Insured Item to the Insurer and reimburses the purchase value of the Insured Item (delivery costs excluded).  
The purchase value of the Insured Item is considered including VAT, in the limit of the amount effectively paid to the Seller. The Insurer reserves its right to accomplish an expertise or an investigation at his own expenses in order to assess the circumstances and the extent of the loss.

## EXCLUSIONS

Are excluded from the cover the following items and the claims resulting from:  
- Living animals;  
- Perishable goods and food;  
- Drinks;  
- Plants;  
- Motorized vehicles;  
- Cash, shares, bonds, stocks, and any security or negotiable instrument;  
- Jewels or gems, art work, goldsmithery, silverware, with a value superior to €150;  
- Numerical data displayed or downloaded on internet (MP3, files, photos, software etc.);  
- Any performance of services purchased online;  
- Online performance of services;  
- Items used in a professional or industrial context;  
- Items purchased for re sell;  
- Items purchased on auction websites;  
- Intentional or criminal actions of Insured;  
- Damages caused intentionally on the Insured Item by the Insured;  
- Non delivery of the Insured Item resulting from a strike of the mail services or the carrier;  
- Damages caused by war, civil commotion, insurrection, rebellion, revolution or terrorism or acts of God;  
- Any claim resulting from fraudulent use of Credit card.

**Amount of the Indemnity per Claim per Year € 500** (including VAT) per claim per Insured per period of 12 consecutive months.

When the Insured Item is a part of a bigger whole and it appears that the individual item is unusable or irreplaceable, the purchase value of the whole will be reimbursed. The indemnity, all taxes included, will be transferred in Euros to the Insured on the bank account appointed by him.

## WHAT TO DO IN CASE OF A CLAIM

The Insured shall declare the Loss to the Insurer by sending him the filled in and signed claims notification form as soon as possible and at latest 20 calendar days following the date of the insured Loss. The claims notification

form can be found on the website [www.ing.be](http://www.ing.be) or requested from the Insurer on +32 2 290 61 00

**The claims notification has to include all the proof of loss documents listed hereunder.**

- **In case of Non-Compliant delivery**, the Insured is supposed to be informed of the loss as from the reception of the delivery or from the moment he is aware of the Non Compliance of the delivery.

- **In case of Non Delivery**, the Insured is supposed to be informed of the loss when the Insured Item was not delivered within the delay specified on the terms and conditions of sale of the Seller. Following the reception of the claims notification, the Insurer shall intervene, on the Insured's behalf, directly with the Seller or the transporter aiming at finding an amicable solution.

**Proof of loss documents to provide to the Insurer in case of non-delivery or non-compliance delivery:**

In order to get reimbursed, the Insured shall provide following proof of loss documents:

- The print of the purchase order confirmation (email), any confirmation of the order by the Seller or the print screen of the order;
- The copy of the Credit card statement or notice of debit from the Insured justifying the debited amount(s) of the order;
- In case of delivery by a private carrier: the delivery slip
- In case of delivery by mail: the tracking of the delivery in possession of the Insured;
- In case the Insured Item is sent back to the Seller: the receipt justifying of the freight with delivery confirmation charges.

**The Insurer reserves its right to request any other document or piece of information necessary to investigate the Loss and evaluate the amount of refund. The Insurer will open a claim file within 5 working days. The opening letter containing the claims reference, contact phone number, and the name of the claim adjuster will be sent to the Insured.**

**GENERAL PROVISIONS**

**Territorial Scope of Coverage:** For the coverage Safe on Line:

- Safe Online covers items purchased on websites domiciled in USA and European Union.
- The Insured Item shall be delivered in the country where the Credit card was issued.

**Loss adjustment and payment of the indemnity:** An expert can be sent by the Insurer to examine the circumstances of the Loss and to determine the amount of the indemnity.

**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 date of activation of the Credit card or 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.

**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](mailto: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](mailto:info@ombudsman.as) - internet: [www.ombudsman.as](http://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.

**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 his group, to subcontractors 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.

**TRAVEL ACCIDENT INSURANCE ING - Visa  
Classic  
General Conditions**

**DEFINITIONS Part 1**

**Policy n°** 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](http://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 Visa Classic 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 Cardholder travelling with or without the Cardholder.

**The Card:** the valid ING Visa Classic credit card, issued by the Policyholder.

**Cardholder:** The natural person, whose name is stated on the credit 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 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 practice 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 authorized 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 recognized 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.

## Hospitalization

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 or 30% of the total amount of the organized trip including the transport costs have been paid, before departing on the trip, with an insured credit card. 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 100.000 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 100.000 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 stabilization 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 stabilization.

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 organizing the repatriation.

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

### Insured limits

1. Limit of compensation
  - a) accidental death € 100.000
  - b) permanent invalidity following an accident € 100.000
  - c) body repatriation following accidental death, search and rescue costs € 30.000
2. Aggregate limit
 

The limit of 130.000 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 authorized 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 ionizing radiation, except where incurred during medical treatment which is necessary as the result of an injury included in the cover.
- Sport, including training, practiced professionally and/ or against payment, as well as the following sports practiced 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 practiced away from well-used and/ or officially marked pistes.
- Caving, rafting, canyoning, bungee jumping, deep sea diving
- Martial arts
- Competition with motorized 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-defense (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](http://www.ing.be) or requested from the Insurer on +32 2 516 98 35. 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 subparagraphs 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 subparagraphs 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@allianz-global-assistance.be](mailto: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](mailto:info@ombudsman.as) - internet: [www.ombudsman.as](http://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.