



## PURCHASE GUARENTEE with the Visa Gold Card

### **INSURANCE CERTIFICATE** 6.000 EUR

#### Chapter 1. DEFINITIONS

**Insured:** any natural person who is the holder of an insured credit card and whose name is printed on this card.

**Policyholder:** BNP Paribas Fortis SA/NV, Montagne du Parc/Warandeborg 3, B-1000 Brussels - VAT BE 0403.199.702

Brussels Register of Companies

**Insured credit card:** valid "BNP PARIBAS FORTIS VISA/MASTERCARD GOLD" card, issued by the policyholder.

**Insurer:** AG Insurance SA/NV, Boulevard E. Jacquain/E. Jacquainlaan 53, B-1000 Brussels, VAT BE 0404.494.849, Brussels Register of Companies

**Family:** the spouse or cohabitating partner of the insured and their children up to the age of 25.

**Third party:** any person other than the insured and his/her spouse or cohabitating partner and their descendants or ancestors.

**Insured item:** any new movable item intended for private use that is paid for with the insured credit card during the term of this policy, excluding perishable goods, beverages, live animals, plants, cash, foreign currency, traveller's cheques, transport documents or any other negotiable securities, jewellery or precious stones, fur, works of art, goldsmiths' or silversmiths' wares, motor vehicles, mobile telephones, electronic data downloaded via the Internet, goods that are used in a professional or industrial context, goods purchased via auction sites, pharmaceuticals or parapharmaceuticals, optical or medical equipment, any item that is custom-made and second-hand goods.

**Claim:** the occurrence of an event that is covered by one of the guarantees described in Chapter 2.

#### Chapter 2. GUARANTEES

##### 2.1.1. Definitions inherent to the guarantee:

- **Accidental damage:** any form of destruction, partial or complete damage of a purchased item due to an unforeseen, external and sudden event.
- **Aggression:** any form of physical or psychological violence by a third party with the intention of stealing the insured item.
- **Burglary:** the forcing, damaging or destruction of a lock mechanism.
- **Whole:** if the insured item forms part of a whole and it turns out that it cannot be used or replaced individually as a result of a claim, the guarantee will extend to the whole.
- **Aggravated theft:** theft involving burglary or aggression..

##### 2.1.1. Subject of the guarantee

- This guarantee is payable within the limits set for it:
- in case of aggravated theft: the purchase price of the stolen item;
  - in case of accidental damage caused to the

insured item: the repair costs of this item or, if these costs exceed the purchase price of the item or if the item cannot be repaired, the purchase price of this item.

The guarantee is acquired to the extent in which the aggravated theft or accidental damage occurs within 120 days of the purchase or delivery. Aggravated theft or accidental damage to a series of insured items that form a whole will be regarded as one and the same claim.

##### 2.1.1. Insured amount:

Payment by the insurer for this guarantee is limited to EUR 3,000 per claim and a maximum of two claims per calendar year.

##### 2.1.1. Exemption:

An exemption of EUR 75 per claim applies.

##### 2.1.1. Exclusions:

The insurer will not pay in case of:

- normal wear and tear or gradual deterioration of the insured item due to erosion, corrosion, damp or the influence of heat or cold on this item;
- a defect that is inherent to the insured item;
- the failure to comply with instructions for use or maintenance as recommended by the manufacturer or distributor of the item;
- the loss or disappearance of the insured item;
- accidental damage caused to the insured item by pets which the insured owns or is looking after at the time of the claim;
- damage caused during transport or handling by the seller;
- theft of an insured item left behind in an unsupervised vehicle;

#### Chapter 3. GENERAL EXCLUSIONS

The insurer will not pay for damage that arises directly or indirectly from the following events:

- war or civil war;
- riot, civil commotion or collective acts of violence with political, ideological or social undercurrents, whether or not accompanied by uprisings against the government or any established force, if the insured actively participates therein;
- extortion in all its forms;
- nuclear fission or fusion, radioactivity or ionising radiation with the exception of medical radiotherapy;
- a structural change of the atomic nucleus;
- natural disasters;
- intent, fraud or collusion by the insured, his/her spouse or partner, their relatives by marriage in the direct line or blood relatives in the collateral line or by members of his/her family

## Chapter 4 OBLIGATIONS IN CASE OF DAMAGE

### 4.1 For all guarantees

The insured must submit a duly completed and signed claim form (issued by the insurer upon simple request) to the insurer within no more than eight calendar days. This period commences on the date of the damage.

The insurer reserves the right to request any document from the insured that could be of any use in determining and assessing the claim and in evaluating the compensation. The insured must follow the guidelines of the insurer and undertake all steps that the insurer prescribes.

### 4.2 For the 'Purchase guarantee'

The insured must submit the following documents to the insurer in all cases:

- the original purchase invoice, cash receipt or delivery slip of the purchased item mentioning the date of purchase and the specifications of the purchased item;
- proof of payment of the item with the insured credit card;
- a copy of the monthly statement for the insured credit card that reflects the payment of the purchased item.

In case of repair of the purchased item, the insured must also submit a quotation or offer from an official repairer to the insurer.

### 4.3 Sanctions

If the insured fails to comply with the obligations of this chapter, the insurer may reduce its obligations by the amount of the loss it has suffered.

The insurer can refuse cover if the insured fails with fraudulent intent to comply with the obligations of this chapter.

#### IN CASE OF DAMAGE

Teleclaims during office hours : 02/664.45.25

E-mail: [goldcardinsurance@aginsurance.be](mailto:goldcardinsurance@aginsurance.be)

Fax: 02/664.40.73

If you have any questions or comments relating to your contract or a claim, please do not hesitate to contact your branch or our services. They will make every effort to assist you.

If your problem remains unsolved, you can write to:

AG Insurance SA/NV  
Klachtenbeheer/ Service de Gestion des Plaintes  
Boulevard Emile Jacqmain/Emile Jacqmainlaan 35  
1000 Brussels  
E-mail: [customercomplaints@aginsurance.be](mailto:customercomplaints@aginsurance.be)

If you are not satisfied with the solution proposed by the insurance company, you may refer the dispute, without prejudice to any legal remedy, to:

The Insurance Ombudsman  
Square de Meeûs/De Meeûsplantsoen 35  
1000 Brussels  
[www.ombudsman.as](http://www.ombudsman.as)

## CHAPTER 5. ADMINISTRATIVE PROVISIONS

### 5.1. Commencement of the insurance

The guarantees commence on the date that the holder receives the insured card, but not earlier than the commencement date of the insurance contract that the policyholder has taken out with the insurer to cover the guarantees mentioned in this policy.

Items or trips that were paid for prior to the commencement date of the aforementioned insurance contract are not insured (even if the claim occurs after this date).

### 5.2. End of the insurance

The insurance ends, even for items that have already been paid, in case of:

- non-renewal of the insured credit card;
- cancellation of the insured credit card;
- the termination of the insurance contract, for any reason, as entered into between the policyholder and the insurer to cover the guarantees mentioned in this policy.

### 5.3. Amendment of the insurance terms

On condition that insured parties are notified at least 30 days in advance, the insurer and the policyholder may jointly decide to amend the insurance premiums (or premium rate), terms or guarantees.

If the insured does not agree to an amendment, he/she can return the insured credit card within 30 days of notice of that amendment.

In the absence of any notice to that effect, the new terms will be regarded as accepted.

However, the return of the insured credit card can never give cause for the refund of any premium.

### 5.4. Prescription

Any action arising from this contract prescribes after three years. This period commences on the date of occurrence of the event that gives rise to the action.

### 5.5. Recovery and subrogation of the insurer

The insurer reserves the right to recover all compensation that has been paid in error from the insured and is subrogated to the insured's rights against liable third parties up to the amount of this compensation.

### 5.6. Scope of application

The cover is valid worldwide.

### 5.7. Terrorism

Membership of TRIP

The insurance covers acts of terrorism in certain cases. For this purpose, the insurance company is a member of the non-profit association TRIP, which has its registered office at Square de Meeûs/De Meeûsplantsoen 35, 1000 Brussels. Pursuant to the Belgian Act of 1 April 2007 on insurance against damage caused by terrorism, the performance of all obligations by all insurance companies that are members of this non-profit association is limited to one billion euros per calendar year for the damage caused by all events that are recognised as acts of terrorism during that calendar year. This amount is adjusted on 1 January of each year in line with developments in the consumer price index, for which purpose the index figure of December 2005 is taken as the basis. In the event of any statutory or regulatory amendment of this basic amount, the altered amount will apply automatically from

the first renewal date after the amendment, unless the legislature expressly provides for a different transitional arrangement. If the total of the calculated or estimated compensation exceeds the amount mentioned in the previous paragraph, a proportionality rule will be applied: the compensation to be paid out will be limited to the ratio between the amount mentioned in the previous paragraph or the funds still available for that calendar year and the compensation to be paid that is allocated to that calendar year.

#### Payment scheme

The Committee decides, according to the aforementioned Belgian Act of 1 April 2007, whether an event conforms to the definition of terrorism. To ensure that the amount mentioned in the section 'Membership of TRIP' is not exceeded, this Committee determines the percentage of the compensation that must be paid as a result of the event, by the insurance companies that are members of this non-profit association, no later than six months after the event occurs. The Committee may revise this percentage in the decision regarding the percentage of compensation to be paid. The insured or the beneficiary can only lay claim to the compensation from the insurance company once the Committee has fixed the percentage. The insurance company pays the insured amount in accordance with the percentage fixed by the Committee. Notwithstanding the above, if another percentage is fixed by Royal Decree, the insurance company will pay according to this percentage. If the Committee reduces the percentage, the reduction of compensation will not apply to compensation that has already been paid out, or to compensation that is still to be paid out but where the insurance company has already communicated a decision to the insured or the beneficiary. If the Committee increases the percentage, the increase in compensation will apply to all reported claims arising from the event that is recognised as terrorism. If the Committee finds that the amount mentioned in the section on 'Membership of TRIP' is inadequate to compensate all damage suffered or has insufficient information to be able to assess whether this amount is adequate, people will receive compensation for damage in order of priority. Compensation for moral (i.e. non-material) damage will be paid after all other compensation. Any restriction, exclusion and/or distribution in the time of performance of the obligations by the insurance company, as laid down in a Royal Decree, will apply according to the terms and conditions set out in that Royal Decree.

#### 5.8. Handling of personal data

The insured consents to the registration and processing of his/her personal data by AG Insurance SA/NV, which is the responsible party for processing, for the purpose of managing the relationships that arise from the insurance contract, preventing abuse and fraud, compiling statistics and tests, and direct marketing of products promoted by companies of the financial groups to which AG Insurance SA/NV belongs. The insured consents to the exchange of this data among AG Insurance SA/NV and the companies of the group to which AG Insurance SA/NV belongs, as well as to the disclosure thereof to other third parties if this is required for the performance of

the insurance contract or in case of lawful interest.

Access to the personal data is limited to the persons who require it for the performance of their duties.

The refusal by the party concerned to provide certain personal data to AG Insurance SA/NV on request may alter or affect the nature of contractual relationships.

The party concerned gives his/her express and specific agreement to AG Insurance SA/NV processing his/her personal medical data under the responsibility of a professional in healthcare and, under the same conditions, to processing by any reinsurers or co-insurers established in Belgium or abroad.

Such data may be obtained from other parties if it is required for the purposes of processing or for the performance of the contract. Personal medical data is processed for the purposes referred to above, with the exception of direct marketing.

The insured is entitled to prevent the use of his/her personal data for direct marketing, on request and free of charge. The insured is entitled to access his/her personal data and have it amended, if required. The insured must address a dated and signed written request to the insurer for this purpose.

#### 5.9. Correspondence

Any notice or request relating to these terms and conditions will be sent validly to the policyholder and the insurer if it is sent to their respective head offices in Belgium.

Any notice to the insured will be given validly if it is sent to his/her last known address at the policyholder.

#### 5.10. Legislation

This contract shall be governed by and construed in accordance with Belgian legislation.

Any disputes are subject to the exclusive jurisdiction of the Belgian courts



**PURCHASE GUARENTEE INTERNET with the Visa Gold Card**

**INSURANCE CERTIFICATE**

**1.000 EUR**

**Chapter 1. DEFINITIONS**

**Insured:** any natural person who is the holder of an insured credit card and whose name is printed on this card.

**Policyholder:** BNP Paribas Fortis SA/NV, Montagne du Parc/Warandeborg 3, B-1000 Brussels - VAT BE 0403.199.702

Brussels Register of Companies

**Insured credit card:** valid "BNP PARIBAS FORTIS VISA/MASTERCARD GOLD" card, issued by the policyholder.

**Insurer:** AG Insurance SA/NV, Boulevard E. Jacquain/E. Jacquainlaan 53, B-1000 Brussels, VAT BE 0404.494.849, Brussels Register of Companies

**Family:** the spouse or cohabitating partner of the insured and their children up to the age of 25.

**Third party:** any person other than the insured and his/her spouse or cohabitating partner and their descendants or ancestors.

**Insured item:** any new movable item intended for private use that is paid for with the insured credit card during the term of this policy, excluding perishable goods, beverages, live animals, plants, cash, foreign currency, traveller's cheques, transport documents or any other negotiable securities, jewellery or precious stones, fur, works of art, goldsmiths' or silversmiths' wares, motor vehicles, mobile telephones, electronic data downloaded via the Internet, goods that are used in a professional or industrial context, goods purchased via auction sites, pharmaceuticals or parapharmaceuticals, optical or medical equipment, any item that is custom-made and second-hand goods.

**Claim:** the occurrence of an event that is covered by one of the guarantees described in Chapter 2.

**Chapter 2. GUARANTEES**

**2.1.1. Definitions inherent to the guarantee:**

- **Defective delivery:** the insured item is damaged, broken or incomplete;
- **Non-compliant delivery:** the purchased and received item is inconsistent with the reference of the manufacturer or distributor stated on the delivery slip;
- **Non-delivery:** the insured item is not delivered within 90 calendar days of the date of purchase;
- **online payment:** payment via the Internet with the insured credit card, using or without using the secret code (PIN code), for which the insured's bank account is debited and whose amount is reflected on the statement of the insured credit card;
- **Seller:** any trader who sells an insured item via the Internet.

**2.1.1. Subject of the guarantee:**

If the insured item was purchased and paid for via the Internet, the insurer will pay within the limits set for this guarantee:

- a) in case of non-compliant delivery within 90 days of purchase:
- if the seller accepts the return of the insured

item and sends a replacement item or refunds the insured: the costs of returning the insured item to the seller if the seller does not pay for these costs;

- if the seller accepts the return of the insured item but does not send any replacement item or refund the insured within 90 days of the return of the non-compliant item: the costs of returning the insured item to the seller and the purchase price of the insured item (without postage charges);
- if the seller does not accept the return of the insured item: the costs of returning the insured item to the insurer and the purchase price of the insured item (without postage charges).

The non-compliance of the delivered item must be acknowledged within 30 days of receipt of the purchased item.

b) in case of defective delivery within 90 days of purchase: the refund of the purchase price of the insured item to the insured.

c) in case of non-delivery within 90 days of purchase: the refund of the purchase price of the insured item (including postage charges) to the insured.

**2.1.1. Insured amount:**

Payment by the insurer for this guarantee is limited to EUR 1,000 per claim, a maximum of EUR 1,000 per calendar year and a maximum of two claims per calendar year.

**2.1.1. Exemption:**

An exemption of EUR 50 per claim applies.

**2.1.1. Exclusions:**

- The insurer will not pay:
- in case of the non-delivery of the insured item because of a strike by the postal or courier service;
  - if the insured item has a hidden defect;
  - for the indirect consequences of the non-delivery, defective delivery or non-compliant delivery of the purchased item;
  - if there are problems with the quality of a service purchased online;
  - in case of cosmetic damage, such as scratches, stains or loss of colour that does not hinder the functioning or use of the item;
  - in case of non-compliant or damaged items that fall under the manufacturer's or seller's warranty;
  - in case of damage that is already covered by another guarantee mentioned in this chapter;
  - in case of damage that is intentionally caused to the insured item by the insured or by his/her partner or family.

**Chapter 3. GENERAL EXCLUSIONS**

The insurer will not pay for damage that arises directly or indirectly from the following events:

- war or civil war;
- riot, civil commotion or collective acts of violence with political, ideological or social undercurrents, whether or not accompanied by uprisings against the government or any established force, if the insured actively participates therein;
- extortion in all its forms;
- nuclear fission or fusion, radioactivity or ionising radiation with the exception of medical radiotherapy;
- a structural change of the atomic nucleus;
- natural disasters;
- intent, fraud or collusion by the insured, his/her spouse or partner, their relatives by marriage in the direct line or blood relatives in the collateral line or by members of his/her family

## Chapter 4 OBLIGATIONS IN CASE OF DAMAGE

### 4.1 For all guarantees

The insured must submit a duly completed and signed claim form (issued by the insurer upon simple request) to the insurer within no more than eight calendar days. This period commences on the date of the damage.

The insurer reserves the right to request any document from the insured that could be of any use in determining and assessing the claim and in evaluating the compensation. The insured must follow the guidelines of the insurer and undertake all steps that the insurer prescribes.

### 4.2 For the 'Internet purchase guarantee'

The insured must submit the following documents to the insurer in all cases:

- the original purchase invoice, delivery slip or e-mail from the seller stating the date of purchase and describing the purchased item;
- proof of payment of the item with the insured credit card;
- proof of delivery of the purchased item such as the delivery slip of a private courier service or receipt if delivery took place by post.

In case of non-compliant delivery, the insured must submit the following to the insurer:

- a declaration including a full description of the received item and the reason why it does not comply with the specifications of the ordered item;
- proof of the postage costs if the item was returned to the seller or any other document that can be of use to the insurer in assessing the claim.

In case of non-delivery of the purchased item, the insured must submit a declaration to the insurer stating that the purchased item has not been delivered.

In case of defective delivery, the insured must:

- submit a duly completed declaration to the insurer including a description of the item received and the reason why it is broken, damaged or incomplete;
- keep the item available for the insurer.

### 4.3 Sanctions

If the insured fails to comply with the obligations of this chapter, the insurer may reduce its obligations by the amount of the loss it has suffered.

The insurer can refuse cover if the insured fails with fraudulent intent to comply with the obligations of this chapter.

## 4.4

### IN CASE OF DAMAGE

Teleclaims during office hours : 02/664.45.25

E-mail: [goldcardinsurance@aginsurance.be](mailto:goldcardinsurance@aginsurance.be)

Fax: 02/664.40.73

If you have any questions or comments relating to your contract or a claim, please do not hesitate to contact your branch or our services. They will make every effort to assist you.

If your problem remains unsolved, you can write to:

AG Insurance SA/NV  
Klachtenbeheer / Service de Gestion des Plaintes  
Boulevard Emile Jacqmain/Emile Jacqmainlaan 53  
1000 Brussels

E-mail: [customercomplaints@aginsurance.be](mailto:customercomplaints@aginsurance.be)

If you are not satisfied with the solution proposed by the insurance company, you may refer the dispute, without prejudice to any legal remedy, to:

The Insurance Ombudsman  
Square de Meeûs/De Meeûsplantsoen 35  
1000 Brussels  
[www.ombudsman.as](http://www.ombudsman.as)

## CHAPTER 5. ADMINISTRATIVE PROVISIONS

### 5.1. Commencement of the insurance

The guarantees commence on the date that the holder receives the insured card, but not earlier than the commencement date of the insurance contract that the policyholder has taken out with the insurer to cover the guarantees mentioned in this policy.

Items or trips that were paid for prior to the commencement date of the aforementioned insurance contract are not insured (even if the claim occurs after this date).

### 5.2. End of the insurance

The insurance ends, even for items that have already been paid, in case of:

- non-renewal of the insured credit card;
- cancellation of the insured credit card;
- the termination of the insurance contract, for any reason, as entered into between the policyholder and the insurer to cover the guarantees mentioned in this policy.

### 5.3. Amendment of the insurance terms

On condition that insured parties are notified at least 30 days in advance, the insurer and the policyholder may jointly decide to amend the insurance premiums (or premium rate), terms or guarantees.

If the insured does not agree to an amendment, he/she can return the insured credit card within 30 days of notice of that amendment.

In the absence of any notice to that effect, the new terms will be regarded as accepted. However, the return of the insured credit card can never give cause for the refund of any premium.

### 5.4. Prescription

Any action arising from this contract prescribes after three years. This period commences on the date of occurrence of the event that gives rise to the action.

### 5.5. Recovery and subrogation of the insurer

The insurer reserves the right to recover all compensation that has been paid in error from the insured and is subrogated to the insured's rights against liable third parties up to the amount of this compensation.

### 5.6. Scope of application

The cover is valid worldwide.

### 5.7. Terrorism

Membership of TRIP

The insurance covers acts of terrorism in certain cases. For this purpose, the insurance company is a member of the non-profit association TRIP, which has its registered office at Square de Meeûs/De Meeûsplantsoen 35, 1000 Brussels. Pursuant to the Belgian Act of 1 April 2007 on insurance against damage caused by terrorism, the performance of all obligations by all insurance companies that are members of this non-profit association is limited to one billion euros per calendar year for the damage caused by all events that are recognised as acts of terrorism during that calendar year. This amount is adjusted on 1 January of each year in line with developments in the consumer price index, for which purpose the index figure of December 2005 is taken as the basis. In the event of any statutory or regulatory amendment of this basic amount, the altered amount will apply automatically from the first renewal date after the amendment, unless the legislature expressly provides for a different transitional arrangement.

If the total of the calculated or estimated compensation exceeds the amount mentioned in the previous paragraph, a proportionality rule will be applied: the compensation to be paid out will be limited to the ratio between the amount mentioned in the previous paragraph or the funds still available for that calendar year and the compensation to be paid that is allocated to that calendar year.

Payment scheme

The Committee decides, according to the aforementioned Belgian Act of 1 April 2007, whether an event conforms to the definition of terrorism. To ensure that the amount mentioned in the section 'Membership of TRIP' is not exceeded, this Committee determines the percentage of the compensation that must be paid as a result of the event, by the insurance companies that are members of this non-profit association, no later than six months after the event occurs. The Committee may revise this percentage in the decision regarding the percentage of compensation to be paid.

The insured or the beneficiary can only lay claim to the compensation from the insurance company once the Committee has fixed the percentage. The insurance company pays the insured amount in accordance with the percentage fixed by the Committee. Notwithstanding the above, if another percentage is fixed by Royal Decree, the insurance company will pay according to this percentage.

If the Committee reduces the percentage, the reduction of compensation will not apply to compensation that has already been paid out, or to compensation that is still to be paid out but where the insurance company has already communicated a decision to the insured or the beneficiary. If the Committee increases the percentage, the increase in compensation will apply to all reported claims arising from the event that is recognised as terrorism. If the Committee finds that the amount mentioned in the section on 'Membership of TRIP' is inadequate to compensate all damage suffered or has insufficient information to be able to assess whether this amount is adequate, people will receive compensation for damage in order of

priority. Compensation for moral (i.e. non-material) damage will be paid after all other compensation.

Any restriction, exclusion and/or distribution in the time of performance of the obligations by the insurance company, as laid down in a Royal Decree, will apply according to the terms and conditions set out in that Royal Decree.

### 5.8. Handling of personal data

The insured consents to the registration and processing of his/her personal data by AG Insurance SA/NV, which is the responsible party for processing, for the purpose of managing the relationships that arise from the insurance contract, preventing abuse and fraud, compiling statistics and tests, and direct marketing of products promoted by companies of the financial groups to which AG Insurance SA/NV belongs.

The insured consents to the exchange of this data among AG Insurance SA/NV and the companies of the group to which AG Insurance SA/NV belongs, as well as to the disclosure thereof to other third parties if this is required for the performance of the insurance contract or in case of lawful interest.

Access to the personal data is limited to the persons who require it for the performance of their duties.

The refusal by the party concerned to provide certain personal data to AG Insurance SA/NV on request may alter or affect the nature of contractual relationships.

The party concerned gives his/her express and specific agreement to AG Insurance SA/NV processing his/her personal medical data under the responsibility of a professional in healthcare and, under the same conditions, to processing by any reinsurers or co-insurers established in Belgium or abroad.

Such data may be obtained from other parties if it is required for the purposes of processing or for the performance of the contract. Personal medical data is processed for the purposes mentioned above, with the exception of direct marketing.

The insured is entitled to prevent the use of his/her personal data for direct marketing, on request and free of charge. The insured is entitled to access his/her personal data and have it amended, if required. The insured must address a dated and signed written request to the insurer for this purpose.

### 5.9. Correspondence

Any notice or request relating to these terms and conditions will be sent validly to the policyholder and the insurer if it is sent to their respective head offices in Belgium.

Any notice to the insured will be given validly if it is sent to his/her last known address at the policyholder.

### 5.10. Legislation

This contract shall be governed by and construed in accordance with Belgian legislation. Any disputes are subject to the exclusive jurisdiction of the Belgian courts



## CARD FRAUD INSURANCE with the Visa Gold Card

### INSURANCE CERTIFICATE 100% coverage

#### Chapter 1. DEFINITIONS

**Insured:** any natural person who is the holder of an insured credit card and whose name is printed on this card.

**Policyholder:** BNP Paribas Fortis SA/NV, Montagne du Parc/Warandeborg 3, B-1000 Brussels - VAT BE 0403.199.702

Brussels Register of Companies

**Insured credit card:** valid "BNP PARIBAS FORTIS VISA/MASTERCARD GOLD" card, issued by the policyholder.

**Insurer:** AG Insurance SA/NV, Boulevard E. Jacquain/E. Jacquainlaan 53, B-1000 Brussels, VAT BE 0404.494.849, Brussels Register of Companies

**Family:** the spouse or cohabitating partner of the insured and their children up to the age of 25.

**Third party:** any person other than the insured and his/her spouse or cohabitating partner and their descendants or ancestors.

**Insured item:** any new movable item intended for private use that is paid for with the insured credit card during the term of this policy, excluding perishable goods, beverages, live animals, plants, cash, foreign currency, traveller's cheques, transport documents or any other negotiable securities, jewellery or precious stones, fur, works of art, goldsmiths' or silversmiths' wares, motor vehicles, mobile telephones, electronic data downloaded via the Internet, goods that are used in a professional or industrial context, goods purchased via auction sites, pharmaceuticals or parapharmaceuticals, optical or medical equipment, any item that is custom-made and second-hand goods.

**Claim:** the occurrence of an event that is covered by one of the guarantees described in Chapter 2.

#### Chapter 2. GUARANTEES

##### 2.1.1. Subject of the guarantee:

The insurer pays within the limits set for this guarantee for:

- the refund of purchases or cash withdrawals made fraudulently by a third party with the insured credit card after its loss or theft and before the insured reported the loss or theft to CARD STOP on 070 344 344.
- the cost price of replacing the lost or stolen card.

##### 2.1.1. Insured amount:

Payment by the insurer for this guarantee is limited to EUR 150 per claim and a maximum of EUR 300 per calendar year.

Payment for the replacement of the insured card is limited to EUR 25 per claim and a maximum of EUR 50 per calendar year.

##### 2.1.1. Exemption:

No exemption applies.

##### 2.1.1. Exclusions:

The insurer will not pay in case of:

- fraudulent use arising from a deliberate error by or complicity of the insured, or if the card and its PIN code are kept together and/or are not kept in a safe place;
- fraudulent use by the insured's spouse or partner, his/her relatives by marriage in the direct line, blood relatives in the collateral line or a resident member of the family

#### Chapter 3. GENERAL EXCLUSIONS

The insurer will not pay for damage that arises directly or indirectly from the following events:

- war or civil war;
- riot, civil commotion or collective acts of violence with political, ideological or social undercurrents, whether or not accompanied by uprisings against the government or any established force, if the insured actively participates therein;
- extortion in all its forms;
- nuclear fission or fusion, radioactivity or ionising radiation with the exception of medical radiotherapy;
- a structural change of the atomic nucleus;
- natural disasters;
- intent, fraud or collusion by the insured, his/her spouse or partner, their relatives by marriage in the direct line or blood relatives in the collateral line or by members of his/her family

#### Chapter 4 OBLIGATIONS IN CASE OF DAMAGE

##### 4.1 For all guarantees

The insured must submit a duly completed and signed claim form (issued by the insurer upon simple request) to the insurer within no more than eight calendar days. This period commences on the date of the damage.

The insurer reserves the right to request any document from the insured that could be of any use in determining and assessing the claim and in evaluating the compensation. The insured must follow the guidelines of the insurer and undertake all steps that the insurer prescribes.

##### 4.2 For the 'Card fraud' guarantee

In all cases, other than force majeure, the insured must:

- report the loss or theft of the insured credit card to the policyholder without delay and immediately contact Card Stop on 070 344 344 in order to have the card blocked;
- lodge a complaint at the police within 48 hours of discovering the theft and immediately submit a copy of the official police report to the insurer;
- give the Card Stop reference number for the blocking of the card to the insurer.

In case of fraudulent use of the insured credit card,

the insured must send a copy of the bank documents reflecting the amounts that have been fraudulently removed from his/her bank account using the insured credit card to the insurer.

#### 4.3 Sanctions

If the insured fails to comply with the obligations of this chapter, the insurer may reduce its obligations by the amount of the loss it has suffered.

The insurer can refuse cover if the insured fails with fraudulent intent to comply with the obligations of this chapter.

#### IN CASE OF DAMAGE

Teleclaims during office hours : 02/664.45.25

E-mail: [goldcardinsurance@aginsurance.be](mailto:goldcardinsurance@aginsurance.be)  
Fax: 02/664.40.73

If you have any questions or comments relating to your contract or a claim, please do not hesitate to contact your branch or our services. They will make every effort to assist you.

If your problem remains unsolved, you can write to:

AG Insurance SA/NV  
Klachtenmanagement / Service de Gestion des Plaintes  
Boulevard Emile Jacqmain/Emile Jacqmainlaan 53  
1000 Brussels  
E-mail: [customercomplaints@aginsurance.be](mailto:customercomplaints@aginsurance.be)

If you are not satisfied with the solution proposed by the insurance company, you may refer the dispute, without prejudice to any legal remedy, to:

The Insurance Ombudsman  
Square de Meeûs/De Meeûsplantsoen 35  
1000 Brussels  
[www.ombudsman.as](http://www.ombudsman.as)

## CHAPTER 5. ADMINISTRATIVE PROVISIONS

### 5.1. Commencement of the insurance

The guarantees commence on the date that the holder receives the insured card, but not earlier than the commencement date of the insurance contract that the policyholder has taken out with the insurer to cover the guarantees mentioned in this policy.

Items or trips that were paid for prior to the commencement date of the aforementioned insurance contract are not insured (even if the claim occurs after this date).

### 5.2. End of the insurance

The insurance ends, even for items that have already been paid, in case of:

- non-renewal of the insured credit card;
- cancellation of the insured credit card;
- the termination of the insurance contract, for any reason, as entered into between the policyholder and the insurer to cover the guarantees mentioned in this policy.

### 5.3. Amendment of the insurance terms

On condition that insured parties are notified at least 30 days in advance, the insurer and the policyholder may jointly decide to amend the insurance premiums (or premium rate), terms or guarantees.

If the insured does not agree to an amendment, he/she can return the insured credit card within 30 days of notice of that amendment. In the absence of any notice to that effect, the new terms will be regarded as accepted. However, the return of the insured credit card can never give cause for the refund of any premium.

### 5.4. Prescription

Any action arising from this contract prescribes after three years. This period commences on the date of occurrence of the event that gives rise to the action.

### 5.5. Recovery and subrogation of the insurer

The insurer reserves the right to recover all compensation that has been paid in error from the insured and is subrogated to the insured's rights against liable third parties up to the amount of this compensation.

### 5.6. Scope of application

The cover is valid worldwide.

### 5.7. Terrorism

Membership of TRIP

The insurance covers acts of terrorism in certain cases. For this purpose, the insurance company is a member of the non-profit association TRIP, which has its registered office at Square de Meeûs/De Meeûsplantsoen 35, 1000 Brussels. Pursuant to the Belgian Act of 1 April 2007 on insurance against damage caused by terrorism, the performance of all obligations by all insurance companies that are members of this non-profit association is limited to one billion euros per calendar year for the damage caused by all events that are recognised as acts of terrorism during that calendar year. This amount is adjusted on 1 January of each year in line with developments in the consumer price index, for which purpose the index figure of December 2005 is taken as the basis. In the event of any statutory or regulatory amendment of this basic amount, the altered amount will apply automatically from the first renewal date after the amendment, unless the legislature expressly provides for a different transitional arrangement.

If the total of the calculated or estimated compensation exceeds the amount mentioned in the previous paragraph, a proportionality rule will be applied: the compensation to be paid out will be limited to the ratio between the amount mentioned in the previous paragraph or the funds still available for that calendar year and the compensation to be paid that is allocated to that calendar year.

Payment scheme

The Committee decides, according to the aforementioned Belgian Act of 1 April 2007, whether an event conforms to the definition of terrorism. To ensure that the amount mentioned in the section 'Membership of TRIP' is not exceeded, this Committee determines the percentage of the compensation that must be paid as a result of the event, by the insurance companies that are members of this non-profit association, no later than six months after the event occurs. The Committee may revise this percentage in the decision regarding the percentage of compensation to be paid.

The insured or the beneficiary can only lay claim to the compensation from the insurance company once the Committee has fixed the percentage. The

insurance company pays the insured amount in accordance with the percentage fixed by the Committee. Notwithstanding the above, if another percentage is fixed by Royal Decree, the insurance company will pay according to this percentage. If the Committee reduces the percentage, the reduction of compensation will not apply to compensation that has already been paid out, or to compensation that is still to be paid out but where the insurance company has already communicated a decision to the insured or the beneficiary. If the Committee increases the percentage, the increase in compensation will apply to all reported claims arising from the event that is recognised as terrorism. If the Committee finds that the amount mentioned in the section on 'Membership of TRIP' is inadequate to compensate all damage suffered or has insufficient information to be able to assess whether this amount is adequate, people will receive compensation for damage in order of priority. Compensation for moral (i.e. non-material) damage will be paid after all other compensation.

Any restriction, exclusion and/or distribution in the time of performance of the obligations by the insurance company, as laid down in a Royal Decree, will apply according to the terms and conditions set out in that Royal Decree.

#### **5.8. Handling of personal data**

The insured consents to the registration and processing of his/her personal data by AG Insurance SA/NV, which is the responsible party for processing, for the purpose of managing the relationships that arise from the insurance contract, preventing abuse and fraud, compiling statistics and tests, and direct marketing of products promoted by companies of the financial groups to which AG Insurance SA/NV belongs.

The insured consents to the exchange of this data among AG Insurance SA/NV and the companies of the group to which AG Insurance SA/NV belongs, as well as to the disclosure thereof to other third parties if this is required for the performance of the insurance contract or in case of lawful interest.

Access to the personal data is limited to the persons who require it for the performance of their duties.

The refusal by the party concerned to provide certain personal data to AG Insurance SA/NV on request may alter or affect the nature of contractual relationships.

The party concerned gives his/her express and specific agreement to AG Insurance SA/NV processing his/her personal medical data under the responsibility of a professional in healthcare and, under the same conditions, to processing by any reinsurers or co-insurers established in Belgium or abroad.

Such data may be obtained from other parties if it is required for the purposes of processing or for the performance of the contract. Personal medical data is processed for the purposes referred to above, with the exception of direct marketing.

The insured is entitled to prevent the use of his/her personal data for direct marketing, on request and free of charge. The insured is entitled to access his/her personal data and have it amended, if required. The insured must address a dated and signed written request to the insurer for this purpose.

#### **5.9. Correspondence**

Any notice or request relating to these terms and conditions will be sent validly to the policyholder and the insurer if it is sent to their respective head offices in Belgium.

Any notice to the insured will be given validly if it is sent to his/her last known address at the policyholder.

#### **5.10. Legislation**

This contract shall be governed by and construed in accordance with Belgian legislation.

Any disputes are subject to the exclusive jurisdiction of the Belgian courts



TRAVEL CANCELLATION INSURANCE with the Visa Gold Card

**Insurance Certificate**  
6.500 EUR

**Chapter 1. DEFINITIONS**

**Insured:** any natural person who is the holder of an insured credit card and whose name is printed on this card.

**Policyholder:** BNP Paribas Fortis SA/NV, Montagne du Parc/Warandeborg 3, B-1000 Brussels - VAT BE 0403.199.702

Brussels Register of Companies

**Insured credit card:** valid "BNP PARIBAS FORTIS VISA/MASTERCARD GOLD" card, issued by the policyholder.

**Insurer:** AG Insurance SA/NV, Boulevard E. Jacquain/E. Jacquainlaan 53, B-1000 Brussels, VAT BE 0404.494.849, Brussels Register of Companies

**Family:** the spouse or cohabitating partner of the insured and their children up to the age of 25.

**Third party:** any person other than the insured and his/her spouse or cohabitating partner and their descendants or ancestors.

**Insured item:** any new movable item intended for private use that is paid for with the insured credit card during the term of this policy, excluding perishable goods, beverages, live animals, plants, cash, foreign currency, traveller's cheques, transport documents or any other negotiable securities, jewellery or precious stones, fur, works of art, goldsmiths' or silversmiths' wares, motor vehicles, mobile telephones, electronic data downloaded via the Internet, goods that are used in a professional or industrial context, goods purchased via auction sites, pharmaceuticals or parapharmaceuticals, optical or medical equipment, any item that is custom-made and second-hand goods.

**Claim:** the occurrence of an event that is covered by one of the guarantees described in Chapter 2.

**Chapter 2. GUARANTEES**

**2.1.1. Definitions inherent to the guarantee:**

- **Serious material damage:** any material damage (fire, theft, water damage, explosion, collapse) to the insured's land and buildings or to the professional locations where he/she practices a profession or runs a business, the seriousness of which requires the urgent presence of the insured at the scene to take the necessary protective measures or causes the police force to require his/her presence.

- **Accident:** a sudden event that causes physical injury, the cause or one of the causes of which is external to the victim's person and is established by a competent medical authority, and as a result of which it is impossible to go on the booked trip.

- **Illness:** any change in the state of health, established by a competent medical authority, as a result of which it is impossible to go on the booked trip.

- **Insured trip:** any travel of more than 100 km from the insured's domicile for a maximum of 120 consecutive days.

**2.1.1. Subject of the guarantee**

Within the limits set for this guarantee, the

insurer will pay the costs incurred by the insured, as determined in the general terms and conditions of sale of the insured trip, that are caused by the cancellation, interruption or alteration of an insured trip that has been paid for in full by an insured credit card, in case of illness, an accident or death of the insured, his/her spouse or partner and their family members to the second degree, or in case of serious material damage suffered by the insured.

The cancellation guarantee commences:

- in case of illness, an accident or death: from the date the trip is purchased;
- in case of serious material damage: from a maximum of 10 days before the departure date.

It ends at midnight on the departure date.

The interruption guarantee commences on the first day of the insured trip and ends 90 days after the departure date, and in any case on the date that the insured returns to his/her statutory domicile.

**2.1.1. Insured amount:**

In case of cancellation or alteration, the insurer will refund the costs incurred by the insured, as determined in the general terms and conditions of sale of the insured trip:

- subject to a maximum of EUR 6,500 per trip, per family and per calendar year and a maximum of two claims per calendar year if the alteration or cancellation occurs within the 30 days preceding the departure date;
- subject to a maximum of EUR 250 per trip and per family and a maximum of two claims per calendar year if the alteration or cancellation occurs more than 30 days before the departure date.

In case of interruption, the insurer will refund the portion of the unused services on a pro rata temporis basis, subject to a maximum of EUR 6,500 per trip and per family and a maximum of two claims per calendar year.

**2.1.1. Exemption:**

An exemption of EUR 125 per claim applies.

**2.1.1. Exclusions:**

The following are not insured:

- trips in connection with professional activities;
- trips for the purpose of undergoing medical treatment;
- trips taken against medical advice;
- psychological illnesses;
- non-stabilised illnesses that were established prior to the purchase of the insured trip and that may give rise to sudden complications before departure;
- the consequences of using drugs or medicinal products that have not been prescribed;
- pregnancy from the first day of the seventh

month;

- accidents that have occurred during test drives, races or competitions using motorised vehicles;
- accidents that arise from the use of aircraft (other than aircraft that are suitable for the transport of passengers);
- for the 'Interruption' guarantee, illnesses or minor injuries that can be treated locally.
- the cancellation insurance premium that the insured would have paid to his/her travel agency if he/she had forgotten to cancel it or that is automatically included in a fixed amount that the insured has accepted.

### Chapter 3. GENERAL EXCLUSIONS

The insurer will not pay for damage that arises directly or indirectly from the following events:

- war or civil war;
- riot, civil commotion or collective acts of violence with political, ideological or social undercurrents, whether or not accompanied by uprisings against the government or any established force, if the insured actively participates therein;
- extortion in all its forms;
- nuclear fission or fusion, radioactivity or ionising radiation with the exception of medical radiotherapy;
- a structural change of the atomic nucleus;
- natural disasters;
- intent, fraud or collusion by the insured, his/her spouse or partner, their relatives by marriage in the direct line or blood relatives in the collateral line or by members of his/her family

### Chapter 4 OBLIGATIONS IN CASE OF DAMAGE

#### 4.1 For all guarantees

The insured must submit a duly completed and signed claim form (issued by the insurer upon simple request) to the insurer within no more than eight calendar days. This period commences on the date of the damage.

The insurer reserves the right to request any document from the insured that could be of any use in determining and assessing the claim and in evaluating the compensation. The insured must follow the guidelines of the insurer and undertake all steps that the insurer prescribes.

#### 4.2. For the 'Travel cancellation' guarantee

The insured must submit the following to the insurer in all cases:

- proof of payment of the insured trip with the insured credit card;
- a copy of the booking form for the trip and the invoice with the general terms and conditions relating to the insured trip.

In case of cancellation of the trip, the insured must submit the following to the insurer:

- the original cancellation invoice issued by his/her travel agency;
- all supporting vouchers, certificates or documents that confirm the cancellation of the insured trip.

In case of interruption of the trip, the insured must submit the following to the insurer:

- declaration from the travel agency regarding the number of days by which the trip has been cut short;
- all supporting vouchers, certificates or documents that confirm the interruption of the insured trip.

In case of an alteration to the trip, the insured must submit the following to the insurer:

- declaration from the travel agency regarding the reason why the insured trip has been altered;
- all supporting vouchers, certificates or documents that confirm the alteration to the insured trip.

In case of serious material damage, the insured must submit a document to the insurer regarding the seriousness of the material damage suffered or, if applicable, a certificate from the competent authority (official police report, declaration from the fire brigade, etc.)

### 4.3 Sanctions

If the insured fails to comply with the obligations of this chapter, the insurer may reduce its obligations by the amount of the loss it has suffered.

The insurer can refuse cover if the insured fails with fraudulent intent to comply with the obligations of this chapter.

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### 5.8. Handling of personal data

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