



**GENERAL TERMS AND CONDITIONS OF
DIGITAL PROTECT**

1. DEFINITIONS

- **Policyholder:** BNP Paribas Fortis SA, Montagne du Parc/Warandeberg 3, B-1000 Brussels, Brussels Register of Companies no. BE 0403.199.702, a company licensed in Belgium by the FSMA under code no. 25879A.
- **Member:** the individual holding a current account with BNP Paribas Fortis, residing in Belgium and becoming a member of the collective insurance scheme, together with the member's spouse, cohabiting partner and the children living under his roof.
- **Beneficiary:** the Member.
- **Insurer:** CARDIF Assurances Risques Divers SA - a company incorporated under French law, with registered office at 1 Bvd Haussmann, F-75009 Paris - licensed to operate in Belgium through its branch: Chaussée de Mons/Bergense Steenweg 1424, B-1070 Brussels - Brussels Register of Companies no. BE0435025994 - an insurance company licensed in Belgium by the Belgian Central Bank under code no. 978
- **Third Party:** any person other than the Member, his spouse or cohabiting partner, ascendants and descendants, up to the 2nd degree, or any person belonging to the Member's household for tax purposes.
- **Assault:** any act or threat of physical violence by a Third Party with the intention of depriving the Member of an Insured Device.
- **Insured Device:** any device less than five years' old on the claim date is automatically covered. Cover under the policy extends solely to the following limited list of devices, purchased new in the European Union and for which an invoice or receipt can be produced:
 - PCs, laptops, notebooks, tactile tablets, graphics palettes (pen tablets) and netbook computers.
 - Handheld devices: personal digital assistants (PDAs), portable audio/digital video players (mp3/mp4); portable games consoles, portable satellite navigation devices (portable GPS receivers), dictaphones, pocket photo printers and electronic books.
 - Image and video digital cameras, digital camcorders, portable video projectors and portable DVD players without TV reception.
 - Mobile phones: mobile phones and smart phones and any device for which the principal purpose is communication by telephone without the need to be linked by cable to a telephone exchange. The device must have a SIM (Subscriber Identity Module) card to which a number reserved for mobile telephone services has been allocated.
- **Replacement Device:** a brand-new device of an identical model to the Insured Device, or if that device is no longer sold or available, an equivalent brand-new device, that is to say, with the same key technical features at the very least, excluding features relating to the brand, weight, size, colour and design. In any event, the payout may not exceed the Replacement Value of the Insured Device.
- **Replacement Value:** the purchase value in Belgium, including all tax and before any promotional discount, of the insured device on the claim date, or if this device is no longer sold or available, the purchase value, including all tax, in Belgium of a device with technical features equivalent to those of the Insured

Device on the claim date. The Replacement Value may not exceed the purchase value of the Insured Device, including all tax, on the date it was purchased.

- **Accidental Damage:** all destruction or total or partial deterioration preventing the Insured Device from operating properly and arising from the sudden and unforeseen action of a cause external to the Insured Device and beyond the control of the Member.
- **Fraudulent Use:** communications made fraudulently by a Third Party in the 24 hours following the theft of an Insured Device and before a request for the line to be blocked is made.
- **Breaking and Entering:** the act of forcing, damaging or destroying the internal or external lock on a building, house, vehicle, boat or safe.
- **Acts of God:** direct material damage caused by the abnormal intensity of a natural agent (including floods, landslides, mudslides, drought, earthquakes, etc.).
- **Claim:** an event likely to trigger cover under the provisions of this insurance contract.
- **Wear and Tear:** gradual deterioration of an Insured Device, or one or more of its component parts, as a result of the normal usage made of it.
- **Aggravated Theft:** theft of an Insured Device involving assault and/or breaking and entering occurring away from the Member's home (main place of residence, second home or seasonal location) and subject to the exclusions set out in Article 4.3.
- **Negligence:** the fact of leaving or using an Insured Device in a location which is not, or not sufficiently, protected from all foreseeable risk of a fall, deterioration or damage caused by a liquid, namely:
 - using an Insured Device, or letting it be used, where it suffers the direct effect of weather conditions, i.e. rain, snow, wind, hail and storms;
 - leaving the Insured Device without direct and immediate supervision of the Member in a location visible from the outside of a room, home, vehicle, boat or aircraft, or visible in a well-frequented public space.
 - using or leaving the Insured Device in the bath (or on the edge of the bath) or in the shower (or on the edge of the shower);
 - placing an Insured Device on the edge of a balcony or balcony balustrade, or using the Insured Device while leaning out of a window;
 - putting an Insured Device in a washing machine, tumble dryer or dish washer;
 - using an Insured Device while doing the washing up.
- **Waiting period:** period of time that must pass before coverage becomes effective. This period commences on the effective date of membership and lasts 3 months.

2. COVER

The object of this Contract is to provide cover, under the terms and conditions set out below, for the monetary consequences of **aggravated theft, accidental material damage and fraudulent use** of an Insured Device.

No cover will be provided for any claim that occurs during the waiting period.

In the event of material damage, the Insured Device will be repaired. If the Device is beyond repair or the cost of repair is greater than the Replacement Value, the Device will be exchanged for a Replacement Device.

In the event of Aggravated Theft, the Beneficiary will receive a Replacement Device.

Ultimately, in the event of a dispute regarding the Replacement Device, the Member may be paid an indemnity not exceeding the Replacement Value and the maximum cover.

In the case of theft of a mobile phone involving Breaking and Entering or Assault, the Insurer will reimburse the cost of calls made fraudulently by a Third Party in the period preceding the registration of the request for the line to be blocked, which request must be made within 24 hours after the date and time of the theft. Such reimbursement will be made subject to the limits on maximum cover.

3. MAXIMUM INSURED SUM PER CLAIM PER YEAR

Cover is limited to

- EUR 1,500 per calendar year up to a maximum of 2 Claims, with a ceiling per Claim of EUR 25; however, if cover is taken out after 30 June, the two-claim limit is reduced to one claim over the period running from the date cover is taken out to 31 December of that same year.
- for the smart phone category, the maximum insured sum is set at EUR 650 per calendar year, which includes EUR 250 to cover Fraudulent Use.

All these amounts include all tax.

4. EXCLUSIONS

4.1 Cover is not provided for the following:

- mobile devices used for professional purposes;

- accessories and consumable supplies linked to the operation of the Insured Device, including: various cartridges, recordable media, discs, batteries, chargers, battery devices, stylers, additional memory cards, headphones and earphones and, more generally, all accessories connected to the Insured Device;
- software other than the operating system and the software pack pre-installed by the manufacturer;
- Claims arising in connection with a civil or foreign war, popular uprising, riot or fight. However, in European Union countries, Switzerland, Iceland, Norway, the USA, Japan and Canada, this exclusion does not apply in cases of legitimate defence or if the Member has not taken part in any such events;
- Claims arising from deliberate or fraudulent intent on the part of the Member or any person other than a Third Party;
- the direct or indirect consequences of the destruction or loss of databases, files or software during or in the wake of a breakdown;
- damage due to the use of atomic devices or arms, or the consequences of radiation;
- damage due to normal use of the Insured Device.

4.2 In addition, the following are not covered for accidental damage:

- accidental damage as a direct consequence of negligence;
- damage arising from an act of God (earthquakes, volcanic eruptions, high tides, flooding, etc.);
- damage arising from a service provided by a repairer;
- damage resulting from a change to a programme, settings or data;
- damage linked to humidity, oxidation, drought, corrosion, the presence of dust, external power surges (lightning) or excessively high temperatures;
- fire damage;

- grooves, chipping, scratches and, more generally, accidental damage caused to the outside parts of the Insured Device and which do not prevent it from operating properly;
- breakdowns, failures or defects attributable to causes of external origin or linked to the Wear and Tear or the clogging of component parts, irrespective of the cause;
- devices covered by a manufacturer's warranty;
- Claims arising from use not complying with the manufacturer's standards and instructions;
- damage due to the Member taking part as a competitor in matches, sports competitions, contests and races involving the use of a motorised device;
- damage caused to devices without a visible serial number or which have been trafficked;
- damage to an Insured Device in the event of a false declaration by the Member.

4.3 In addition, the following are not covered for theft involving assault or breaking and entering:

- theft from a 4-wheel vehicle parked on the public highway between 10 p.m. and 8 a.m.;
- theft from a vehicle other than a motorised four-wheeled land vehicle.

4.4 In addition, the following are not covered for fraudulent use:

- damage resulting from fraudulent use committed in the wake of the theft of a mobile phone not covered by the policy;
- damage resulting from fraudulent use committed after the telephone number has been blocked;

5. MAKING A CLAIM

5.1 General

As soon as a Member becomes aware of an incident giving rise to a claim, he shall contact the Insurer for a claims form. This declaration form must be completed in accordance with the instructions it contains and sent to the claims manager

given therein, together with the requisite documents. The Member must be able to produce the invoice or receipt for the Insured Device.

5.2 Obligations of the Member

- **In the event of theft involving breaking and entering or assault**

The Member must file a declaration with the police and with the requisite claims manager, by post or e-mail, within 2 working days of the date on which he becomes aware of the incident giving rise to a Claim.

He must provide to the claims manager a copy of the police statement and the crime report number.

Within 24 hours of becoming aware of the theft or assault, the Member must also inform his network supplier/operator so that the device and SIM card can be blocked.

- **In the case of accidental damage**

The Member must file a declaration with the designated claims manager, by post or by telephone, within 5 working days of the date on which he becomes aware of the incident giving rise to a claim.

5.3 Obligations of the Insurer

The Insurer shall settle the claim under the terms and conditions set out above within 10 (ten) working days of the date on which the claims manager receives all the elements necessary to assess the claims file.

5.4 Expertise

An expert or adjuster may be appointed by the Insurer to investigate the circumstances of the Claim and undertake an evaluation of the amount of the claims payout.

6. GENERAL PROVISIONS

6.1 Payment of the premiums

The annual premium, the amount of which is indicated on the application form, shall be

collected in monthly instalments, at no extra charge, by the Insurer. The Member shall bear all taxes, other levies and future costs.

If the premium is not paid, the Insurer may suspend cover or cancel membership of the insurance scheme, provided that notice of default has been served on the Member, either by writ by a court officer or by registered letter.

Suspension of cover or cancellation shall take effect fifteen days from the day after the writ is served or the registered letter is put in the post.

If the Insurer has suspended its obligation to provide cover, it may cancel the policy if it reserved this right in the demand referred to in subparagraph 2; where this is the case, cancellation shall take effect at least 15 days after the date on which the suspension began. If the company did not reserve this right, cancellation may only take place following a further notice of default being served in accordance with subparagraphs 2 and 3.

Suspension of cover does not detract from the right of the Insurer to demand payment of premiums that have already accrued, provided that the Member has been served notice of default in accordance with subparagraph 2. The Insurer's right to premiums is, however, limited to the premiums relating to two consecutive years.

6.2 Change in the fee

The Insurer may change the fee and adjust the annual premium. Any change to the premium shall only apply to ongoing contracts expiring on the first day of the fourth month which follows the change, without prejudice to the right of the Member to cancel the policy. The Member must be informed of the change, and of his right to cancel the policy, at least four months before the annual anniversary date.

6.3 Geographic coverage

Subject to the exclusions set out below, cover shall extend to claims arising throughout the world.

6.4 Effective date and term

Membership of the insurance scheme shall take effect for one year from the date indicated on the membership certificate, subject to payment of the premium. It is then tacitly renewable for consecutive periods of one year.

6.5 Cooling-off period (at the start of the contract)

Both the Member and the Insurer may cancel the contract, without being liable for any penalties and without indicating the grounds therefor, by communicating its intention, by registered letter, service of a writ by a court officer or delivery of a cancellation letter in person in return for a receipt, within fourteen (14) calendar days. This 14-day deadline shall begin to run from the effective date of this Contract.

Cancellation by the Member shall come into effect immediately on receipt of notification. Cancellation by the Insurer shall come into effect eight days after notification is sent.

If the contract is cancelled by the Member or by the Insurer and the Contract had already come into effect before cancellation by the Member, the later must pay the premium *pro rata temporis*, based on the period of time for which cover has already been provided. This corresponds to remuneration for services already provided.

With the exception of remuneration for services already provided, the Insurer shall reimburse all sums it has received from the Member pursuant to this Contract. It shall have a period of thirty (30) calendar days in which to do this, this deadline beginning to run:

- if the Member proceeds with cancellation, from the date on which the Insurer becomes aware of the cancellation;
- if the Insurer proceeds with cancellation, from the date on which the cancellation takes effect.

6.6 Cancellation of a current contract

Cancellation of membership shall only come into effect one month after the day after the recorded-delivery letter indicating the explicit intention to cancel membership is sent.

The Member may cancel his membership under this collective scheme:

- on each annual anniversary date by giving three months' notice;
- under the terms and conditions set out above, if the fee is increased and/or the General Terms and Conditions are amended;
- in the event of a claim, no more than one month after the claims payout is paid or rejected.

The Insurer may cancel membership:

- in the event of a Claim, no more than one month after the claims payout is made or rejected;
- if the premium is not paid by the Member.

6.7 Disputes

All complaints relating to this contract should be sent to the Belgian branch of Cardif Assurances Risques Divers SA, Quality & Control, Complaints Management - Chaussée de Mons/Bergense Steenweg 1424, B-1070 Brussels, gestiondesplaintes@cardif.be, telephone + 32 (0)2 528 00 03, fax + 32 (0)2 528 00 01 (www.bnpparibascardif.be) or to the Insurance Ombudsman, Square de Meeûs/Meeûssquare 35, B-1000 Brussels (www.ombudsman.as).

The submission of a complaint does not detract from the possibility of instituting legal proceedings.

6.8 Protection of the client's interests

In the wake of the Twin Peaks II legislation (Act of 30 July 2013), which seeks to protect the interests of clients, the Insurer must include on its website information on its policies on remuneration, identification, management and any conflicts of interest that arise within the company and/or between the company and third parties.

You can find more information about these policies at:

<http://www.bnpparibascardif.be/fr/pid3079/remuneration.html>
for the policy on remuneration and

http://www.bnpparibascardif.be/fr/pid3080/conflicts_of_interest.html
For the policy on conflicts of interest

6.9 Fraud

All fraud or attempted fraud vis-a-vis the insurance company is punishable in accordance with the legislation in this matter and/or the General or Special Terms and Conditions. It may also be the subject of legal proceedings.

6.10 Applicable law and choice of forum

This Contract is governed by Belgian law, and in particular by the Act on non-marine insurance of 25 June 1992, as extended and amended, and by its implementing decrees.

The Belgian courts shall have sole jurisdiction for all litigation.

6.11 Subrogation

The Insurer is subrogated in the rights and actions of the Member vis-a-vis Third Parties up to the amount of the claims payout it has made.

6.12 Data processing

The Member is expressly informed of the existence and processing of his personal data, and hereby confirms his agreement to the computerised processing of the nominative and personal data collected by the Insurer for membership and file management purposes. These data are intended solely for the Insurer, Policyholder and the contractual partners involved in file management, claims management and customer service. Under the Act of 8 December 1992, the Member has a right of access and rectification, at no charge, of the personal data held by the Insurer. Additional information may be obtained from the Commission for the Protection of Privacy. The data controller for the file is the Insurer.