

Precontractual information – Fortis VISA and Fortis MASTERCARD cards

Identification: Fortis Bank - ICS

Fortis Bank SA/NV (*Montagne du Parc/Warandeberg 3, B-1000 Brussels, Belgium, Brussels Register of Companies 0403 199 702, VAT BE 403 199 702, BFIC no. 25.879A*), the Vendor, acting as the lending intermediary for the credit facility linked to the Fortis Visa/Fortis MasterCard card and as the distributor for the Fortis Visa/Fortis MasterCard card.

ICS SA/NV (*International Card Services, Avenue Culligan 2/F, Park Lane, B-1831 Diegem, lender, VAT BE 0870.813.936, Brussels Register of Companies*), the Supplier, acting as the lender and as the issuer of the Fortis Visa/Fortis MasterCard card.

Fortis Bank is supervised by the Banking, Finance and Insurance Commission, Rue du Congrès/Congresstraat 12-14, B-1000 Brussels, under the number BFIC 25.879.

ICS is supervised by the Banking, Finance and Insurance Commission, Rue du Congrès/Congresstraat 12-14, B-1000 Brussels, Belgium, under BFIC number 63.445.

Product features

Fortis Visa and Fortis MasterCard cards are credit cards for making payments in shops, for effecting withdrawals from cash dispensers in Belgium and abroad and for settling purchases over the Internet in complete security. Each month, the transactions made using your card are automatically booked to your card account with ICS.

Fortis Visa and Fortis MasterCard cards can be personalised, for example by using one of your favourite photos.

Your Fortis Visa and Fortis MasterCard card can be linked to a revolving credit facility. This credit facility allows you to pay in instalments for the expenditure charged to your credit card.

Amount

A Classic or Gold Fortis Visa or Fortis MasterCard card gives you a monthly spending limit of between EUR 2,500 to EUR 5,000, depending on the type of card.

Term

Fortis Visa and Fortis MasterCard cards are issued for the fixed term specified on the card itself. ICS issues a new card to the Card Holder before the term of the existing card expires.

Any revolving credit facility linked to your Fortis Visa and Fortis MasterCard card is granted for an indefinite term.

Repayment

You settle the total amount indicted on your statement of expenditure by making a lump payment:

- by bank transfer;
- by direct debit.

Payment must be made within 14 days of the date of the statement of expenditure.

If you opt to repay your expenditure in instalments, you must reimburse a minimum of 5% of the total outstanding amount. You can opt to make additional repayments. You can also reconstitute your reserve by making a lump sum payment.

Full details of your repayments (whether or not in instalments) are sent to you in a monthly account statement.

Rate

The rate is variable. All changes are communicated to you in writing with your monthly account statement.

For example, you opt for a credit facility of EUR 2,500 with a Fortis Classic Visa or Fortis Classic MasterCard card. You withdraw a sum of EUR 2,500. The following month, you do not repay the full EUR 2,500 but just EUR 125, i.e., 5% of the sum withdrawn. And you do the same thing in subsequent months until you have repaid the full EUR 2,500.

In this example, the APRC (Annual Percentage Rate of Charge) is 15,80%; the annual lending rate is 12,99% annual service charge for the card: EUR 22 (included in the APRC).

Recurrent charges

Card cost: the annual service charge of EUR 22 for the Fortis Visa/ MasterCard Classic card is included in the APRC; the annual service charge of EUR 46 for a Fortis Visa/MasterCard Gold card is included in the APRC. There are specific terms and conditions for the Holders of a Service Pack, Easy Pack and +18 Youth Account.

Transaction costs

Transaction type/Card type	Cash dispenser withdrawals		Payments in shops	
	Euro zone	Outside the euro zone	Euro zone	Outside the euro zone
Fortis Visa/MasterCard Classic and Gold	1% of the amount withdrawn, min. EUR 5	File handling charge: 3.5% of the amount withdrawn Foreign exchange charges: 1.60%	no charge	Foreign exchange charges: 1.60%

Card personalisation charge: EUR 8.5

Insurance

The Fortis Visa Classic and Fortis MasterCard Classic card includes free travel accident insurance.

The Fortis Visa Gold and Fortis MasterCard Gold card comes with purchase insurance, card fraud insurance, travel cancellation insurance and travel accident insurance.

If you opt to pay for your expenditure in instalments, you can take out an optional insurance to cover the risks of death and permanent disability.

Right to cancel

If you conclude a remote contract for a credit card or credit facility, you are entitled to cancel the contract without penalty and without any need for justification. This right must be exercised within 14 calendar days of the date on which the contract is concluded by sending a registered letter to ICS.

You must then repay any sums withdrawn plus pay any interest due for the period in which the credit facility was in operation. calculated on the basis of the agreed APRC. No penalty is payable.

If you do not exercise this right, the credit facility continues indefinitely.

Right to terminate

Either party may terminate the card contract subject to three-months notice being served by registered letter. This notice runs from the first day of the month following that in which the registered letter is put in the post.

ICS may terminate the card contract ipso jure and without notice being served in the event of a contractual default or an illegal act (including card fraud) by the Card Holder.

In case of repayment in instalments, the lender may serve notice of default by letter if the borrower is in arrears by at least two instalments. If the borrower fails to honour his obligations within one month of the registered letter being put in the post, the lender reserves the right to terminate the credit facility and demand immediate repayment of the total outstanding amount.

Loss or theft of the Fortis Visa and Fortis MasterCard card

The Card Holder must notify ICS of the loss, theft or any risk of improper use of the card as soon as he becomes aware of it. The Card Holder must take every precaution to ensure that he becomes aware of any such incident without delay. ICS can be contacted round the clock seven days a week at 02 416 16 16. ICS will immediately give the Holder a reference number as proof of notification. ICS records all telephone calls.

Incidents notified must be reported within 24 hours to the police authorities of the area where the loss or theft occurred.

The Card Holder is liable for the consequence of the loss or theft of the Card up to a ceiling of EUR 150 until the notification is made; this ceiling does not apply in the event of gross negligence or fraud on the Card Holder's part. Once notification has been made, the Card Holder is no longer liable for the consequences of the loss or theft of the card, unless ICS can prove that he has acted fraudulently.

Languages

This information, the prospectus, the General Lending Conditions, the General Terms and Conditions for the use of Fortis Visa and Fortis MasterCard cards and the General Terms and Conditions of any insurance policies you may take out are available in French and Dutch.

For the term of your credit facility, all communications by Fortis Bank, as the credit intermediary, and ICS will be made in the language entered in Fortis Bank's files when you enter into a relationship with the Bank.

Applicable law – Competent court

The relationship between you and ICS, irrespective of whether they arise prior to or after the credit facility is granted, is governed by Belgian law.

More specifically, the relationships between you and ICS are governed by the provisions of the Electronic Funds Transfers Act of 17/07/2002 and by the Consumer Credit Act of 12/06/1991.

The Belgian courts have sole jurisdiction.

Remedies

Without prejudice to any remedy before the courts, all complaints you may have should be submitted in writing to:

Fortis Bank SA/NV
Ombudsman Service
Montagne du Parc/Warandeberg 3
B -1000 Brussels

ICS SA/NV
Ombudsman Service
Avenue Culligan2/F
B-1831 Diegem

If you are not satisfied with the solution proposed by the Bank, you should submit the complaint to the:

Ombudsman Service: Banks –Lending - Investment
Square de Meeûs/de Meeussquare, 35/6
B -1000 Brussels

Information about optional insurance for repayment in instalments

Identity of the Insurer

Fortis Insurance Belgium SA/NV (Boulevard Emile Jacqmain/Emile Jacqmainlaan 53, B-1000 Brussels) *Brussels Register of Companies, VAT BE 0404.494.849, BFIC no. 0079*, insurer.

Fortis Insurance Belgium is supervised by the Banking, Finance and Insurance Commission (BFIC), Rue du Congrès/Congresstraat 12-14, 1000 Brussels.

Product features

Optional insurance covering the following risks: death, disability (provided the premium has been paid).

The policy is concluded by the Policy Holder with the Insurer for the benefit of the Insured Person(s).

Insured person: any natural person who is registered with ICS as the Holder of a Fortis Visa or Fortis MasterCard card tied to a credit facility who has taken out the policy and for whom the premium has been paid.

Policyholder: ICS SA/NV Avenue Culligan 2/F, B-1831 Diegem, Brussels Register of Companies, VAT BE 0870.813.936.

Insurer: Fortis Insurance Belgium SA/NV, Boulevard Emile Jacqmain/Emile Jacqmainlaan 53, B 1000 Brussels

Beneficiary:

- in the case of disability: the Insured Person
- in the event of death: the joint-holder of the credit facility insured; in the absence of a joint holder, the Insured Person's estate.

Premium

The monthly premium is a percentage of the outstanding balance on the day the Insured Person's monthly statement is issued. The premiums are payable monthly based on the statement of expenditure for the card. Each premium covers the risk for a month. The premium is due from the date of the first monthly statement following the date on which the policy comes into effect.

Cost of the optional insurance: 0.50% of the outstanding balance a month.

Cooling-off period

Both you and Fortis Insurance Belgium may cancel the optional insurance policy without incurring any penalty and without the need for justification. This right must be exercised within 30 calendar days of the date on which you are informed by the Insurer that the policy has come into effect.

Cancellation by the Policyholder comes into effect on receipt of his notification; cancellation by the Insurer comes into effect eight days after notification is sent.

All notifications of cancellation must be sent by registered letter to Fortis Insurance Belgium, Boulevard Emile Jacqmain/Emile Jacqmainlaan 53, B-1000 Brussels.

Where this is the case, you just pay all charges payable on any services that have actually been provided at the prevailing rates and charges.

If the policy is not cancelled, cover will continue in accordance with the provisions of the General Terms and Conditions.

Right to terminate

Insured Persons may terminate this policy, with effect from the monthly expiry date, by sending notice of termination in writing to the Policyholder at least 1 month before the annual renewal date. Where this is the case, the premium is not repaid.

The Policyholder reserves the right to put an end to the contractual relationship with the Insured Person on 31 December of each year, subject to notice being served at least three months before that date.

Languages

This information and the General Terms and Conditions of any insurance policy you may take out are available in French and Dutch.

Applicable law – Competent court

The insurance policy is governed by Belgian law.

The insurance policies are governed by the Non-Marine Insurance Act of 25 June 1992 (Belgian Official Gazette of 20 August 1992) and the Order in Council of 14 November 2003 on life-assurance activity (Belgian Official Gazette of 14 November 2003).

The Belgian courts have sole jurisdiction.

Remedies

Without prejudice to any remedy before the courts, all complaints you may have should be submitted in writing to:

Fortis Insurance Belgium SA/NV
Complaints Department
Boulevard Emile Jacqmain/Emile Jacqmainlaan 53
B-1000 Brussels

If you are not satisfied with the solution proposed by the Bank or Insurance Company, you should submit the complaint to:

- The Insurance Ombudsman
Square de Meeûs/de Meeussquare 35
B-1000 Brussels

General conditions

https://www.fortisbanking.be/pas/link.asp?target=lnk_gt_visa_ics&language=fr