



## GENERAL TERMS AND CONDITIONS FOR INSTRUMENTS FOR THE ELECTRONIC TRANSFER OF FUNDS ISSUED BY BNP PARIBAS FORTIS SA/NV – MASTERCARD AND VISA CARDS (up to and including 14/04/2014)

### I. GENERAL PROVISIONS

The services linked to MasterCard and Visa cards are governed by the General Terms and Conditions of BNP Paribas Fortis SA/NV, with registered office at Montagne du Parc/ Warandeborg 3, B-1000 Brussels, company number BE 0403.199 702, Brussels RPM/RPR, FSMA accreditation number 25879 A. Email: [info@bnpparibasfortis.com](mailto:info@bnpparibasfortis.com) (also referred to hereinafter as "the bank").

In pursuance of sentence 1, the purpose of these General Terms and Conditions is to set out the specific procedures and conditions applicable to MasterCard and Visa cards.

These General Terms and Conditions take precedence over the bank's General Terms and Conditions.

### II. DEFINITIONS

For the purposes of these General Terms and Conditions, the following terms are to be construed as defined below.

- Card: the card issued by the Bank carrying the MasterCard or Visa logo;
- Card Holder: the natural person to whom the Bank has issued a card or Business card;
- Consumer: natural person acting outside the scope of their business or professional activities;
- Retailer: retailer(s) belonging to the MasterCard network and/or Visa network;
- Account, Account Holder: current account to which transactions carried out using the card are linked; the natural or legal person to whom this account belongs;
- Authorised Card User: person who is authorised to hold or use a card subject to certain limits;
- Bank Card Company: registered trademark of ATOS WORLDLINE NV, the company appointed by the Bank to manage the transactions carried out using MasterCard and Visa cards;
- Card Account: the MasterCard or Visa account at Bank Card Company to which one or more cards of the same brand is/are linked;
- Limit: the monthly spending limit for the Card Account or Card;
- PIN (Personal Identification Number): the personal and confidential numerical identification code for the Card;
- Electronic Identification of the Card: process whereby the identification data stored electronically on one of the card components is read and verified;
- Magnetic Strip Card: card on which the only electronic component is a magnetic strip;
- Smart Card: card on which the electronic components are a magnetic strip and a microprocessor (chip);
- Bank Branch Terminal: specific type of terminal installed in BNP Paribas Fortis branches on which the Card Holder can undertake a certain number of transactions relating to the Smart Card and corresponding PIN;
- On Line/Off Line: on a terminal that works On Line, any transaction carried out using the card is authorised on the basis of direct access to certain data relating to the Card and the Card Account. This data is stored on a computer to which the terminal is linked. On a terminal that works Off Line, any transaction carried out using a card is authorised solely on the basis of certain checks made on the terminal;
- Distance Contract: any contract, relating to products or services, between a vendor and the Card Holder as part of a remote sales or service system arranged by the vendor who,

for the purposes of the contract in question, uses one or more remote communication techniques. A remote communication technique is any system that may be used for concluding the contract between the two parties without the vendor and Card Holder being physically present at the same time;

- CARD STOP: body appointed by the Bank to receive notification of the loss or theft of the card or any risk of improper use thereof;
- Payment service provider: the Bank.

### III. ISSUE OF THE CARD AND PIN

#### III.1 Issue of card and signing thereof

The Card is made available to the Card Holder at the Bank's branches. At the express request of the Holder, the Card may be posted to the Card Holder's home address or to an address specified by the Card Holder. The Bank reserves the right to refuse a request to send a Card by post without having to justify its decision.

On receipt of the Card, the Card Holder must sign the signature strip on the back of the Card with indelible ink.

#### III.2 Issue of the PIN

The PIN consists of four digits. The Bank shall take the appropriate precautions to guarantee the secrecy of the PIN.

##### III.2.1 Magnetic-strip card

The PIN, generated and printed by computer, is mailed to the Holder's home address, or to the address specified by the Holder.

##### III.2.2 Smart card

The Holder will be asked to choose a PIN when he collects the Card from the Bank branch, irrespective of whether it is his first Card, a replacement Card or a renewed Card. He must enter this code and confirm it on a Bank Branch Terminal.

If the Card is sent to the Card Holder by post, the PIN is sent to him as set out in Article III.2.1 of these terms and conditions.

#### III.3. Additional card

Additional Cards issued by the Bank may be linked to the same or to a different Card Account.

An additional Card may be issued to a joint holder of the account, to an authorised representative of the account holder or to an Authorised Card User for that account.

The authorisation of the Holder or joint holders of that account is required for a Card to be issued to an authorised representative or Authorised Card Holder. The authorisation of the other Account Holder(s) is required for a Card to be issued to a joint holder or co-holder of the account.

### IV. USE OF THE INSTRUMENTS AND PINS

#### IV.1.1. Payments on retailer premises - General rule

The Card enables the Card Holder to pay for products and services provided by Retailers by presenting the Card and signing a sales voucher presented by the Retailer.

Certain payments, however, do not require the Card Holder to sign a sales voucher. Such payments include:

- those carried out using a Card subject to these General Terms and Conditions by means of a system or device enabling automated payments for products or services offered by a Retailer;
- those resulting from a payment instruction using the Card that is sent by the Card Holder to a Retailer using a remote communication technique.

The Card Holder has the option of using the Card to secure certain services where it is standard practice to provide a deposit (hotel reservations or car hire, for instance); in such cases, the Retailer may ask Bank Card Company to temporarily set aside in his favour an amount equivalent to the amount of the deposit.

#### IV.1.2. Payments on retailer premises – Smart card

On certain retail terminals in Belgium and abroad, the Smart Card can only be used after the Card has been inserted in the terminal and electronically identified, and the PIN has been entered on the keypad. The PIN is confirmed by pressing "OK".

For security reasons, the Card may be refused on certain payment terminals that operate off line (terminals for paying car park charges and motorway tolls, for instance). Regulation is made automatically on certain terminals that operate on line.

#### IV.2.1 Cash withdrawals from bank branches and exchange offices - General rule

The Card Holder may withdraw cash by presenting his Card and signing a voucher:

- when abroad, from certain bank branches and exchange offices;
- in Belgium, from certain exchange offices only.

#### IV.2.2 Cash withdrawals from bank branches and exchange offices - Smart card

At certain bank branches and exchange offices equipped with a suitable terminal, a Smart Card can only be used to withdraw cash after the Card has been inserted in the terminal and electronically identified, and the PIN has been entered on the keypad.

#### IV.3 Cash withdrawals from ATMs

The Card Holder may also withdraw cash from ATMs (Automated Teller Machines) in Belgium and abroad.

To do so, the Card must be inserted in the terminal and electronically identified, and the PIN entered using the keypad. If an ATM abroad asks the Card Holder to enter a code of more than four figures, the Card Holder must enter his four-digit PIN and confirm this by pressing "OK".

#### IV.4 Changing the PIN

The Card Holder may change his PIN at ATMs that are part of the Bancontact/Mister Cash network, but only in Belgium.

#### IV.5 Entering incorrect PINs

The Card is disabled if three successive incorrect PINs are entered.

#### IV.6 Forgotten PIN

If a Card Holder forgets his PIN, he may ask for a new PIN to be sent to him by post to his home address or to the address he specifies. In the case of a Smart Card, as soon as he receives the new PIN and before using the Card, the Card Holder must go to an ATM in the Bancontact/Mister Cash network and change his PIN.

A Smart Card Holder who has forgotten his PIN may also select a new code, enter and validate it on a Bank Branch Terminal.

#### IV.7. Restriction of card functionalities

Owing to safety considerations the Bank can impose some restrictions on the functionalities of cards in certain countries. Therefore, the holder may not be able to withdraw cash or make payments with the card in those countries or he/she will only be able to do so under certain circumstances (e.g. only when the PIN is provided). Additional information about any restrictions of use

which may apply in those countries can be provided to the customer on request. More information is available via a branch, customer service or the Bank's website [www.bnpparibasfortis.be](http://www.bnpparibasfortis.be).

### V. STATEMENT OF EXPENDITURE - DEBIT OF AMOUNT PAYABLE

A statement with details of payments made with the Card is sent to the Card Holder every month, provided that new transactions have been recorded by Bank Card Company since the previous statement was issued. This statement will contain all the information required by law for each Card and for each transaction.

The sum payable that is indicated on the monthly statement of expenditure is debited from the account automatically, usually within fifteen days of receipt of the statement; the Account Holder shall ensure that there are sufficient funds on the Account to settle the amount concerned.

If the Account Holder has concluded an Optiline or other form of revolving credit contract, the sum automatically debited from the Account each month is that specified in that contract. The Account Holder may repay an additional amount by credit transfer at any time.

The Card Holder and Account Holder (or Joint Account Holders) are jointly, severally and indivisibly liable for payment of all amounts due as a result of use of the card and pursuant to these Terms and Conditions.

### VI. MONTHLY SPENDING LIMIT AND CEILINGS

#### VI.1 Monthly spending limit

With the agreement of the Card Holder, the Bank will set monthly spending limits for the Card Account and each Card linked to that account. In the case of Cards issued to legal persons, the limit is agreed by the Bank with the legal person responsible for communicating this limit to the Card Holder.

The Card Holder shall not, under any circumstances, exceed the limit set.

If two or more Cards are linked to the same Card Account, these Cards shall be assigned a joint overall spending limit; the expenditure for both Cards is included on the same monthly statement of expenditure.

Payments and cash withdrawals made using the card, and amounts set aside at the request of Retailers in accordance with the last sentence of Article IV.1.1 are booked against the monthly spending limits for the Card Account and Card concerned. No further on-line transactions will be authorised by the Bank once the monthly spending limit for the Card has been reached. No further on-line transactions for any of the Cards linked to the Card Account will be authorised by the Bank once the monthly spending limit for the Card Account has been reached.

#### VI.2 Limits for cash withdrawals

##### VI.2.1 Limits per card

Cash withdrawals at bank branches and exchange offices using a Visa card are limited to the outstanding balance of the monthly spending limit for the Card concerned.

Cash withdrawals from ATMs and at bank branches and exchange offices using a MasterCard card are limited to EUR 1,000 for each period of seven consecutive days.

##### VI.2.2 Cash withdrawals from ATMs

Cash withdrawals from ATMs in Belgium and abroad are subject to the following limits: a maximum of EUR 600 per transaction and a maximum of EUR 600 per four-day period in no more than 8 instalments. Withdrawals may also be subject to a transaction or daily limit under the rules prevailing in the country where the terminal is located or for the network to which the terminal belongs.

**VI.2.3** The limits mentioned in this article are subject to change. The Card Holder or Account Holder shall be informed of any change in an advice included with an account statement.

### VI.3 Setting the monthly spending limit

The Card Holder may ask for a monthly spending limit that corresponds to his own specific requirements, subject to the terms and conditions of this article.

The limit must be a multiple of EUR 50. The minimum limit permitted is EUR 600, except for Visa Gold and MasterCard Gold cards for which it is EUR 5,000.

The Bank reserves the right to refuse any request for an increase in the limit without having to justify its decision.

## VII. OBLIGATIONS AND LIABILITY OF THE HOLDER

### VII.1 Basic obligations

The Card Holder shall use the Card and services attached thereto in accordance with the terms and conditions governing its issue and use.

The Card and PIN are strictly personal to the Card Holder. The Holder shall take all the precautions required to ensure the security of the Card and PIN. The Card Holder shall commit the PIN to memory and not write it down on any document, object or medium whatsoever, nor divulge it or otherwise reveal it, and shall not leave the Card or PIN within the reach, or at the disposal, of a third party.

### VII.2 Incidents to be notified to CARD STOP

The Card Holder shall notify CARD STOP of the loss, theft or any risk of improper use of the Card as soon as he becomes aware of it. The Card Holder shall take every precaution to ensure that he becomes aware of any such incident without delay.

CARD STOP can be contacted round the clock seven days a week at 070 344 344.

CARD STOP will immediately give the Card Holder a reference number as proof of notification. CARD STOP 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.

### VII.3 Incidents to be notified to ATOS WORLDCARD NV/SA

The cardholder of holder of this account shall provide ATOS WORLDCARD NV with written notification directly, and at the latest within 13 months of the debit value date, of any transaction charged to their monthly Bank Card Company statement for which approval was not given, and of any error or irregularity ascertained with regard to management of their card

If the user of the payment services is not a consumer, the cardholder or account holder shall provide ATOS WORLDCARD NV with written notification directly, and at the latest within 60 days of debit value date, of any transaction charged to their monthly Bank Card Company statement for which approval was not given, and of any error or irregularity ascertained with regard to management of their card

The cardholder or holder of this account requesting rebate of a transaction pursuant to Article VII.5 should provide written notice to this effect within 8 weeks of the date on which the funds were debited.

Notifications pursuant to this article must be made to:

ATOS WORLDCARD SA/NV  
Chaussée de Haecht/Haachtsesteenweg 1442  
B-1130 Brussels  
02 205 81 11

### VII.4 Liability in the event of improper use of the Card

#### VII.4.1. Until notification is made

The Card Holder shall be liable for the consequence of the loss or theft of the Card up to a ceiling of EUR 150 until the notification referred to in Article VII.2 is made; this limit shall not apply in the event of gross negligence or fraud on the Card Holder's part.

#### VII.4.2. After notification

Once the notification referred to in Article VII.2 has been made, the Card Holder is no longer liable for the consequences of the loss or theft of the Card, unless the Bank can prove that he has acted fraudulently.

### VII.4.3 If the Card is not presented physically and identified electronically

The Card Holder cannot be held liable if the Card has been misused without being presented physically or without electronic identification of the Card itself, unless the Bank can prove that he has acted fraudulently.

The Bank may take any measures aimed at preventing the Card Holders using their Card for a payment under Distance Contracts, without electronic identification of the Card. Card Holders may, if they wish to use their Card for a payment under a Distance Contract made with a merchant over the internet, be requested in advance to authorise and sign the payment using the signature procedures made available by the Bank.

### VII.4.4 Gross negligence

#### VII.4.4.1 General

Depending on the circumstances and without prejudice to the discretion of the court, gross negligence may arise where the Card Holder:

- has failed to notify Card Stop of the loss, theft or any risk of improper use of the Card as soon as he became aware of it;
- failed to check the status of the account to which the card transactions are booked and the entries on the account, and consequently does not identify and notify the Bank of improper use of the Card in due time;
- not complied with the precautionary measures given in Article VII.6.
- did not report the loss or theft of the Card to the police authorities in the area where the loss or theft occurred within twenty-four hours of becoming aware of it.

#### VII.4.4.2 Insufficient precautions in respect of the PIN

Subject to the limitations set out above, the following is understood to be gross negligence of the holder:

- writing down the PIN in a readable form on the Card or on an object or document that the holder keeps or carries together with the card;
- disclosing the PIN to a third party.

The Card Holder is not liable for gross negligence when the PIN is extorted from him with violence against the Card Holder or his/her possessions, or one of his/her relatives or their possessions, or under the threat of imminent violence against the Card Holder or his/her possessions or one of his/her relatives or their possessions.

#### VII.4.4.3 Insufficient precautions in respect of the Card

This clause applies in the event of improper use of the Card without the PIN.

The Card Holder is not liable for the consequences of the theft of the Card if violence is used against the Card Holder or his/her possessions, or one of his/her relatives or their possessions, or under the threat of imminent violence against the Card Holder or his/her possessions or one of his/her relatives or their possessions.

The Card Holder is not liable for the consequences of the theft of the Card if it is stolen from his home under the conditions specified below. "Home" means the principal place of residence, any second home and any holiday home owned by the Card Holder or Account Holder, and any student lodgings.

The following are deemed to constitute theft from Card Holder's home: breaking and entering, entry involving scaling of walls or fences, violence, threats, and forged, lost or stolen keys.

Depending on the circumstances and without prejudice to the discretion of the court, gross negligence may arise if the Card is left anywhere other than at home, such as a place where the Card Holder stays occasionally or temporarily (for instance, a hotel room, hospital room, tent, camper van, caravan, motor home, mobile home or boat) - unless the Card has been deposited in a

safe made available to customers by the owner or the manager of that establishment.

Subject to the limitations set out above, gross negligence may arise if the Card Holder leaves its Card unsupervised:

- at the place of employment, unless the Card is in a locked drawer or cabinet;
- in a vehicle, even parked in a private road, and irrespective of whether or not that vehicle is locked;
- in a public place or a place accessible to the public, unless the Card is in a locked drawer or cabinet

- on private premises to which people other than the Card Holder have access, such as receptions, parties (including family parties), conferences, screenings, exhibitions and sports activities or competitions, unless the Card is kept in a locked drawer or cabinet;
- in courtyards, entrances and gardens that are private property
- in the common parts of a building covered by a co-ownership agreement.

Subject to the limitations set out above, gross negligence may arise if the Card Holder allows the people listed below to use the Card as a result of neglecting the precautions or lacking the necessary vigilance with regard to the Card and its PIN:

- the Account Holder, joint Account Holder or authorised user of an Account to which transactions carried out with the Card are linked;
- the spouse, partner, guests or visitors (for private or professional reasons) of the Card Holder or Account Holder;
- persons who work for or with the Card Holder or Account Holder, whether or not as employees and irrespective of their status;
- the parents and relatives of the Card Holder or Account Holder.

#### **VII.5. Irrevocability of instructions for the electronic transfer of funds**

The holder cannot cancel any instruction given using his card that has already been executed.

However, the cardholder is entitled to request rebate

- if the exact amount of the transaction was not specified when the order was issued.
- when the transaction amount exceeded the amount the holder could reasonably expect, given his past expenditure pattern, the terms and conditions of this contract and the circumstances relevant to this matter.

Cardholders may avail themselves of this right as specified in Article VII.3 of these General Terms and Conditions.

Responsibility for preventing unwarranted payments lies with the Card Holder; the Bank does not intervene in disputes in this regard between the Card Holder and a Retailer.

#### **VII.6 Precautionary measures**

The Bank recommends that the Card Holder complies with the precautionary measures set out in this article with respect to the use of the Card and the PIN.

##### **VII.6.1 Precautionary measures regarding the card**

- Sign a new Card immediately upon receipt.
- Keep your Card on you or put it in a safe place.
- At work, never leave your Card unsupervised. An increasing number of Cards are being stolen at the place of work.
- Never leave your Card unattended in public places or places which are accessible to the public.
- Never leave your Card in your vehicle, even if it is parked in your private driveway.
- Keep your payment slips and cash withdrawal statements.
- Block your Card immediately if it is retained by an ATM without good reason.

- Immediately notify the Bank of any errors or irregularities you notice.

##### **VII.6.2 Precautionary measures in respect of the PIN**

As soon as you receive your code, memorise it and then destroy the document used by the bank to send you the code.

Change the PIN on your card as soon as you can at an ATM.

Do not write your code on any document, object or medium whatsoever, do not reveal or let anybody know about it in any way whatsoever. Employees of the Bank, the police or a retailer will never ask you for your code; you are and shall remain the only person to know the code.

At an ATM or when requested by a retailer, key in your code in such a way that undesired onlookers cannot see the code.

If you change your code, make sure you do not use a predictable code, such as a part of your telephone number, of your birth date or of one belonging to a relative, or your postal code for example.

#### **VIII. OBLIGATIONS AND LIABILITY OF THE BANK**

**VIII.1** The Card is automatically renewed when it expires, unless this is refused by the Bank or the Card Holder serves notice of termination on the Bank one month before its expiry. However the Bank may renew a Magnetic Strip Card prior to expiry in order to replace it with a Smart Card.

If a request is made for the replacement of a defective, lost or stolen Magnetic-strip Card, the Card in question shall be replaced automatically with a Smart Card.

The Smart Card may be valid for longer than the Card it replaces.

**VIII.2** The Bank shall keep an internal log of the transactions carried out using the Card for a period of ten years from the date on which the transactions were executed.

**VIII.3** The Bank will change the limit referred to in Article VI.1 at the request of the Card Holder subject to compliance with the provisions of Article VI.3. The Card Holder may apply for a change to the limit no more than twice a year; furthermore, the Bank shall lower the limit at the request of the Card Holder in the event of the following: the loss or theft of the Card or PIN, or in the event of transactions undertaken without the Card Holder's consent appearing on the statement of expenditures.

**VIII.4.** Data essential for a transaction undertaken through an ATM or payment terminal (where possible: the name and the location of the terminal, the date, time, amount in foreign currency or euros, any incidents that have occurred and their nature) are recorded at the time of the transaction and stored by the Bank in a manner that ensures that they can be accessed in readable form on any medium whatsoever. This data will be used by the Bank to provide proof of the fact that the transaction was correctly recorded and booked and was not affected by a technical malfunction or other defect, in the event that the Card Holder disputes any of these transactions and without prejudice to any evidence to the contrary that the Card Holder produces.

Some terminals provide a voucher containing the reference and the amount of the transaction, at the express request of the Card Holder or automatically. This voucher is provided without prejudice to the provisions of the first sentence of this article.

**VIII.5.1** Without prejudice to the obligations and liability of the Card Holder as laid down in Article VII, the Bank is liable for:

- any failure to execute, or incorrect execution of transactions carried out with the Card, using devices, terminals or equipment approved by the Bank, irrespective of whether or not they are under its control;
- transactions carried out without the Card Holder's consent, and all errors or irregularities in managing the Card that are attributable to the Bank;
- the use by a third party of a forged Card.

The risks entailed in sending a Card or any means of using that Card to the Card Holder shall be borne by the Bank.

**VIII.5.2** Where the Bank is liable pursuant to Article VIII.5.1, it shall reimburse to the Card Holder, as quickly as possible:

- the amount of the transaction that was not executed or incorrectly executed, plus any interest payable on this amount if applicable;
- any sum that may be payable to restore the Account Holder to the position he was in before the unauthorised transaction took place, plus any interest payable on this sum if applicable;
- any sum that may be payable to restore the Account Holder to the position he was in before the forged Card was used;
- amounts payable to offset any other financial loss or charges, including costs incurred by the Card Holder in establishing the amount of compensation due.

**VIII.5.3.** The cardholder is entitled to request a copy of the contract on hard copy or another durable medium at any time during the term of the contract.

## **IX. DURATION & TERMINATION OF THE SERVICE**

The contract is concluded at the first use of the card by the cardholder. This contract is made for an indefinite period.

The cardholder may terminate the contract, free of charge, at any time subject to one month's notice by registered letter.

The bank may terminate the contract at any time subject to two months' notice by registered letter.

If the user of the payment services is not a consumer, the bank may terminate the contract at any time subject to one month's notice by registered letter.

However, if this contract is linked to a credit facility that is governed by the Law on Consumer Credit, the notice period will be the one mentioned in the credit facility contract.

The fees charged periodically pursuant to this contract are only payable by the cardholder on a pro rata temporis basis until termination of the contract.

If fees are paid in advance, they shall be reimbursed on a pro rata temporis basis as from the month following that in which the contract is terminated.

If the user of payment services is not a consumer, this clause shall not apply unless expressly stated to the contrary.

If the Card Holder uses the Card in a manner that breaches these Terms and Conditions, the Bank reserves the right to instruct the payment terminals and ATM network in Belgium or abroad (insofar as this is technically feasible) and Retailers to withhold or reject the Card.

If this product was acquired remotely, the Card Holder is entitled to withdraw from this agreement without giving a reason or incurring a penalty, within a period of 14 calendar days starting from the day on which the agreement was entered into. Any Card Holder who does not exercise this right of withdrawal is then permanently bound by the provisions of the agreement. Usage of the Card within the 14-day time period is considered as the Card Holder's consent to begin provision of the service.

If the user of payment services is not a consumer, this clause shall not apply unless expressly stated to the contrary.

## **X FEES, CHARGES AND EXCHANGE RATES**

**X.1** Cards are provided subject to the payment of a periodic service fee which is automatically debited in advance from the Account.

**X.2** Charges are, or may be, payable for the following:

- the electronic transfer of funds using the Card;
- the issue of a new Card to replace one that was stolen, lost or damaged;
- the dispatch or provision of a new PIN to replace one that has been forgotten;
- changes to the monthly spending limit for the Card.

Withdrawals and payments in a non euro-zone currency will be converted at an exchange rate based on the indicative exchange rates published by the European Central Bank plus an exchange margin.

**X.3** The periodic service fee, the charges and commissions for the electronic transfer of funds using the Card, the exchange rate charges and the charges referred to in Article X.2, paragraph 1 are

set out in the scale of charges that is available to the Card Holder at all the Bank's branches.

## **XI COMPLAINTS AND RECOURSE**

If Card Holders are not satisfied with the services provided by the Bank, they should advise one of the bank's branches accordingly.

Without prejudice to any recourse to the courts, all complaints should be submitted in writing to:

BNP Paribas Fortis SA/NV  
Ombudsman Service (1QA8D)  
Montagne du Parc/Warandeberg 3  
1000 Brussels  
Fax: +32 (0)2 228 72 00

If Card Holders are not satisfied with the solution offered by the Bank, they should submit the dispute to the:

Mediation Service  
Banks - Credit- Investment  
rue Belliard 15-17, boîte 8  
1040 Brussels  
Tel. +32 2 545 77 70  
Fax: +32 2 545 77 79  
E-mail: [Ombudsman@OmbFin.be](mailto:Ombudsman@OmbFin.be)

FPS Economy, SME.s, Self-employed and Energy  
Direction Générale Contrôle et Médiation/ Algemene  
Directie Controle en Bemiddeling  
WTC III  
Av. Simon Bolivar/ Simon Bolivarlaan 30  
1000 Brussels  
E-mail: [eco.inspec.fo@economie.fgov.be](mailto:eco.inspec.fo@economie.fgov.be)

## **XII. MODIFICATIONS OF THE PRESENT GENERAL TERMS AND CONDITIONS**

The Card Holder shall be informed of any modifications to these General Terms and Conditions in an advice included with an account statement, in an ordinary letter sent by post or by means of another durable medium available and accessible to the Card Holder or Account Holder. This information shall be provided at least two months before the modifications concerned are brought into force.

As well as providing the information specified in the first paragraph, the Bank shall also advise the Card Holder or Account Holder that he has a period of time, amounting to at least two months, in which to terminate the contract, without penalty, and that if he does not terminate the contract within that period, he shall be deemed to have agreed to the modified Terms and Conditions.