



BNP PARIBAS
FORTIS



General Terms and Conditions of Insurance

GOLD CARD INSURANCE

Version 01/01/2015

TeleClaims

In the event of a claim:

Email: goldcardinsurance@aginsurance.be

Fax: 02/664.40.73

During office hours:

+32 (2) 664.45.25

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

Office of the Ombudsman

Bd. E. Jacqmainlaan 53

1000 Brussels

Email: ombudsman@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



F04085E - 09/02/2015

AG Insurance SA/NV

Boulevard E. Jacqmain/E. Jacqmainlaan 53, B - 1000 BRUSSELS • Brussels Register of Companies • VAT BE 0404.494.849

Insurance company accredited under number 0079 for the sectors "Life" (Royal Decree of 04/07/1979 – Belgian Official Gazette of 14/07/1979), "Accidents", "Illness" and "Various Monetary Losses" (Royal Decree of 18/07/1983 – Belgian Official Gazette of 29/07/1983)

Section 1. DEFINITIONS

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

Policyholder: Fortis Bank 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 cohabiting partner of the insured who is resident at the same address in Belgium as the insured, and their children up to the age of 25 who are domiciled at the same address as the insured, and also their children up to the age of 25 who are not resident at the same address as the insured, but who are still dependent on the insured or his spouse or cohabiting partner.

Third party: any person other than the insured and his family and his descendants or ancestors.

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

Section 2. GUARANTEES

2.1. Purchase guarantee

2.1.1. Definitions inherent to the guarantee:

- **Accidental damage:** any form of destruction of, or partial or complete damage to a purchased item due to an unforeseen and sudden event.

- **Aggression:** any form of physical or psychological violence for the purpose of stealing the insured item.

- **Burglary:** forcing, damaging or destroying a locking mechanism in a building.

- **Whole:** if the insured item forms part of a whole and it proves the case that it cannot be used or replaced individually as a result of damage, the guarantee will extend to the whole.

- **Aggravated theft:** theft involving burglary or aggression by a third party.

- **Insured item:** any new movable item intended for private use by the insured or his family that is paid for in full using 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' works, motor vehicles and their parts, options and accessories, mobile telephones, software, 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, spectacles, any item that is custom-made and second-hand goods.

2.1.2. Subject of the guarantee

This guarantee is payable within the limits set for it:

- in the case of aggravated theft of the insured item: the purchase price of the insured 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 will be regarded as one and the same claim, when relating to:

- a set of insured items;
- different insured items.

2.1.3. 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.

2.1.4. Excess:

An exemption of EUR 75 per claim applies.

2.1.5. Exclusions:

The insurer will not pay in case of:

- a) normal wear and tear or gradual deterioration of the insured item due to erosion, corrosion, damp or the effects of heat or cold on this item;
- b) the insured item has a hidden defect;
- c) the failure to comply with instructions for use or maintenance as recommended by the manufacturer or distributor of the item;
- d) the loss or disappearance of the insured item;
- e) accidental damage caused to the insured item by pets which the insured owns or is looking after at the time of the claim;
- f) damage caused during transport or handling by the seller or courier service;
- g) cosmetic damage, such as scratches, stains or loss of colour that do not impair the functioning or use of the insured item;
- h) damage that is intentionally caused to the insured item by the insured or his family;
- i) theft involving burglary or aggression for which no report is submitted to the competent authorities within 48 hours of the burglary or aggression.
- j) theft of an insured item left in an unsupervised vehicle;

2.2. Internet purchase guarantee

2.2.1. Definitions specific to the guarantee:

- **Defective delivery:** the insured item is damaged, broken or incomplete;
- **Non-compliant delivery:** the purchased and received item does not match the manufacturer's or distributor's reference quoted on the delivery note; A reference is a product and colour code, that consists of a combination of numbers and/or letters;
- **Non-delivery:** the insured item is not delivered within 90 calendar days of the date of purchase; if a delivery deadline was agreed, the delivery did not occur within 90 days after the agreed delivery date.
- **online payment:** a payment via the Internet using the insured credit card for which the insured's bank account was debited and the amount of which is shown on the statement for the insured credit card;
- **Salesperson:** any trader who sells an insured item via the Internet.
- **Insured item:** any new movable item intended for private use by the insured or his family 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' works, motor vehicles and their parts, options and accessories, mobile telephones, software, 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, spectacles, any item that is custom-made and second-hand goods.

2.2.2. Subject of the guarantee:

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

- a) in case of non-compliant or incorrect delivery within 90 days of purchase:
 - if the seller accepts the return of the insured item and sends a replacement item or reimburses 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 either send a replacement item nor reimburse 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 (including delivery 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 (including delivery charges).The non-compliance or defect in the delivered item must be confirmed in writing by the insured to the seller within 30 days of receipt of the purchased item.

- b) in the event of non-delivery: refund of the purchase price for the insured item (including delivery charges) to the insured.

2.2.3. Insured amount:

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

2.2.4. Excess:

An excess of EUR 50 applies per claim.

2.2.5. Exclusions:

The insurer will not pay:

- a) on non-delivery of the insured item because of a strike by the postal or courier services;
- b) if the insured item has a hidden defect;
- c) for cosmetic damage, such as scratches, stains or loss of colour that do not impair the functioning or use of the item;
- d) for damage that is intentionally caused to the insured item by the insured or his family;
- e) for problems with the quality and authenticity of the insured item.

2.3. Card fraud:

2.3.1. Subject of the guarantee:

The insurer shall pay, within the limits defined for this guarantee, for:

- the excess applied by ATOS Worldline NV to the reimbursement 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.

2.3.2. Insured amount:

Payment by the insurer for this guarantee is limited to EUR 150 per claim (which corresponds to the excess applied by ATOS) 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.

2.3.3. Excess:

No excess applies.

2.3.4. Exclusions:

The insurer will not pay in the event of:

- fraudulent use arising from a deliberate error or complicity on the part 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 relatives by marriage or blood relatives in the ascendant, descendant or collateral lines or a member of his family.
- fraudulent use of the insured card after a loss or theft for which the insured card holder did not submit a complaint to the police within 48 hours of its loss or theft.

2.4. Travel cancellation:

2.4.1. Definitions specific to the guarantee:

- **Serious material damage:** any material damage to the insured's property (land and buildings) where he is domiciled or to the professional premises where he works as a self-employed professional or runs a business, that is serious enough to urgently require the presence of the insured at the scene to take urgent precautionary measures or if the police requires his 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 confirmed by a competent medical authority, and as a result of which it is impossible to start or continue with the reserved trip.
- **Illness:** any change in the state of health, confirmed by a competent medical authority, that requires medical care and that makes it impossible to start or continue with the reserved trip. Pregnancy is not an illness.
- **Insured trip:** any travel of more than 100 km from the domicile of the insured for which at least 70% of the costs for the return travel and the accommodation expenses were paid using the insured card. The travel and the stay must take place during a period of a maximum of 120 consecutive days.

2.4.2. 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 incurred by the cancellation, interruption or changes to an insured trip that was paid for in full using an insured credit card by the insured for himself or his family.

The cancellation, changing or interruption of the insured trip is caused by:

- illness, accident or death on the part of:
 - a) the insured cardholder, his spouse or cohabiting partner and their descendants or ancestors, brothers and sisters
 - b) brothers- and sisters-in-law, sons- and daughters-in-law, parents-in-law; these persons must be married or legally cohabiting with respectively the sister, brother, daughter, son, mother or father of the insured or of his co-habiting partner;
- serious material damage that affects the insured.

For the insured and the members of his family taking part in the insured trip, the illness must not be a recurrence or a complication of a pre-existing illness at the time of reserving the trip. By a pre-existing illness we mean an illness for which treatment was started or applied during the 2 months prior to reserving the insured trip.

For the insured and the members of his family, his ancestors, brothers and sisters, brothers- and sisters-in-law, sons- and daughters-in-law, parents-in-law who are **not taking part** in the insured trip, the illness or accident must involve at least 2 days hospitalisation during the period of 10 days prior to the departure date of the insured trip to which the travel cancellation guarantee is to apply.

In the case of the death of a person who is not the insured or a member of his family and who is not taking part in the insured trip, this death must occur within 30 days prior to the planned departure date in order for the guarantee to apply.

The cancellation and change guarantees begin:

- in the case of illness, accident or death: from the date the trip is purchased;
 - in the case of serious material damage: from a maximum of 10 days prior to the departure date.
- They end at midnight on the departure date.

The interruption guarantee commences on the first day of the insured trip and ends on the date that the insured plans to return to his normal place of residence.

2.4.3. Insured amount:

In the event of cancellation or changes, the insurer will refund the costs incurred by the insured, as determined in the general terms and conditions of sale of the insured trip, In the event of interruption the insurer shall refund the portion of the services that were not used. The costs of changes to or interruption of the insured trip may not exceed the cost of cancellation of the trip.

In any case, the insured amount is limited to EUR 6,500 per family and per trip and per calendar year with a maximum of 2 cancellations/changes/interruptions per calendar year.

2.4.4. Excess

An excess of EUR 125 applies per claim and per insured trip.

2.4.5. Exclusions

The following are not insured:

- a) trips related to professional activities;
- b) trips for the purpose of undergoing medical treatment;
- c) trips taken against medical advice;
- d) psychological illnesses;
- e) the consequences of using drugs, alcohol or non-prescription medicinal products;
- f) a voluntary termination of pregnancy
- g) accidents that occurred during test drives, races or competitions using motorized vehicles;
- h) accidents resulting from the use of aircraft (other than aircraft equipped for the transport of passengers);

- i) for the 'Interruption' guarantee, any illnesses or minor injuries that can be treated locally.
- j) costs that were not paid using the insured card, as well as costs other than those for accommodation or travel;
- k) the cancellation insurance premium that the insured paid to his travel agency if he forgot to reject it or if it is automatically included in a fixed price that the insured accepted.

Section 3. GENERAL EXCLUSIONS

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

- war or civil war;
- rioting, civil unrest or collective acts of violence of a political, ideological or social nature, whether or not accompanied by uprisings against the government or any established force, if the insured actively participates in them;
- extortion of any kind;
- nuclear fission or fusion, radioactivity or ionising radiation with the exception of medical radiation;
- a structural change in the atomic nucleus;
- natural disasters;
- intent, fraud or collusion by the insured, his spouse or partner, their relatives by marriage in the direct line or blood relatives in the collateral line or by members of his family.

Section 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 events on which the claim is based.

The insurer reserves the right to request any documents from the insured that might be useful in determining and assessing the claim and in evaluating the compensation. The insured must follow the insurer's instructions and carry out all steps that the insurer requires.

4.2 For the 'Purchase guarantee'

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

- a) the original purchase invoice, cash receipt or delivery note for the purchased item showing the date of purchase and the specifications of the purchased item;
- b) proof of payment of the item using the insured credit card;
- c) a copy of the monthly statement for the insured credit card showing the payment for the purchased item.

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

The insured must keep the insured item available to the insurer and, if requested by the insurer, must provide it to him. In this case, delivery charges shall be paid by the insurer.

4.3 For the 'Internet purchase guarantee'

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

- a) the original purchase invoice or delivery note or email from the seller stating the date of purchase and describing the purchased item;
- b) proof of payment for the item using the insured credit card;

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

- a) a statement including a full description of the received item and the reason(s) why it does not comply with the specifications of the ordered item;
- b) a voucher including delivery charges if the item was returned to the seller, or any other document that may be useful to the insurer when assessing the claim.
- c) proof of delivery of the purchased item such as the delivery note from a private courier service or proof of receipt if delivery was made by the postal service.
- d) a copy of all correspondence and emails exchanged with the seller.

If the insured item has not been returned to the seller, the insured must keep it available to the insurer and, if requested by the insurer, provide it to him.

In the event of non-delivery of the purchased item, the insured must provide the insurer with a copy of all correspondence and emails exchanged with the seller, and a declaration stating that the purchased item has not been delivered.

In the event of defective delivery, the insured must provide the following to the insurer:
a) a fully completed declaration including a description of the item received and the reason(s) why the insured regards the insured item as being defective;
c) proof of delivery of the purchased item such as the delivery note from a private courier service or receipt if delivery took place by post.

In any case, the insured undertakes to notify the insurer of any actions by the seller (delivery, reimbursement, credit note, etc.) after the claim is submitted.

The insured must keep the insured item available to the insurer and, if requested by the insurer, must provide it to him. In this case, delivery charges shall be paid by the insurer.

4.4 For the 'Card fraud' guarantee

In all cases, the insured must:

- a) 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;
- b) provide a copy of the official police report to the insurer without delay;
- c) provide the insurer with a copy of the claim submitted to ATOS, as well as the proof of payment by ATOS.

In the case of fraudulent use of the insured credit card, the insured must send the insurer a copy of the bank documents showing the amounts that have been fraudulently withdrawn using the insured credit card.

4.5. For the 'Travel cancellation' guarantee

The insured must take all necessary steps to limit the extent of the damage as quickly as possible. He must in all cases either amend or cancel the insured trip from the moment that any event occurs that triggers the application of this guarantee.

The insured must send the Company's medical advisor all the necessary documents relating to the illness or death of the person due to which he wants to cancel, change or interrupt the insured trip.

The insured and the members of his family agree that, at the request of the insurer, they will undergo a medical examination. The fees for this medical examination will be borne by the insurer.

All the information the insurer requires must be sent to him in the required form and at the expense of the insured.

In all cases the insured must provide the following to the insurer:

- a) proof of payment for the insured trip using the insured credit card;
- b) 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 provide the following to the insurer:

- a) the original purchase and cancellation invoice issued by his travel agency;
- b) all supporting vouchers, certificates or documents that confirm the cancellation of the insured trip.

In the event of interruption of the trip the insured must provide the insurer with

- a) a statement from the travel agency stating by how many days the trip has been cut short;
- b) all supporting vouchers, certificates or documents that confirm the interruption of the insured trip.

In the event of changes to the trip, the insured must provide the following to the insurer:

- a statement from the travel agency relating to the reason why the insured trip has been changed;
- all supporting vouchers, certificates or documents that confirm the changes to the insured trip.

In the case of serious material damage, the insured must provide a document to the insurer confirming the seriousness of the material damage suffered and the precautionary measures taken and/or a certificate from the competent authority that the insured's presence was required on-site.

4.6. 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.

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.

The insured items or trips that were reserved or paid for prior to the start date of the above 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 can return the insured credit card within 30 days of notification of that amendment.

In the absence of any notification 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. 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 29, 1000 Brussels. Pursuant to the Belgian law of 1 April 2007 on insurance against damage caused by terrorism, the performance of all commitments 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 amendments to this basic amount, the altered amount will apply automatically from the first renewal date after the changes, 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 spreading over time of the performance of the commitments 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.

5.7. Handling of personal data

The insured consents to the registration and processing of his 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 personal data is restricted to those persons who require such access to perform 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 express and specific agreement to AG Insurance SA/NV processing his 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 object to the use of his personal data for direct marketing, on request and free of charge. The insured is entitled to access his personal data and have it amended, if required. The insured must address a dated and signed written request to the insurer for this purpose.

5.8. 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 notification to the insured will be regarded as valid if it is sent to his last address known to the policyholder.

5.9. 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.