

Keytrade Bank VISA Classic

General Terms and Conditions of Insurance

These general sales terms and conditions apply for the insurance policies 'Safe Online' and 'Purchase Insurance' offered to the holder within the framework of the Keytrade Bank VISA Classic card.

In addition to these general terms and conditions of insurance, the following shall also apply:

- the VISA card special conditions governing the respective rights, obligations and responsibilities of the parties concerned for the issuing and use of the card;
- the special insurance conditions for which the special applicable guaranteed conditions relating to the insured risk have been filed.

The general and special terms and conditions of insurance shall together form the insurance terms and conditions. In the event of a contradiction between these general terms and conditions and the special terms and conditions, the latter shall prevail.

In order to be able to benefit from the work, cover or service, the card must be used in accordance with the bank's conditions.

In addition, the validity date of the terms and conditions of insurance must not have passed.

1. Definitions

- **Insurer:** Inter Partner Assistance SA, an insurance company certified by the BNB under number 0487, with registered office at Boulevard du Régent 7 in 1000 Brussels - BE0415 591 055- member of the AXA Assistance Group, hereinafter referred to as "AXA Assistance"
- **The policyholder :** Keytrade Bank, Boulevard du Souverain 100, 1170 Brussels
- **The insured:** the person entered as an insured in the special application terms and conditions.
- **The cardholder:** holder of a Keytrade Bank VISA Classic card as specified in the special application terms and conditions.
- **The insured card:** the Keytrade Bank VISA Classic card issued by the policyholder, which has not been permanently cancelled or blocked and for which contributions are duly paid.
- **Length of insurance conditions:** the period agreed contractually between the insurer and the policyholder.

2. Start and end of the cover

The guarantees shall begin as soon as the cardholder is in possession of the card, as specified in the special terms and conditions of application.

The cover shall end:

- if the card has been definitively blocked by the bank;
- if the client rejects the card, or;
- if the card is no longer valid.

The cover shall automatically end in the following cases:

- in case of non-renewal or withdrawal of the card by Keytrade Bank
- in case of non-renewal or termination of the contract between the insurer and the policyholder.

The special terms and conditions may establish specific time periods for cover of the insured claims.

3. What to do in case of a claim/incident?

The claim must be made in writing.

Procedure:

- Download the corresponding claim form from the website www.keytradebank.be
- Send the duly signed and completed form:
 - scanned by email to claims-assistance@axa-assistance.com
 - or by post to:
AXA Assistance
c/o Carte Keytrade Bank VISA Classic – Service Remboursements
Boulevard du Régent 7
1000 Brussels.

4. Compensation for claims

All sums that the insurer must pay by virtue of the terms and conditions of insurance shall be paid to the insured.

All amounts paid are expressed in euros (€).

5. Subrogation

The insurer shall stand in for the insured with respect to his or her rights, actions and forms of recourse against any third parties, and this at the insured's expense.

Except in case of ill will, the insurer may not address himself to the descendants, ancestors, partner or other relatives in the cardholder's direct line, nor to any persons living under the same roof, his or her guests or servants. The insurer may however contact said persons if their liability is actually guaranteed by an insurance contract.

6. Acknowledgement of debt

The insured shall undertake to reimburse the insurer within the month for all services not covered by the contract and which have been bestowed on him or her in advance.

7. Privacy and personal data protection

Person responsible for processing the data

Inter Partner Assistance, S.A. with registered office at 7 Boulevard du Régent in 1000 Brussels, registered in the Crossroads Bank of Enterprises under no. 0415.591.055 (hereinafter referred to as "Inter Partner Assistance").

Purposes of processing and recipients of data

Personal data, communicated by the person himself or herself or legitimately received by Inter Partner Assistance on behalf of the member companies of the AXA Group, companies affiliated with them, the employer of the person concerned or third parties, may be processed by Inter Partner Assistance for the following purposes:

- personal file management
- insurance contract management
- customer service
- management of the relationship between Inter Partner Assistance and the insurance intermediary
- detection, prevention and fight against fraud
- anti-money laundering and terrorism funding
- portfolio surveillance
- statistics studies

To the extent that the communication of personal data is required to allow the purposes listed above to be achieved, the personal data may be communicated to other member companies of the AXA Group, to companies and/or persons linked to it (lawyers, experts, medical advisers, reinsurers, co-insurers, insurance intermediaries, service providers, other insurance companies, representatives, pricing monitoring agency, claim settlement agencies, Datassur).

These data may also be communicated to the monitoring authorities, the competent public authorities and any other public or private body with which Inter Partner Assistance may have to exchange personal data in accordance with the applicable legislation.

Data processing for direct marketing purposes

The personal data, communicated by the person concerned himself or herself or received legitimately by Inter Partner Assistance direct may be communicated to other companies of the AXA Group and to companies linked to Inter Partner Assistance and/or the insurance intermediary for the purposes of their own direct marketing or for joint direct marketing operations (commercial actions, personalised advertisements, profiling, data matching, reputation etc.), with a view to

improving the knowledge of shared customers and prospects, notifying the latter regarding their activities, products and respective services and sending them commercial offers.

In order to provide the most appropriate services regarding direct marketing, such personal data may be communicated to companies and/or persons acting as subcontractors or service providers working on behalf of Inter Partner Assistance, other AXA Group companies and/or an insurance intermediary.

These processes are necessary for legitimate Inter Partner Assistance interests that are consistent parts of development of its economic activity. Where appropriate, these processes may rely on consent from the person concerned.

Transfer of data outside the European Union

The other companies of the AXA Group, companies and/or people connected with them to whom the personal data is communicated may be situated both within and outside of the European Union. In case of transfers of personal data to third parties outside of the European Union, Inter Partner Assistance complies with the legal and regulatory terms and conditions in force with respect to such transfers. It shall in particular provide an adequate level of protection to the personal data thus transferred based on alternative mechanisms put in place by the European Commission, such as the standard contractual clauses or the corporate rules of the AXA Group in case of intra-group transfers (Mon. B. 6/10/2014, p. 78547).

The person concerned can obtain a copy of the measures implemented by Inter Partner Assistance to allow them to transfer personal data outside the European Union by sending a request to Inter Partner Assistance at the address given below ('Contact Inter Partner Assistance').

Processing of health-related data

Inter Partner Assistance guarantees compliance with the specific rules applicable to the processing of data relating to the health of the persons concerned by taking all the technical and organisational measures required to this end.

- The processing of this data is only carried with the express written consent of the person concerned or - if he or she is physically or legally incapable of giving his or her consent - to preserve their vital interests at stake.
- The processing of this data is carried out under the surveillance of doctors (medical advisers), who are bound to uphold medical secrecy, by Inter Partner Assistance employees specially designated for this purpose.
- The medical certificates and other documents with this data, which are required for negotiation, on the conclusion or execution of the contract, including claims management, shall only be submitted to the medical advisers of Inter Partner Assistance. The medical advisers shall for their part only communicate to Inter Partner Assistance or the persons strictly designated for this purpose the data regarding the current state of health of the persons concerned and which are strictly relevant in view of the risk for which these documents have been drafted.
- The transfer of this data is only carried out to the extent that it proves necessary and that the recipients have sufficient guarantees to ensure compliance with the rules specific to their processing. Prior to this transfer, Inter Partner Assistance shall ensure that it is minimised, pseudonymised or, if necessary, fully anonymised.

Retention of data

Inter Partner Assistance keeps the personal data collected in connection with the insurance contract throughout the length of the contractual relationship and the management of claim files, with the data being updated each time circumstances dictate, and with this period to be extended by the legal retention period or the limitation period so as to be able to meet needs and any possible channels of recourse that might be taken after the end of the contractual relationship or the closure of the claim file.

Inter Partner Assistance keeps the personal data regarding rejected quotes or those which are not followed up by Inter Partner Assistance until five years after issuing of the quote or the refusal to conclude.

Need to supply personal data

The personal data for the person concerned that Inter Partner Assistance requests should be supplied are required for the conclusion and implementation of the insurance contract. Not to supply this data could render impossible the conclusion or proper implementation of the insurance contract.

Confidentiality

Inter Partner Assistance has taken all the necessary measures to preserve the confidentiality of personal data and to prevent any unauthorised access to or abuse, modification or deletion of said data.

To this end, Inter Partner Assistance is abiding by security and service continuity standards and regularly assesses the security level of its processes, systems and applications as well as those of its partners.

The rights of the person concerned

The person concerned has the right:

- to obtain from Inter Partner Assistance confirmation that the personal data concerning him or her are or are not processed and – if they are – to access this data;
- to check and if necessary add to his or her personal data if it is incorrect or incomplete;
- to delete the personal data in some circumstances;
- to limit processing of the personal data in some circumstances;
- to object to the processing of his or her personal data based on the legitimate interests of Inter Partner Assistance, for reasons relating to his or her particular situation. The person responsible for the processing no longer processes the personal data, unless he or she is able to prove that there are legitimate and imperative reasons for the processing that prevail over the interests, rights and freedoms of the person concerned;

- to object to the processing of his or her personal data for direct marketing purposes, including the profiling carried out for direct marketing purposes;
- not to be subject to a decision based exclusively on automated processing, including profiling, which produces legal effects concerning him or her or affecting him or her substantially; however, if this automated processing is required for the conclusion or execution of a contract, he or she has the right to a human intervention by Inter Partner Assistance, to express his or her point of view and contest Inter Partner Assistance's decision;
- to receive his or her personal data that have been supplied to Inter Partner Assistance, in a structured format currently usable and legible using a machine; to send these data to another person responsible for processing, if (i) the processing of his or her personal data is founded on his or her consent or for the needs of the execution of a contract and (ii) the processing is carried out with the help of automated processes; and to have his or her personal data sent directly from one person responsible for processing to another, if this is technically possible;
- to withdraw his or her consent at any time, without prejudice to the processing carried out legitimately before consent was withdrawn, if the processing of the personal data is based on his or her consent;

Contacting Inter Partner Assistance

The person concerned may contact Inter Partner Assistance to exercise his or her rights at the following addresses, accompanied with a recto verso photocopy of his or her proof of identity:

- by post:
Inter Partner Assistance - Data Protection Officer, Boulevard du Régent 7, 1000 Brussels
- by email:
dpo.BNL@axa-assistance.com

Inter Partner Assistance will process the requests within the deadlines provided for in the legislation. Unless there is a manifestly unfounded or excessive request, no payment will be required for processing these requests.

Submitting a complaint

If the person concerned feels that Inter Partner Assistance does not comply with the regulations in this regard, he or she is invited to contact Inter Partner Assistance as a matter of priority.

The person concerned may also file a claim with the Personal Data Protection Authority at the following address:

Rue de la Presse, 35
1000 Brussels
Tel: + 32 2 274 48 00
Fax: + 32 2 274 48 35

commission@privacycommission.be

The person concerned may also file a complaint with the Court of First Instance.

8. Consent clause

The insured authorise AXA Assistance to process the medical data or other sensitive informations concerning them, provided it is necessary for follow-up of: assistance management, management of costs and the calculation of assistance and management of any possible disputes.

9. Complaints

Any complaint concerning the contract may be addressed to the AXA Assistance Customer Care department by letter or email to: customer.care.bnl@axa-assistance.com or to the Insurance Ombudsman, Square de Meeus 35, 1000 Brussels. Filing a complaint shall not limit the cardholder and/or insured's opportunity to initiate legal proceedings.

10. Modification of insurance conditions

Any modification of terms and conditions shall be communicated to the insured via the usual channels (monthly expenditure statements or letter) and shall apply to the insured from that moment on.

11. Applicable law and competent jurisdiction

Belgian law applies to the terms and conditions of insurance.

All disputes shall be exclusively judged by the competent Belgian courts.