

# Keytrade Bank VISA Gold

## 'Safe Online' insurance

### Special conditions

#### 1. Definitions

- **Vendor:** any company registered with the Belgian Crossroads Bank for Enterprises (or any equivalent foreign register) and with an active VAT number (or equivalent), offering the sale of the guaranteed goods via the internet.
- **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”.
- **Non-compliant delivery:** the guaranteed goods received do not correspond to the manufacturer or distributor reference indicated on the purchase order, or the received goods have a defect that prevents their normal use, are broken or incomplete.
- **Internet payment:** all payments made using the Keytrade Bank VISA Gold card, with or without entering the PIN, without a written or electronic signature, and for which the amount is debited from the Insured's account.
- **Claim:** an event covered by this guarantee.
- **Return of the item:** return of the Insured purchase/Insured goods by the customer to the Vendor.

#### 2. Guarantee

AXA Assistance will compensate the Insured if no satisfactory solution has been reached between the Vendor and AXA Assistance or the Insured at the latest on the 90th day following allocation of the payment to the Insured and provided that the goods have been 100% paid for using the Keytrade Bank VISA Gold card.

##### 2.1 Delivery of goods purchased over the Internet

In case of a problem concerning delivery of an Internet purchase made by the Insured, the Insured can call upon an intervention for the 'fully secure online purchase' insurance provided the following conditions are all met:

- the Insured goods must have been paid for in full using a Keytrade Bank VISA Gold card;
- the purchase payment must appear on the card statement.

##### 2.2 In case of non-compliant delivery or non-delivery of an Insured purchase

- If the Vendor agrees to return the item and sends a replacement item or compensates the Insured, the insurance shall cover the costs for returning the item to the Vendor, if the latter does not cover them itself
- If the Vendor agrees to return the item, but does not send a replacement item and does not compensate the Insured within 90 days following the return of the non-compliant item, the insurance covers the costs for returning the item to the Vendor and/or reimbursing the value of the purchase of the Insured item
- If the Vendor does not agree to return the item, the insurance covers the costs to return the Insured goods to AXA Assistance, Boulevard du Régent 7, 1000 Brussels and refund the purchase price for the guaranteed goods.

The amount of the Insured goods purchase includes all taxes, with the maximum being the sums paid to the Vendor.

AXA Assistance reserves the right to perform an expert study or investigation for its own account to determine the circumstances and true value of the Insured's loss and, logically, the reimbursement amount that AXA Assistance must pay to the Insured by virtue of this contract.

#### 3. Insurance beneficiary

Is the holder of a Keytrade Bank VISA Gold card, legally residing in Belgium as a private individual, acting exclusively on a personal level and not within the framework of the performance of a professional or commercial activity, and who has paid in full the sums for the purchases concerned using the Keytrade Bank VISA Gold card.

The card holder is the natural person whose name is written on the card.

#### 4. Insured

The insurance beneficiary (card holder) and his/her legal or de facto spouse if he or she lives at the same address, as well as children (aged under 25), regardless whether or not they legally reside with the insurance beneficiary.

#### 5. Insured goods

Insured goods are any moveable goods for private use, bought new by the Insured on the Internet, provided they are sent by post with delivery follow-up or by private transporter, of a unit value from 50 euros to 1,000 euros including VAT and which are not excluded from this guarantee.

The following goods and claims shall be excluded from this guarantee:

- animals;
- perishable goods and foodstuffs;
- drinks;
- plants;
- motor vehicles;
- jewellery and precious items of a value of at least 50 euros such as: works of art, gold and silver items;
- digital data to be viewed or downloaded online (in particular MP3 files, photographs, software etc.);
- currency, shares, bonds, coupons, deeds and papers, household effects, along with securities of all kinds;
- service provisions, including those consumed online;
- goods for professional use;
- goods for commercial use;
- goods purchased on an auctioning site.

## **6. Amount of compensation per claim and per year of insurance**

Compensation is limited to 1,000 euros per item per year of insurance.

When damaged purchases are part of a set and following a claim they prove to be unusable individually or irreplaceable, there will be an intervention for the price of the full set.

The compensation shall be paid to the Insured, including taxes in euros, to the account number indicated by the Insured.

## **7. Territoriality of the delivery cover for purchases over the Internet**

### **7.1 Territoriality of the Vendor**

The only purchases covered shall be those made on a trading site registered in the European Union, United Kingdom or United States.

### **7.2 Territoriality of the delivery of the guaranteed goods**

The guaranteed goods must be delivered in the country of issue of the Keytrade Bank VISA Gold card.

## **8. Exclusions**

The following claim cases shall not be covered:

- the damage intentionally caused to the guaranteed goods by the Insured or by a close relative (spouse, legal partner, descendants or parents or grandparents);
- in case of non-delivery of the guaranteed goods following a strike by service providers or transporters, a lock-out or sabotage within the framework of an agreed strike, lock-out or sabotage;
- the damage caused by an act of war, riot, revolt, rebellion, revolution, terrorism, or case of force majeure;
- the damage resulting from a nuclear reaction or nuclear radiation;
- a hidden defect of the guaranteed goods;
- claims resulting from fraudulent use of the Keytrade Bank VISA Gold card as well as those resulting from a purchase from a fraudulent site (e.g. sites run by a non-existent legal entity, sites offering reasonably dubious or misleading information or transactions, or sites using unsecured or misleading payment methods).

## **9. What to do in case of a claim/incident?**

The Insured must report the claim to AXA Assistance as quickly as possible and at the latest within five business days following discovery, in the form of a signed written statement specifying the location and circumstances of the offence.

To this end, the Insured should use the 'Safe online - intervention request' form, which he or she can print out from the website [www.keytradebank.be](http://www.keytradebank.be). This form must be sent, duly completed and signed, along with the relevant supporting documentation, by email to AXA Assistance: [claims-assistance@axa-assistance.com](mailto:claims-assistance@axa-assistance.com), or by email to: AXA Assistance, Service Remboursements Keytrade Bank VISA Gold, Boulevard du Régent 7, 1000 Brussels.

In the event of a non-compliant delivery, the Insured is assumed to have learned of the offence as of receipt of the delivery or as soon as he or she observes that the delivery is non-compliant.

## **10. Necessary supporting documentation**

The Insured must submit supporting documentation for his or her claim:

- order confirmation printout (email), Vendor email confirming the order or a printout of the order page on the website;
- a copy of the card statement and the Insured's debit notice, from which it is apparent that the order amounts have been debited from his or her account;
- in case of delivery by a transporter: the delivery slip;
- in case of shipping via post: the receipt;
- if the sold goods are returned to the Vendor: the receipt demonstrating the transport costs with acknowledgement of receipt;
- any other documents or information that AXA Assistance may need to validate the request for compensation and proceed with a correct appraisal of the damage.

**11. Expert study/amount of refund**

AXA Assistance can send an expert or investigator to analyse the circumstances of the claim and estimate the reimbursement amount.