

Special Terms and Conditions for «Insurance Products»

Special Terms and Conditions in force from 8 October 2021

> 1. Scope

- 1.1 These Special Terms and Conditions for “Insurance Products” govern the contractual relationship between the Bank and its Customers, as regards the insurance mediation services provided by the Bank and as regards to the Insurance Product offering on the Bank’s Website or any other communication channel.
- 1.2 The Bank’s General Terms and Conditions also apply to the services provided by the Bank as part of its insurance mediation operations, for anything not explicitly governed by these Special Terms and Conditions for “Insurance Products”. Should there be any contradictions, these Special Terms and Conditions will prevail over the General Terms and Conditions.
- 1.3 These Special Terms and Conditions for “Insurance Products” are also stipulated for the benefit of the insurance company concerned, without prejudice to its own general terms and conditions or the contractual documents between the company and its Customers and which take precedence, in relations between the insurance company and the Customers, over these Special Terms and Conditions for “Insurance Products”.

> 2. Information about the Bank

- 2.1 The Bank is the Belgian branch of Arkéa Direct Bank, a public limited company with a Board of Directors and a Supervisory Board governed by French law, located at Tour Trinity - 1 bis place de la Défense 92400, Courbevoie, France, which has its registered office in Belgium at Boulevard du Souverain, 100, Watermael-Boitsfort (1170 Brussels), Tel.: + 32 (0) 2 679 90 00, info@keytradebank.com and registered in the Brussels Register of Companies under identification number BE 0879.257.191.
- 2.2 Arkéa Direct Bank SA (France) is registered under No. 14518 on the list of credit institutions approved by the Autorité de Contrôle Prudentiel et de Résolution (list available at www.acpr.banque-france.fr) and is regulated by this organisation. It is registered on the list of credit institutions governed by the law of another Member State of the European Economic Area having a branch in Belgium, and is partially regulated by this organisation and by the Financial Services and Markets Authority (“FSMA”).
- 2.3 Arkéa Direct Bank SA (France) is registered as an insurance intermediary with the Insurance Intermediary Registry (“ORIAS”) (as an insurance broker and as a general insurance agent under ORIAS number 07008441). The ORIAS is the French organisation with which insurance intermediaries in France must be registered. For the insurance intermediary operations that it undertakes through its Belgian branch Keytrade Bank, Arkéa Direct Bank SA (France) is also registered, with the FSMA under number 7008441, as an insurance agent, on the list of insurance intermediaries included in the register of a Member State of the European Economic Area, other than Belgium, which are authorised to do business through a branch in Belgium or under the freedom to provide services in Belgium.
- 2.4 The Bank does not offer insurance services marketed by insurance companies belonging to the Crédit Mutuel Arkéa Group. For information purposes, Crédit Mutuel Arkéa, which indirectly holds a majority interest in Arkéa Direct Bank SA, also holds 99% of the insurance company Suravenir SA and 100% of the insurance company Suravenir Assurances SA, both of which are subsidiaries of the Crédit Mutuel Arkéa SA Group and are registered in the French Register of Companies under the following identification numbers respectively: 330 033 127 Companies Register for Brest, and 343 142 659 Companies Register for Nantes.

> 3. Definitions

- 3.1 For the purposes of these Special Terms and Conditions for “Insurance Products”, the following terms shall have the following meanings:

“The Bank’s General Terms and Conditions”: the general terms and conditions of the Bank as currently in force;

“Insurance Products”: non-life and life insurance products as listed in Appendix I and Appendix II of the Law of 13 March 2016 for which the Bank acts as an insurance agent within the meaning of Article 5(21)(3) of the Law of 4 April 2014 on Insurance.

“Transaction relating to Insurance Products”: any taking out of an Insurance Product or any transaction generally related to taking out this product. The term “Transactions” within the meaning of the Bank’s General Terms and Conditions is deemed to include Transactions relating to Insurance Products;

- 3.2 Furthermore, any term starting with a capital letter, not defined in these Special Terms and Conditions for Insurance Products, must be understood as having the same meaning given to it in the Bank’s General Terms and Conditions or in the Law of 4 April 2014 on Insurance.

> 4. Insurance mediation service

- 4.1 The Bank acts as an independent insurance agent for and on behalf of one or more insurance companies in order to enable Customers to take out one or more of the Insurance Products offered by these insurance companies. The Bank reserves the right to restrict or extend the Insurance Product offering at any time. This change does not affect the Insurance Policies which the Customer has taken out prior to the change.

The Bank does not provide advice in relation to the Insurance Products. The Bank’s insurance mediation services involve introducing Insurance Products, carrying out some preparatory work so that they can be taken out and/or possibly helping to manage and execute them.

> 5. Insurance companies

5.1 The Customer is free to take out insurance with the insurance company of their choice. When signing up for a Bank product or service, the Customer is never required to take out an Insurance Product for which the Bank acts in its capacity as an independent insurance agent.

The Insurance Products and insurance companies for which the Bank acts in its capacity as an independent insurance agent are as follows:

Loan protection policy:

- The insurance companies are Cardif Assurance Vie SA (BE0435.018.274), approved by the BNB under no. 979, and Cardif Assurances Risques Divers SA (BE0435.025.994), approved by the BNB under no. 978, which are companies under French law and have their registered offices at Boulevard Haussmann 1, 75009 Paris, France, and have Belgian branches located at Chaussée de Mons 1424, 1070 Brussels.
- Insurance Product Information Document: <https://hypoprotect.cardif.be/resource/documents/Cardif-product-info-fr.pdf>
- Should you have any problems relating to the life of your policy or when making a claim: gestiondesplaintes@cardif.be , or Tel.: +32 2 528 00 03

Home and fire insurance:

- The insurance company is Ethias SA (BE 0404.484.654), approved by the BNB under no. 0196, which has its registered office at Rue des Croisiers 24, 4000 Liège, Belgium,
- Insurance Product Information Document: https://www.ethias.be/part/pdf/fr/Fiches_techniques/Fiche_info_Habitation_Fr.pdf
- Should you have any problems relating to the life of your policy or when making a claim: info@ethias.be , or Tel.: +32 4 220 3111

Branch 21 (Uppie Moon) and Branch 23 (Uppie Star) life insurance:

- The insurance company is AG Insurance SA (BE 0404.494.849), an insurance company authorised by the NBB under no. 0079, whose registered office is at Bd Emile Jacqmain 53, B-1000 Brussels, Belgium
- Key Information Documents and documents providing useful information on insurance products: <https://www.uppie.be/fr/nos-formules> (in French)
- Should you have any problems regarding the life of your policy or when making a claim: uppie@ag.be or tel. +32 2 664 95 85

5.2 Information about the Insurance Products included on the Bank's website is for information purposes only and may not establish any obligations for the Bank or the insurance company under any circumstances.

5.3 Information about the Insurance Products, and, where applicable, the key information document, the useful information document and the Insurance Policy's General and Special Terms and Conditions are available on the insurance company's website. The Customer shall read these documents before taking out an Insurance Policy.

5.4 Before taking out an Insurance Policy, the insurance company shall inform the Customer of the total insurance premium, including associated costs, tax and fees, which they shall have to pay in connection with the Insurance Policy.

5.5 The Bank has taken out a group insurance policy for holders of a credit card (Classic/Gold/Platinum) issued by the Bank:

- The insurance company is Inter Partner Assistance SA (BE 0415 591 055), an insurance company authorised by the NBB under number 0487, a member of the AXA Assistance Group, whose registered office is at Avenue Louise 166, B-1050 Brussels, Belgium.
- The Key Information Documents and General and Special Terms and Conditions are available here: <https://www.keytradebank.be/en/support/document-center/> under the "Cards" tab
- Useful information about insurance products: <https://www.ip-assistance.be/fr/> (in French)
- Should you have any problems regarding the life of your policy or when making a claim: claims-ipa@ip-assistance.com or tel. +32 2 550 05 60

> 6. Information provided by the Customer

6.1 Before taking out one or more Insurance Policies, the Customer must provide the Bank and the insurance company with information about their Insurance Policy requirements and needs.

6.2 The information provided by the Customer in accordance with Article 6.1 is assumed to be accurate, comprehensive and up-to-date, and the Bank or the insurance company may reasonably rely on this information up until it receives Notification from the Customer about a change or update to this information, which shall take effect, for the Bank, on the second day following the date that the Notification is received. The Customer shall periodically update, if necessary, the information disclosed to the Bank in accordance with Article 6.1.

> 7. Procedures for taking out an Insurance Product

- 7.1 The Insurance Products may only be taken out by Customers who are private individuals residing in Belgium, who hold a personal account with the Bank and who are acting on their own behalf for private purposes. Any Customer shall be deemed to be a retail customer within the meaning of Article 280 of the Insurance Act of 4 April 2014 in their relationship with the Bank. A Customer who submits an Insurance Proposal or who carries out any other procedure for entering into an Insurance Policy through the Bank, guarantees that they meet the above-mentioned conditions.
- 7.2 Barring a contraindication, the Insurance Products are taken out exclusively online on the Bank's Website or on the insurance company's website.
- 7.3 The Customer undertakes to read and understand all information relating to the Insurance Product concerned, including the various information documents set out in the article "insurance companies" of these special terms and conditions, which are available on the website of the insurance company and of the Bank, before confirming an Insurance Proposal or signing the Insurance Policy. Signature by the Customer of the Insurance Proposal or the Insurance Policy on the insurance company's website, or by any other method, constitutes acceptance by the Customer, both with regard to the Bank and with regard to the insurance company concerned, of the general and special terms and conditions applicable to the Insurance Product concerned. Submission of an Insurance Proposal does not commit the Customer or the insurance company to entering into the Insurance Policy, and does not trigger the insurance cover.
- 7.4 The insurance offer issued by the insurance company on the basis of the Insurance Proposal is communicated to the Customer by being made available on the insurance company's website or by any other means that the insurance company deems appropriate. If the insurance company makes a pre-signed Insurance Policy available, this can be accessed on its website or by any other means that the insurance company deems appropriate.

> 8. Cancellation rights should the policy be taken out remotely

- 8.1 Should a Life Insurance Policy be taken out remotely, the Customer and the insurance company may cancel the policy without incurring any penalties and without needing to give a reason by registered letter sent within thirty (30) calendar days. For other Insurance Policies taken out remotely, the period is fourteen (14) calendar days in principle.

If the Customer cancels the Policy, the Customer must notify the insurance company as per the procedures set out in the Policy and the General or Special Terms and Conditions for the Insurance Product.

> 9. Privacy

- 9.1 Personal data relating to the Customer are saved in one or more of the Bank's databases in compliance with the regulations. The Bank is the "controller" of Personal Data within the meaning of the applicable privacy regulations regarding the processing of Personal Data.
- 9.2 Nothing in law requires the Customer wanting to take out an Insurance Product to answer questions from the Bank or the insurance company, but should they refuse to answer questions, this may, depending on the circumstances, mean that the Bank or insurance company is unable or refuses to enter into a (pre-)contractual relationship with the Customer, to continue its relationship with the Customer or to execute a Transaction requested by the Customer.
- 9.3 The Customer is informed that the Personal Data they provide when they sign up for the Insurance Product are saved and processed by the Bank for administration purposes, the management of the (pre-)contractual relationship and compliance with statutory obligations.
- 9.4 The Bank shall disclose the Customer's Personal Data and the information about them or that they have provided to the Bank, to the insurance company marketing the Insurance Product, provided that the Customer has given their consent.
- 9.5 The Customer also acknowledges that the Bank may be required, under the regulations that apply to it, to disclose specific information or documents about Customers to the authorities (Belgian or French) as well as, generally, to any judicial or administrative authority.
- 9.6 The Bank has a duty of professional discretion and does not disclose information about its Customers or the Insurance Products taken out to third parties unless it has a legal basis for doing so.
- 9.7 The Bank will implement the necessary measures so that Personal Data are deleted or anonymised ten years after the end of the insurance policy for life insurance policies (branches 21 and 23) and ten years after final repayment of the mortgage loan to which the debt balance insurance or home and fire insurance relates.
- 9.8 Further information regarding the processing of Personal Data and the rights of Customers can be found in the Bank's Privacy Policy (<https://www.keytradebank.be/en/privacy-policy/>). If you have any further questions, please contact dpo@keytradebank.com
- 9.9 The Customer may lodge any complaint relating to the collection and processing of their Personal Data in accordance with the article entitled "Disputes – Complaints handling – Out-of-court remedies and complaints procedures". In addition, the Customer may also file a complaint with the Data Protection Authority, Rue de la Presse 35, B-1000 Brussels, e-mail: contact@apd-gba.be; website: [www.https://www.dataprotectionauthority.be/citizen](https://www.dataprotectionauthority.be/citizen).

> 10. Proof

- 10.1 Proof of acceptance, by the Customer, of the Special Terms and Conditions for Insurance Products is governed by the article entitled "Proof" included in the Bank's General Terms and Conditions.
- 10.2 Acceptance of the Insurance Policy by the Customer and its conclusion are established, presumed to have been received by the insurance company and known to the Customer, as soon as the Customer confirms their acceptance of the special terms and conditions of the Insurance Policy on the insurance company's website in accordance with the acceptance methods provided for in the article entitled "Proof" included in the Bank's General Terms and Conditions. In general, proof of acceptance by the Customer of any document relating to the Insurance Products, of the date of this acceptance or of the content of these documents is subject to the provisions of the "Proof" section of the Bank's General Terms and Conditions. This provision is stipulated both for the benefit of the Bank and for the benefit of the insurance company concerned.
- 10.3 The Customer explicitly authorises the Bank to disclose the data in its possession required for concluding the Insurance Policy relating, directly or indirectly, to Transactions linked to the Insurance Products between the Customer and the insurance company concerned, to the insurance company. However, this does not constitute an obligation for the Bank.
- 10.4 Insurance Policies concluded through the Bank shall be archived by the insurance company for a minimum period of five years and a copy thereof may be obtained upon written request sent to the insurance company.

> 11. Terms and conditions applying to Insurance Products

- 11.1 Belgian law applies to the pre-contractual and contractual relationship between the Bank and the Customer.
- 11.2 Without prejudice to Articles 7, 8 and 9 of these Special Terms and Conditions for "Insurance Products", the relationship between the Customer and the insurance company is governed by the Insurance Policy, including the General and Special Terms and Conditions that form part thereof.

> 12. The Bank's remuneration

In consideration for its insurance intermediation services, the Bank receives exclusively from insurance companies, a remuneration in the form of commission of any kind.

> 13. Conflict of interest policy

- 13.1 In the context of the insurance mediation services that it offers, the Bank may encounter situations in which its own interests, those of its directors, managers or employees, or those of other companies in the group to which it belongs, conflict directly or indirectly with those of its Customers, or situations in which the interests of different Customers may conflict. Please refer to the Bank's policy on managing conflicts of interest available in the Document Center on the public website.

> 14. Restriction to pledging rights, as set out in the Bank's General Terms and Conditions

Notwithstanding the Bank's General Terms and Conditions, the Bank has no pledging rights over the Insurance Policies taken out by the Customer through the Bank. The Bank also foregoes the assignment of receivables for its benefit arising from the Insurance Policies taken out by the Customer through the Bank.

> 15. Disputes - complaints handling

- 15.1 In general, any complaint or dispute whatsoever relating to the Bank's actions, in its capacity as insurance agent, must, under penalty of forfeiture of the Customer's right to dispute, be Notified to the Bank by the Customer, as per the procedures and within the deadlines set out in the "Disputes - Complaints Handling - Extrajudicial proceedings and complaints procedures" article of the General Terms and Conditions.
- 15.2 If the Customer is not fully satisfied with how the Bank has handled the complaint, the Customer may submit it to the Insurance Ombudsman in accordance with the eligibility requirements for this type of complaint and as per the terms and conditions set out on the Ombudsman's website (<http://www.ombudsman.as/>) The Ombudsman's contact details are as follows: Square de Meeûs 35, B-1000 Brussels; Tel.: +32 (0)2 547 58 71; Fax +32 (0)2 547 59 75; e-mail: info@ombudsman.as; website: <http://www.ombudsman.as/>.
- 15.3 Should the Customer lodge a complaint, they shall still have the option of bringing legal proceedings.

> 16. Termination

Should the relationship between the Bank and the Customer be terminated, this shall not result in the Insurance Policies taken out through the Bank being terminated.

> 17. Amendments to the Special Terms and Conditions for Insurance Products

The Special Terms and Conditions for “Insurance Products” can be amended by the Bank at any time. Customers who have taken out Insurance Products through the Bank shall be informed by any suitable method. The amended Terms and Conditions shall be made available to Customers on the Bank’s website.

> 18. Invalidity

Should one or more provisions of the Special Terms and Conditions for “Insurance Products” be declared invalid, this shall not affect the validity of the other provisions. Notwithstanding the Bank’s General Terms and Conditions, these Special Terms and Conditions for “Insurance Products” are available in French, Dutch and English. Should there be any discrepancy between the different language versions of these Special Terms and Conditions for Insurance Products, the French version shall prevail.