

Keytrade Bank VISA Gold

Insurance terms and conditions

The general terms and conditions of sale presented herein are valid for the insurances 'Safe Online', 'Extended warranty', 'Trip cancellation & curtailment' and 'Travel Assistance', made available to Keytrade Bank VISA Gold cardholders.

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

- the VISA card special conditions governing the respective rights, obligations and responsibilities of the concerned parties at the time of issuing and use of the card;
- any special conditions of insurance for which special provisions have been made with respect to the benefits to be applied in relation to the insured risk.

The general terms and conditions together with the special conditions of insurance constitute the terms and conditions of insurance.

In the event of any contradiction between these general terms and conditions and any special conditions, the latter shall prevail.

For the cardholder to be able to make use of the benefits, insurance cover, and/or the service, the card must be used in accordance with the bank's terms and conditions of use.

In addition, the validity period of the terms and conditions of insurance cannot be expired.

1. Definitions

- **Insurer/AXA Assistance:** Inter Partner Assistance SA, insurance company licensed by the National Bank of Belgium under the number 0487, headquartered at Avenue Louise 166, 1050 Brussels - BE0415 591.055 - telephone +32 2 550 04 00 - ING 310-0727000-71. IBAN: BE49 3100 7270 0071. BIC Code: BBRUBEBB - member of the Group AXA Assistance, hereinafter "AXA Assistance"
- **The Policyholder:** Keytrade Bank, Boulevard du Souverain 100, 1170 Brussels
- **Insured:** The person declared as the insured person in the applicable special conditions.
- **The cardholder:** the holder of a Keytrade Bank VISA Gold card as mentioned in the applicable special conditions.
- **The insured card:** the Keytrade Bank VISA Gold card issued by the policyholder, which has not been cancelled or blocked indefinitely, and for which the related fees have been duly paid.
- **Duration of the terms and conditions of insurance:** the terms and conditions of insurance shall be valid for the entire period contractually agreed between the insurer and the policyholder.

2. Effective date - duration of cover

The benefits shall commence as soon as the cardholder is in possession of the said card, as mentioned in the applicable special conditions.

The cover shall end:

- if the card has been blocked definitively by the bank;
- if the client renounces the card;
- if the card is no longer valid;

The cover shall automatically terminate in the following cases:

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

The special conditions may indicate specific durations in terms of cover.

3. How to report a claim?

All claims must be made in writing using the appropriate claims form.

Procedure:

Download the relevant claims form from <https://www.keytradebank.be/en/banking/cards/visa-gold-credit-card/>

Once completed and signed, the form can be sent:

- scanned by e-mail to Claims-assistance@ip-assistance.com
- or by post to:

AXA Assistance
c/o Keytrade Bank VISA Gold Card – Claims Department
Avenue Louise, 166/1
1050 Brussels

Settlement of claims

Any amount that the insurer must pay under the terms of the insurance shall be paid to the insured.

All the amounts paid are expressed in euro (€).

Subrogation

The insurer shall be subrogated to the insured person's rights, actions and remedies against any third party, up to the total amount of the costs incurred.

The insurer cannot, except in the event of wilful or malicious intent, bring proceedings against the cardholder's descendants, ascendants, spouse or direct family members, nor towards any persons living in the same household, nor against his/her guests or his/her domestic staff. The insurer can, however, bring proceedings against these persons if their liability is effectively covered by an insurance contract.

6. Debt acknowledgement

The insured commits to paying back to the insurer, within one month, any pay-outs not covered by the contract and which were made to the insured by way of advance.

7. Data & privacy protection

The insured gives his/her express authorization to the insurer and to the policyholder, both of whom are responsible data processors, to handle all his/her personal data for the purposes of this contract. Account shall be taken of the following points, in accordance with the law of December 8, 1992 on the protection of privacy:

- "The data owner is Keytrade Bank, headquartered at 1170 Brussels, Boulevard du Souverain 100. The data communicated by the insured –providing that it relates to the management of his/her insurance- shall be handled by AXA Assistance SA, Avenue Louise 166/1, 1050 Brussels. As data controller, AXA Assistance may share the data with service providers and subcontractors, notably the Indian sister company of AXA Assistance."
- The purpose of these data files is to identify the insured, to manage contracts and assistance services, and to optimize relations with existing customers.
- Any persons able to prove their identity have the right to access the personal data contained within their file. They are entitled to have amended or erased any incomplete, inaccurate or non-relevant data, taking account of the nature and purpose of the processing concerned.
- To exercise this right, the interested party must send a written request to Keytrade Bank's Legal Department, by letter to Boulevard du Souverain 100, 1170 Brussels or by e-mail to legal@keytradebank.be. For any data of a personal nature processed by the insurer, the interested parties should address their written request to AXA Assistance - Legal Department – Data Privacy Officer, Avenue Louise 166/1, 1050 Brussels, legal.bnl@axa-assistance.com
- Moreover, the interested party may consult the public register of automated processing, held by the Commission for the Protection of Privacy.

8. Consent to collect personal information

The insured gives his/her authorization to AXA Assistance to process their medical data or other sensitive personal information, providing that the said data is necessary for the purposes of the assistance management process, the cost management, the calculating of assistance costs and the managing of any possible disputes.

9. Complaints

In the event of a complaint concerning insurance services, the policyholder may contact the Quality Service of AXA ASSISTANCE:

- By e-mail: customer.care.bnl@axa-assistance.com
- By letter: AXA ASSISTANCE
Customer Care

Avenue Louise 166 PO Box 1

1050 Brussels

The complaint will be examined as quickly as possible by the Quality Service of AXA ASSISTANCE and processed as per the following timeframes.

- A confirmation of receipt of the complaint will be sent within three working days with an explanation of further proceeding, unless a response is given within one week.
- Within five days, a definitive response is sent to the policyholder, except in the case of complex problems, in which case the matter is dealt with within one month.
- If this is impossible, the problem is analysed and a valid reason is given for the non-respect of the usual timeframes, with an indication within one month, of the length of time before a definitive response can be expected.

The policyholder may contact the Ombudsman of the Insurances (Insurance Mediator Service) (by letter: Square de Meeûs, 35, 1000 Brussels; by telephone: +32 (0)2 / 547 58 71; by fax: +32 (0)2 / 547 59 75; by e-mail: info@ombudsman.as), without the policyholder waiving the right to take legal proceedings. The Insurance Mediator Service and its team examines insurance disputes between consumers and insurance companies or insurance intermediaries.

10. Limitation

Any action deriving from this contract is limited to a period of three years from the date of the event which gave rise to it.

11. Modifications to the terms and conditions of insurance

The insured shall be notified of any modifications made to the terms and conditions of insurance via the usual channels (monthly statements or by post) and said modifications will be enforceable against them from the time of their being notified.

12. Applicable legislation and competent court

Belgian law shall be applied for the terms and conditions of insurance.
Any dispute shall exclusively be settled by the competent Belgian courts.