

## CYBER CARE

### Cyber Care General Terms and Conditions

The customer concludes a Contract with Proximus through which he joins, and becomes a beneficiary of, the Group Insurance of Inter Partner Assistance, an Insurer approved by the Banking, Finance and Insurance Commission under number 0487 (hereinafter the Group Insurance or the Insurance Contract).

The Contract consists of two parts, namely the General Terms and Conditions for Consumers and Small Businesses, available at [www.proximus.be/conditions](http://www.proximus.be/conditions), the Cyber Care General Terms and Conditions and the Specific Terms and Conditions (hereinafter "the Contract"):

- The General Terms and Conditions for Consumers and Small Businesses apply more specifically to billing, payment, and changes to the terms of service.
- The Cyber Care General Terms and Conditions include the rights and obligations of both the Affiliate and/or the Insured and Proximus, and this within the framework of the concluded Contract.

The General Terms and Conditions for Consumers and Small Businesses, the Cyber Care General Terms and Conditions and the Specific Terms and Conditions together form the concluded Contract.

In the event of any conflict or inconsistency between the Contract documents, the following descending order of priority will apply: the Cyber Care General Terms and Conditions, and the General Terms and the Conditions for Consumers and Small Businesses.

#### CYBER CARE GENERAL TERMS AND CONDITIONS

### Section 1: General Provisions

#### 1. Scope of Cover

This insurance cover is designed to protect the Insured against risks related to the use of the Internet in connection with his privacy.

Cover is provided by the Insurer, Inter Partner Assistance S.A. (hereinafter the "Insurer").

The following events are covered by this insurance:

- e-reputation damage;
- identity theft, including fraudulent use of means of payment;
- non-delivery or non-compliant delivery of goods purchased on the Internet;
- legal issues arising from non-compliance with Intellectual Property regulations;
- data recovery.

#### 2. Definitions

For the purposes of this Contract, the following terms shall have the restrictive meanings set forth below:

##### 2.1 Affiliate

The natural person who subscribes to the Contract in connection with his private activity.

## 2.2 Policyholder

The Policyholder is Proximus SA under public law, Boulevard du Roi Albert II 27, 1030 Brussels, company number 0202.239.951.

## 2.3 Group Insurance

The Group Insurance is concluded by Proximus with Inter Partner Assistance on behalf of the beneficiaries.

## 2.4 Insured

The Insurance Contract covers the Affiliate and all natural persons living under the same roof as well as persons domiciled at the Affiliate's main address.

The Insurance Contract does not cover persons who are not domiciled in the Affiliate's household. In particular, visitors and guests, etc. are not covered by this insurance.

## 2.5 Insurer

The Insurer is Inter Partner Assistance S.A., registered under the company number 0415.591.055, with its registered office located at 1050 Brussels, Boulevard du Régent 7. The Insurer is approved by the Belgian Banking, Finance & Insurance Commission under number 0487 to provide the following types of insurance cover: accident, illness, other types of damage to property, motor vehicle liability, general civil liability, various kinds of financial loss, and assistance, including legal assistance (Belgian Official Gazette of 4 and 13 July 1979, Belgian Official Gazette of 14 July 1979).

## 2.6 Contract

The Contract between Proximus and the Affiliate through which the latter becomes a beneficiary of the Group Insurance includes the General Terms and Conditions for Consumers and Small Businesses, the Cyber Care General Terms and Conditions and the Specific Terms and Conditions.

## 2.7 Year of Insurance

Period between two main insurance premium due dates.

## 2.8 E-reputation damage

Harassment, insult or defamation, or the unlawful disclosure of the Insured's private facts by means of a written text, video or image published on a blog, discussion forum, social network or website.

- Defamation is defined as an allegation or attribution of a fact that damages the honor or reputation of the Insured.
- An insult is defined as any offensive expression, term of contempt or invective.
- Unlawful disclosure of private facts is defined as the disclosure of any information regarding the Insured's private life that is published without the consent of the Insured.

## 2.9 Identity theft

Unauthorized use of personal information that can be used to identify or authenticate the identity of the Insured (including the fraudulent use of his means of payment) by a third party for the purpose of carrying out a fraudulent transaction resulting in prejudice to the Insured.

Personal information that can be used to identify the Insured includes the following: name, address, telephone number, identity card, passport, driving license, vehicle registration document, bank account details, and social security number.

Personal information that can be used to authenticate the identity of the Insured includes identifiers, logins, passwords, IP addresses, e-mail addresses, credit card numbers, and fingerprints.

### 2.10 Insured good

Moveable good of a value between €50 and €5,000 incl. VAT (excluding postage charges) bought new on the Internet from an e-merchant.

### 2.11 E-merchant

A legal or natural person registered in an EU country or in the UK engaged in the sale of goods on the Internet on a professional basis.

### 2.12 Internet

The Worldwide Web, made up of a series of private, regional and national networks. These networks all use the same communication protocol: TCP/IP (Transmission Control Protocol/Internet Protocol).

### 2.13 Non-delivery

Non-delivery is deemed to have occurred if the Insured has not received the Insured Good within 15 calendar days of the delivery date mentioned on the order confirmation. If no precise delivery date is specified on the order confirmation, non-delivery shall be deemed to have occurred after a period of 30 calendar days of the date of the transaction on the Insured's bank account.

### 2.14 Non-compliant delivery

Delivery is deemed to be non-compliant in either of the following cases:

The good delivered is defective, damaged or incomplete.

The good delivered does not match the good indicated on the order form.

### 2.15 Insured Event

An event that is covered by the Insurance Contract.

### 2.16 Intellectual Property

All industrial, literary and artistic property rights protected by law.

## **3. Territoriality**

The services under this Contract are limited to interventions in Belgium.

## **4. Conditions and Procedure for Entitlement to Assistance Cover**

The Insured and/or Affiliate must directly inform the Insurer of the Insured Event.

For this, the Insured and/or Affiliate must call the telephone number 02/552.51.65. This number is available 24/7.

Requests for assistance must be made at the time of the Insured Event and organized with the Insurer's agreement. Any claims that fail to meet either of these conditions will not be covered by this Contract.

## **5. Precautionary Measures and Obligations of the Insured and/or Affiliate in case of an Insured Event**

Prior to the occurrence of an Insured Event, the Insured has the following obligations:

- Exercise due care when providing personal data on the Internet.

In particular, the Insured:

- should refrain from sharing passwords, access codes, or similar confidential information to persons living outside the household, especially relating to means of payment (e.g. credit card or PIN codes) and other applications (e.g. social networks).
- should refrain from using unencrypted websites that clearly do not offer secure payment systems. In this respect, the Insured should be particularly attentive to ensuring that any Internet pages used for making payments begin with "HTTPS://".
- Install an adequate virus protection system, which is permanently enabled and kept up to date.
- Not opening any suspicious e-mails, and delete them immediately.
- Regularly check the balance of any accounts used for Internet payments, at least once every two weeks, and take immediate and appropriate action in the event of any suspicious credit card or bank account transactions.

In particular, the Insured should cancel or block the bank account in question, report the incident to the bank, and in case of fraud, report the matter to the police.

Should an Insured Event occur, the Insured is required to:

- Notify the Insurer by telephone immediately upon becoming aware of the Event.  
Telephone: 02/552.51.65
- Any damage or loss caused as a result of criminal acts (e.g. insults, fraud, intimidation, data theft) must be reported to the police immediately upon the Affiliate becoming aware of them.
- Follow the Insurer's instructions, and provide the Insurer with any useful information relating to the Event.
- Take all reasonable steps to limit the consequences of the Event as much as possible as part of the general obligation to minimize damage.

If the obligations of this Article have not been met and if this represents a financial disadvantage, intervention under this Contract may be refused or limited. The Insurer may also recover interventions that were wrongly paid for.

## Section 2: Assistance and Insurance Services

### 6. Information services

#### 6.1. Practical Information

If the Insured has any questions related to the risks mentioned in Section 1, a 24/7 helpline is available to provide guidance on the situation and appropriate behavior to adopt, or to provide further information on the benefits and services provided. This helpline can be reached on 02/552.51.65.

#### 6.2. Legal Information over the Phone

In the event of a legal issue concerning:

- e-reputation damage;
- identity theft, including fraudulent use of means of payment;
- a purchase made on the Internet;
- a matter relating to a dispute following the infringement of Intellectual Property laws,

The Insured has access to a Legal Information service. The Legal Information service is there to provide information about the Insured's rights and obligations, and to offer guidance on the appropriate steps to be taken. It is a first-line legal information service by telephone.

Legal questions are explained in a concise legal explanation in a language accessible to everyone.

This service is limited to 3 calls per Insurance Year.

## 7. Assistance and Insurance Services

The conditions of intervention applicable to all assistance services:

For any Event to be covered, the following conditions must be met:

- The Event must relate to the private life of the Insured;
- The Insured must not have been aware of the Event relating to the Legal Claim prior to the effective date of the Insurance Cover;
- The Insured must have reported the Event to the Insurer between the effective date of the Insurance Cover and the date of its termination.

### 7.1 Data Recovery

We insure cases in which the Insured person cannot access their data they saved on a storage medium anymore due to a defect, damage, software error

is the Data Recovery benefit is limited to 1 case per year and a maximum of 800 € per case and can only be activated 2 months after the starting date of the contract.

These are insured storage media:

- a) HDD drives from notebooks or PCs
- b) External USB-HDD-drives
- c) SSD drives from notebooks or PCs
- d) External USB-SSD-drives
- e) USB-Sticks and memory cards
- f) Tablets and mobile phones
- g) Storage systems (RAID, NAS, SAN)

In case of damage, the Insurer organizes a data recovery company and takes over the necessary costs of data recovery.

The obligation of the Insurer and that of the data recovery company constitutes an obligation of means, not an obligation of result. When the data reconstruction is technologically impossible, a recovery won't be undertaken. There is also no claim for any further compensation such as a replacement of the damaged storage medium.

In addition to the general exclusions:

There is no coverage for:

- a) Data recovery from devices not explicitly listed above, such as floppys, DVDs or CDs

- b) Illegal data or data that you weren't allowed to use
- c) Damages resulting from intent or negligence
- d) data recovery in case of erased, blocked or damaged data following a ransomware or other virus attacks.

## 7.2 E-reputation damage

- a. Insurance benefits in the event of damage to the Insured's e-reputation

If the Insured suffers e-reputation damage, the services provided under this insurance are aimed at defending and restoring the reputation of the Insured.

- The Insured is put in touch with a specialized external service provider.

This specialized company will then undertake the following:

- check the reputation of the Insured on the Internet;
- issue a reputation report specifying recommendations for action;
- identify the operator of the website hosting the post causing the damage to the e-reputation of the Insured;
- report on the actions taken to remove the link(s) identified, as well as any copies of those links present at the time of the claim, subject to the technical limitations of the Internet, and to issue a final report on the success or failure of the measures taken.

The obligation of the Insurer and that of the company specializing in e-reputation constitutes an obligation of means, not an obligation of result. This means that the Insurer will do its utmost to bring the operation to a successful close, without, however, guaranteeing that the intended result will be achieved.

*The remuneration of this specialized service provider is covered by the Group Insurance up to a limit of €5,000 (including tax) per Insurance Year.*

- The Insured is put in touch with a psychological support service.

The Insured also has access to a Psychological Support service provided by a team of clinical psychologists, offering professional, unbiased advice, while taking a benevolently neutral, non-judgmental and non-interventionist approach.

*The remuneration of this support is covered by the Group Insurance up to a limit of 3 consultations per Insurance Year.*

- b. Specific exclusions

The Group Insurance does not cover:

- e-reputation damage that occurred prior to the entry into effect of this insurance cover;
- cases where personal information was voluntarily disclosed by the Insured, or where the Insured granted authorization for his/her personal information to be disclosed;
- e-reputation damage occurring in a conversation, conference or publication made on the Internet using instant communication software either with or without the use of video images or webcams;

- the consequences of e-reputation damage, i.e. any action brought against a third party other than the publisher or host of the site on which the e-reputation damage (e.g. insult or defamation, or the unlawful disclosure of the Insured's private facts) occurred;
- e-reputation damage caused by a media company or journalist.

### 7.3 Identity Theft

#### a. Insurance benefits in the event of Identity Theft

In the event of Identity Theft, the Insured is required to report the incident to the relevant authorities before benefitting from the following services:

➤ The Insured is put in touch with a specialized external service provider.

This specialized company will undertake the following:

- carry out a targeted and individual search of the Insured's data to check whether it has been misappropriated on the Internet;
- issue a report specifying recommendations for action;
- identify the operator of the website containing the stolen data, and which may have processed the stolen data;
- report on the actions taken to remove and/or modify the misappropriated data, subject to the technical limitations of the Internet, and issue a final report on the success or failure of the measures taken.

The obligation of the Insurer and that of the specialized company constitutes an obligation of means and not an obligation of result. This means that the Insurer will do its utmost to bring the operation to a successful close, without, however, guaranteeing that the intended result will be achieved.

The remuneration of this specialized service provider is covered by the Group Insurance up to an overall ceiling of €5,000 (including tax) per Insurance Year.

➤ The Insured is put in touch with a psychological support service.

The Insured also has access to a Psychological Support service provided by a team of clinical psychologists, offering professional, unbiased advice, while taking a benevolently neutral, non-judgmental and non-interventionist approach.

The remuneration of this support is covered by the Group Insurance up to a limit of 3 consultations per Insurance Year.

➤ The Insured is reimbursed for costs related to Identity Theft.

In the event of Identity Theft, the Insured will be reimbursed for the following costs:

- loans and credits taken out in the name of the Insured by the identify thief and which would not otherwise be reimbursed;
- any loss of salary due to the taking of unpaid leave, either to attend court proceedings or for the purposes of a criminal investigation into the circumstances leading up to the Event;
- the cost of any telephone calls made by the identity thief after opening a telephone line in the name of the Insured;

- the cost of any out-of-bundle telephone calls made by the Insured to a credit or payment institution or to the authorities while trying to resolve the situation;
- postal charges related to the Claim;
- the cost of re-issuing identity documents.

The Insured may be asked for additional documents to assess the materiality of the Claim.

The Insured is reimbursed for these costs up to a maximum of €1,000 (including tax) per Insurance Year.

b. Specific exclusions

The Group Insurance does not cover cases of Identity Theft:

- attributable to a person living under the same roof at the Insured's main residence;
- concerning consequential or indirect loss or damage resulting from the Identity Theft;
- caused personally by the Insured;
- resulting from a security breach or any other event involving a leak of the personal data at a service provider with whom the Insured has a contractual relationship.

#### 7.4 Internet Purchases

a. Insurance benefits when purchasing movable goods from an e-merchant

The Insured will be reimbursed the purchase price of the Insured Good in the event of Non-Delivery or Non-Compliant Delivery if the e-merchant does not give a refund or replacement following a claim by the Insured. The Insured Good must have been sent to a Belgian address with proof of delivery using either the postal service or a private carrier.

In the event that the Insured has returned the Insured Good to the e-merchant who has proceeded to reimburse or replace the good, the cost of returning the good that remains payable by the Insured shall be borne by the Group Insurance.

b. Obligation to file a claim with the e-merchant prior to contacting the Insurer

In the event of Non-Compliant Delivery, the Insured must, within 7 calendar days of delivery, either submit a claim to the e-merchant by post, or complete and send the claims form provided online by the e-merchant.

In the event of Non-Delivery, the Insured must, as soon as he becomes aware of the Non-Delivery, either send a claims letter to the e-merchant by post, or complete and send the claims form provided online by the e-merchant.

c. Supporting documents

If the e-merchant refuses to give a refund or replace the Insured Good, or does not respond to the Insured's claims letter within 30 calendar days, the Insured should report his Claim to the Insurer with the following supporting documents:

- Confirmation of the order;



- Copy of the delivery note or proof of delivery;
- Copy of the account statement showing the amount debited;
- Any document showing that the item delivered does not match the seller's description, in particular photos of the ordered item and/or the item actually delivered;
- Copy of the claims letter sent to the e-merchant including proof of delivery, as well as of any e-mails exchanged with the e-merchant;
- Copy of the e-merchant's refusal to replace, or reimburse the cost of the Insured Good;
- Proof of postage costs if the Good was returned to the e-merchant.

In the event of Non-Delivery, the following additional information should also be provided:

- Declaration on word of honor certifying the non-delivery of the Good;
- If the Insured did not receive a response to his claim from the e-merchant, the Insured must file a complaint of fraud and send a copy of the complaint to the Insurer.

The Insured may be asked for additional documents to assess the materiality of the Claim.

c. Limitation of cover

*The Group Insurance intervenes within the limit of a global ceiling of €5,000 (including tax) per Insurance Year and with a limit of 3 interventions per Insurance Year.*

d. Specific exclusions

The Group Insurance does not cover the acquisition of:

- animals and plants;
- jewelry, silverware, precious stones, paintings, sculptures, carpets, cash, ingots, collectable stamps, collectable coins, collectable banknotes, commercial bills, bills of exchange, shares, bonds, coupons, equity and debt securities, cash vouchers, postage & tax stamps, transport tickets, tickets for leisure activities;
- perishable foodstuffs & goods;
- drugs & medicines;
- weapons of any kind;
- motor vehicles (e.g. electric bicycles, electric scooters, scooters, motorcycles, cars, etc.) ;
- streamed or downloaded digital content;
- goods purchased for resale as merchandise;
- goods purchased from a private individual;
- second-hand or used goods;
- goods purchased on an auction site;
- goods not delivered due to a postal or carrier strike, lockout or sabotage;
- goods not delivered due to an epidemic, pandemic or confinement;
- goods sent but not delivered by the postal service or by a carrier, or sent and delivered without proof of receipt.

## Section 4: Common Provisions

### 8. General Exclusions

Within the framework of this Contract, the Group Insurance does not cover:

- Cases related to Internet use by the Insured that is deemed illegal, unlawful, criminal, racist, extremist, pornographic or ethically questionable. Even in the event of complicity, indirect complicity or incitement on the part of the Affiliate.
- The insurance cover does not apply in cases involving the following persons or parties:
  - Incidents that are attributable to a person living under the same roof as the Affiliate and domiciled at the Affiliate's main residence;
  - Claims against Proximus and/or the Insurer;
  - Cases where the personal data of the Insured persons is published on the Internet by the State or a local (government) institution.
- Situations that are the result of an action or negligence and/or an intentional mistake on the part of the Insured and/or Affiliate and where the loss was foreseeable.
- Situations that are the consequence of (civil) war or warlike contexts, social conflicts, general lockdowns, the mobilization of persons and/or the requisitioning of materials by the authorities, terrorism, sabotage, radioactivity, nuclear reactions and ionizing radiation.
- Situations that are the consequence of a decision taken by the authorities.  
Any costs not formally mentioned as being covered in this Contract.

## 9. Clause of Non-Liability and Cases of Force Majeure

The Insurer shall not, on any account and for any reason whatsoever, be held liable for any damage or loss as a result of:

- Deterioration, acts of vandalism or theft affecting the Insured's property during the period of assistance;
- Any delay or negligence in the performance of the Insurer's obligations under this Contract due to force majeure. A case of force majeure is considered to be any unforeseen external cause that is beyond the reasonable control of the party involved.
- Any delay or poor performance on the part of a service provider sub-contracted by the Insurer. If necessary, the Insured can contact the service provider concerned directly.

## 10. Effective Date and Duration of this Contract

Unless otherwise agreed, the benefits of this Contract shall take effect as of the date mentioned in the Specific Terms & Conditions hereof.

The Insurance Contract is concluded for a period of one calendar year, commencing on the date of the first premium payment. The Insurance Contract shall be automatically renewed at the end of each Insurance Year for a period of one further calendar year. The Contract may not be tacitly renewed more than four times so that the total duration of successive Contracts may not exceed 5 years.

Either party has the option to cancel this tacit renewal of the Contract by registered letter, letter of notice against acknowledgement of delivery, or by writ sent to the other party within three months of the end of the current Insurance Year.

## 11. Payment of Premium and Yearly Indexation

The premium, plus taxes and contributions, is payable in advance at the request of Proximus, which has been mandated by the Insurer to market and offer the Group Insurance cover under this Contract, including the management of the payment of the insurance premium in the name and on behalf of the Insurer. This insurance premium is invoiced to the Affiliate on a monthly basis, via the Proximus invoice.

The benefits of this Contract only take effect once the first premium has been paid.

The first monthly insurance premium will be calculated pro rata temporis, according to the number of actual insured days of the first month concerned.

In the event of non-payment of the premium on the due date, Proximus, being mandated by the Insurer, may suspend the Group Insurance cover and/or terminate the Contract provided that the Affiliate has been put in default by a registered letter sent by post or by a bailiff's writ.

The suspension of cover shall subsequently take effect at the end of a period of 15 days, commencing on the day following the notification or the delivery of the registered letter.

If Proximus decides to terminate the Contract as a consequence of the suspension (and subject to this possibility having been stipulated in the registered letter), termination shall take effect at the end of a period of 15 days from the first day of the suspension.

If Proximus decides to suspend cover, the benefits of the cover will only be reactivated on the day after payment of the premium (including any interest where applicable) is received.

If cover is suspended without the possibility of termination having been mentioned in the registered letter, a second notification must be sent in accordance with this article before termination can occur.

The amount of the premium may be indexed on an annual basis according to the consumer price index. The base index applied is that of the calendar month preceding the effective date (or the date of renewal) of the Contract. Upon annual renewal of the Contract, the premium amount shall be adjusted in accordance with the following formula:

New Premium Amount = (Base Premium Amount x New Index) / Base Index

## **12. Early Termination of the Contract by Proximus**

Proximus, being mandated by the Insurer, may terminate the Contract prematurely:

- (a) After each claim. Termination shall subsequently take place within one month of payment of the claim, or of issuing a notice of refusal. The contract may be terminated by registered letter, letter of notice against acknowledgement of delivery, or by a bailiff's writ.

The termination shall take effect after a period of three months from the day following the notification, the delivery of the registered letter, the acknowledgement of delivery, or writ.

In the event of failure on the part of the Insured to perform any of his/her obligations arising from the Claim with the deliberate intention to mislead Proximus or the Insurer, the Contract shall cease to be effective one month after the issuing of notification of its termination. This is subject to the Insurer also having filed a complaint against the Insured with an examining magistrate for criminal indemnification or has referred the case to another court pursuant to Articles 193, 196, 197, 496 or 510 to 520 of the Penal Code.

- (b) In the event of non-payment or late payment of the premium by the Affiliate. In that case: see Article 11.

## **13. Termination of the Contract by the Affiliate**

The Affiliate may terminate the agreement at any time in writing and without giving reasons, except during the first 6 months. Proximus will send the Customer a written notification indicating the date

of termination of the Agreement. Payments will not be refunded and the member will continue to benefit from the group insurance until the end of the current monthly billing period.

During the first 6 months, the member can terminate the Contract early without any charges :

a) After each notification of claim. This termination will take place no later than one month after payment or refusal of payment of the indemnity. The contract can be terminated by registered letter, by bailiff's writ or by delivery of the termination letter against receipt.

In this case, the termination takes effect at the end of a period of three months from the day following the notification, the day following the date of the acknowledgement of receipt or, in the case of sending by registered mail, the day following its delivery.

(b) Only in the case of distance selling within 14 days of the conclusion of the insurance contract. The insurance contract shall be cancelled with immediate effect upon notification by the policyholder to the Insurer. This possibility of early termination may not be exercised if the Insurer has intervened in the meantime.

#### **14. Modification of the Contract and/or the Premium and Termination of the Group Insurance by Proximus**

If the Insurer/Proximus deems it necessary to make changes to the conditions of insurance and/or to the applicable premium amount, the Insurance Contract shall be modified accordingly at the annual renewal date.

The Insurer/Proximus shall be required to inform the Affiliate of any such changes in writing within four months of the annual renewal date, thereby giving the Affiliate a period of one month to refuse said changes and three months to terminate the Insurance Contract in accordance with the provisions of Article 12. Consequently, the Insurance Contract shall end at the end of the Insurance Year.

The Insurer/Proximus also reserves the right to notify the Affiliate of any change to the premium amount outside of the four-month period, in which case the Affiliate shall also be notified of the right to terminate the Contract prematurely. The Affiliate may then exercise this right to terminate the Insurance Contract subject to giving three months' notice, and in accordance with the provisions of Article 12. Consequently, the Insurance Contract shall end at the end of said three-month period.

#### **15. Complaints**

In the event of complaints, the Affiliate and/or the Insured may contact the Axa Assistance quality department:

- By e-mail: [customer.care.bnl@axa-assistance.com](mailto:customer.care.bnl@axa-assistance.com)
- By post: Inter Partner Assistance S.A., Customer Care, Boulevard du Régent 7, 1000 Brussels.

The complaint shall be examined as swiftly as possible by Inter Partner Assistance's Quality Department, and processed within the following time frames:

- Within 3 working days: an acknowledgment of receipt of the complaint will be sent out, including brief details of what will happen next.

- Within 5 working days: the Affiliate will be informed of the final decision taken - except for particularly complex cases.
- In the least civil manner, a definitive point of view will be communicated to the Affiliate on complex issues.
- If any of the above-mentioned time frames is not achievable, this shall be communicated to the Affiliate along with the reason therefor. An indication must also be given as to how long it is likely to take before a definitive point of view is given.

The Affiliate and/or the Insured may also contact the Insurance Ombudsman:

- By e-mail: [info@ombudsman-insurance.be](mailto:info@ombudsman-insurance.be)
- By post: Square de Meeûs 35, 1000 Brussels.
- By phone: 02/547.58.71
- By fax: 02/547.59.75

The foregoing possibilities do not affect the right of the Insured and/or Affiliate to take legal action. The Insurance Ombudsman and his team are responsible for examining insurance claims between the consumer and the Insurer or Proximus.

The Insured may also contact an approved body for the out-of-court settlement of consumer claims, as stipulated on the online claims settlement platform:

<https://webgate.ec.europa.eu/odr/main/index.cfm?event=main.home.chooseLanguage>

The Insured has the possibility to fill out a complaints form on this platform, which is immediately sent to the defending party in an easy-to-understand format. Full details of the procedure can be found on the above-mentioned platform.

## 16. Privacy

The Insured's data will be processed by Proximus and by Inter Partner Assistance, each of them acting as separate data controllers. Sections a. and b. describe the way in which the data is processed by Proximus and Inter Partner Assistance.

### a. Proximus

#### **Purposes of Data Processing and Recipients of Data**

Both when the contract is drawn up and during its execution, Proximus will collect personal data identifying the Affiliate, contact and billing data and data relating to the Contract (duration, entry into force, termination, etc.). This data will be saved in Proximus' databases and will be used to identify the Affiliate when he/she applies to join the Group Insurance plan, for billing and debt collection purposes and for the management of the Affiliate's Contract.

In order to ensure the correct execution of the service, identification, contact and Contract-related data will be shared with the Insurer so that the Insurer can, among other things, identify the Affiliate and be aware of the Insured's affiliation status in the Group Insurance plan.

For more information on how Proximus handles the Affiliate's personal data, the Affiliate can consult Proximus' privacy policy on [www.proximus.be/privacy](http://www.proximus.be/privacy).

## **b. Inter Partner Assistance**

### **Data Controller**

Inter Partner Assistance S.A. with its registered office at Boulevard du Régent, 1000, 7 Brussels, is registered with the Crossroads Bank for Enterprises under no. 0415.591.055.

### **Purposes of Data Processing and Recipients of Data**

Personal data, either directly provided by the Data Subject, or legitimately received by Inter Partner Assistance via member companies of the AXA Group, via companies affiliated with member companies, via the Data Subject's employer or via third parties or via Proximus, may be processed by Inter Partner Assistance for the following purposes:

- management of the register of insured persons
- management of the Contract
- management of the relationship between Inter Partner Assistance and Proximus.
- detection, prevention and fight against fraud
- fight against money laundering and the financing of terrorism
- portfolio monitoring
- statistical studies

Given that the personal data pertaining to the Data Subject needs to be processed to achieve the purposes listed above, that personal data may be shared with other companies within the AXA Group, and with companies and/or persons working with the former. (These include lawyers, experts, medical advisors, reinsurers, co-insurers, insurance policyholders, service providers, other insurance companies, representatives, the fee monitoring office, claims settlement offices, and Datassur.)

This data may also be shared in accordance with applicable legislation with supervisory authorities, relevant public services and with any other public or private body with which Inter Partner Assistance may be required to exchange personal data.

### **Transfer of Data outside the European Union**

Other AXA Group companies, companies and/or persons affiliated with them to whom personal data is communicated, may be located both within and outside the European Union. In case personal data is transferred to third parties located outside the European Union, Inter Partner Assistance will comply with the legal and regulatory provisions applicable to such transfers. In particular, it ensures an adequate level of protection of the personal data thus transferred on the basis of alternative mechanisms implemented by the European Commission such as standard contractual clauses, or the binding corporate rules of the AXA Group in the case of intra-group data transfers (Belgian Official Gazette of 6/10/2014, p. 78547).

Data Subjects can obtain a copy of the measures implemented by Inter Partner Assistance enabling it to transfer personal data outside the European Union by sending a request to Inter Partner Assistance at the address indicated below ("Contacting Inter Partner Assistance").

### **Processing of Health Data**

Inter Partner Assistance will ensure compliance with the specific rules applicable to the processing of the Data Subject's health data, and will take all the necessary technical and organizational measures to that end.

- This data will only be processed either with the Data Subject's express written consent, or to safeguard the Data Subject's vital interests should the Data Subject be physically or legally incapable of giving such consent.
- This data will be processed by specially appointed employees of Inter Partner Assistance under the supervision of physicians (medical advisors) who are subject to medical secrecy.

- Medical certificates - or other documents containing such data - which are necessary for negotiating, concluding or performing the Contract, including the management of claims, are only shared with the medical advisors of Inter Partner Assistance. For their part, the medical advisors will only share with Inter Partner Assistance or the specially appointed employees, the specific data relating to the current state of health of the Data Subjects which is strictly relevant to the health risk for which the documents have been drawn up.
- Such data is only shared where strictly necessary and where the recipients of that data offer sufficient guarantees to ensure that specific data processing rules are observed. Prior to this transfer, Inter Partner Assistance shall ensure that the data is minimized, pseudonymized or, if necessary, fully anonymized.

### **Data Retention**

Inter Partner Assistance will retain the personal data collected in connection with the Contract throughout the length of the contractual relationship and the management of claim files. Said data may also be updated whenever circumstances so require, and the data retention period may be extended beyond the statutory period or 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 will retain personal data relating to offers that have been rejected or not pursued by Inter Partner Assistance for up to five years after the issue of that offer or refusal to accept it.

### **Necessity to Provide Personal Data**

The Data Subject's personal data requested by Inter Partner Assistance is essential for the conclusion and performance of the Contract between the Data Subject and Inter Partner Assistance. Failure on the part of the Data Subject to provide such data may render impossible the conclusion or proper performance of the Contract.

### **Confidentiality**

Inter Partner Assistance has taken all the necessary measures to ensure the confidentiality of all Personal Data and to prevent any unauthorized access, misuse, modification or deletion of that data. To this end, Inter Partner Assistance always complies with standards relating to security, and continuity of service, and regularly assesses the level of security of its own processes, systems and applications, as well as those of its partners.

### **The Rights of the Data Subject**

Data Subjects are entitled:

- to obtain confirmation from Inter Partner Assistance as to whether or not their personal data has been processed, and to access that data if indeed their data has been processed;
- to have their data modified or updated, and where appropriate, to rectify any inaccurate or incomplete data;
- to have their personal data deleted in certain circumstances;
- to restrict the processing of their personal data in certain circumstances;
- to object, for reasons relating to their particular situation, to their personal data being processed by Inter Partner Assistance, even for legitimate interests. The data controller shall subsequently no longer process the Data Subject's personal data unless the data controller can demonstrate that there are legitimate and compelling grounds for doing so that prevail over the Data Subject's interests, rights and freedoms;
- to object to their personal data being processed for direct marketing purposes, including profiling for direct marketing purposes;
- not to be the subject of a decision based exclusively on automated processing, including profiling, which produces legal effects concerning them or which significantly affect them. However, if this automated processing is necessary for the conclusion or the

performance of a contract, Data Subjects have the right to obtain a human intervention from Inter Partner Assistance, to express their point of view, or to contest the decision taken by Inter Partner Assistance;

- to receive the personal data that they provided to Inter Partner Assistance in a structured, commonly used and machine-readable format; to send that data to a different data controller, where (i) their personal data was processed with their consent or for the purposes of performing a contract and where (ii) the data was processed using automated processes; and to have their personal data sent directly from one controller to the other where technically possible;
- to withdraw their consent at any time, without prejudice to the processing of personal data performed - legally and with the Data Subject's consent - prior to the date of withdrawal of consent.

### **Contacting Inter Partner Assistance**

To exercise their rights, Data Subjects can contact Inter Partner Assistance at either of the following addresses, making sure to attach or enclose a photocopy of both sides of their identity card:

- by post:  
Inter Partner Assistance - Data Protection Officer, Boulevard du Régent 7, 1000 Brussels
- by e-mail:  
[dpo.BNL@axa-assistance.com](mailto:dpo.BNL@axa-assistance.com)

Inter Partner Assistance will process all requests it receives within the deadlines provided for by law. Unless the request is manifestly unfounded or excessive, the processing of such requests is not subject to payment.

### **Filing a Complaint**

If a Data Subject considers that Inter partner Assistance has not complied with data processing regulations, the Data Subject is encouraged to contact Inter partner Assistance first.

The Data Subject may also file a complaint 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  
[dpo@apd-gba.be](mailto:dpo@apd-gba.be)

Data Subjects may also file a complaint with their local Court of First Instance.

## **17. Applicable Law**

This Contract is subject to Belgian law.

## **18. Sanctions Clause**

The Insurer shall not be liable to provide cover, pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or embargoes of the European Union, United Kingdom or the United States of America.