

*This is a translation from French provided for information purposes only.*

*In the event of discrepancies between this and the original French version, the latter will prevail.*

## **Accident insurance for CBC customers in the event of death or disability**

### **1. DEFINITIONS**

#### **1.1 Insurance**

The insurance CBC Banque takes out on behalf of its customers who are holders or joint holders of an insured account at the time of the accident, creating a direct legal relationship between the insurer and the insured persons in the event of a claim.

#### **1.2 Insurer**

KBC Insurance NV, Professor Roger Van Overstraetenplein 2, 3000 Leuven. VAT BE 0403.552.563, RLP Leuven, IBAN BE43 7300 0420 0601, BIC KREDBEBB.

Company licensed by the National Bank of Belgium, de Berlaimontlaan 14, 1000 Brussels, Belgium, for all classes of insurance under code 0014 (Royal Decree of 4 July 1979, Belgian Official Gazette of 14 July 1979).

#### **1.3 Policyholder**

CBC Banque SA – Grand-Place 5 – 1000 Bruxelles – Belgique TVA BE 0403 211 380 – RPM Bruxelles, FSMA 017588 A, tied agent of KBC Insurance NV, Professor Roger Van Overstraetenplein 2, 3000 Leuven, Belgium. VAT BE 0403.552.563, RLP Leuven, IBAN BE43 7300 0420 0601.

#### **1.4 Insured person**

Any natural person in whose name the insured account is held on the day of the accident (as holder or joint holder).

##### **Special cases:**

- If an insured account is jointly held by several persons, all joint holders are considered to be insured persons.
- If the insured account is in the name of children under five years of age, both parents – and in their absence the guardian – are considered to be the insured holders until the child has reached the age of five.
- For insured accounts opened with a third-party beneficiary clause, the initial account holder is considered to be the insured person until such time as the condition of the clause has been met. If this condition is met, the account insurance in the name of the initial account holder will be cancelled and the beneficiary of the clause can become the insured person by signing up to the insurance. If the beneficiary refuses the beneficiary designation, the initial account holder must sign up to the account insurance again to remain insured.
- For insured accounts opened in the name of a bare owner and a usufructuary, the bare owner is considered to be the only insured person.

#### **1.5 Beneficiary**

Any person entitled to receive compensation under this insurance policy.

#### **1.6 Insured account**

Current accounts and savings accounts in euros opened in the name of natural persons with CBC Banque SA in Belgium for which the account holder has accepted the CBC Account Insurance and paid the last premium due to the policyholder.

These can be individual accounts, joint accounts, or accounts with a chosen name insofar as the account-opening documents show that the balance belongs solely to one or more natural persons, each of whom is named individually.

If the holder of an insured account dies, the account will remain insured as a joint account in the name of all the heirs in proportion to their share in the balance on the account, provided that all the heirs are natural persons.

The following accounts are not covered:

- Security account certificates issued for the purposes of a home loan and the related accounts;
- Escrow accounts for notaries-public and lawyers;
- Time deposit accounts.

## 2. WHAT IS INSURED?

If, during the term of this insurance, the insured person is the victim of an accident, we will pay compensation in the event of death or permanent physical disability in the following cases:

- The insured person dies within three years of the accident as a result of the accident;
- The insured person becomes permanently physically disabled to a degree of 67% or more as a result of the accident.

The beneficiary will have to prove that the death or permanent physical disability of 67% or more is the direct result of the accident.

### *What do we consider to be an accident?*

An accident is a sudden and unexpected occurrence for the victim that results in a physical injury that can be determined objectively or in death, the cause, or one of the causes, of which is external to the victim's body.

We will assume that tendon, muscle or ligament lesions or distortions are the consequence of an accident if they manifest themselves suddenly during an exertion.

In the event of doubt, we refer to the broadest interpretation given to the term 'accident' in the legislation regarding industrial accidents and accidents which occur during the commute to and from work.

### *How is the degree of physical disability of 67% or more determined?*

The degree of physical disability is determined on consolidation of the injuries but no later than three years after the date of the accident. The basis for this is the degrees of disability specified in the official Belgian scale of disabilities (Officiële Belgische Schaal ter bepaling van de Graad van Invaliditeit). No account is taken of the profession being pursued. We reduce this based on a disability already present only if that disability relates to the same part of the body or the same bodily function as the one that was affected by the insured accident. Consolidation is the moment when the condition of the injuries becomes stable and no further deterioration or improvement is expected.

## 3. COMPENSATION

The compensation is equal to the sum of the balances on the insured accounts as stated on the account statements on the seventh day prior to the day of the accident. We guarantee payment of at least 1 875 euros per insured person.

The compensation in the event of death and the compensation in case of permanent physical disability cannot be cumulated. If the insured person dies after we've already paid compensation for permanent physical disability, we will deduct this amount from the amount paid in the event of death.

### **Special situations:**

#### **Balance on an account opened less than seven days prior to the accident**

In such cases, we will pay a fixed amount of 1 875 euros per insured person.

#### **Balance on a joint account**

For a joint account, the balance is divided by the number of joint holders when the accident occurred.

#### **Extra compensation for dependent children**

If on the day of his/her death or on the date the injuries are consolidated, an insured person has dependent children, the insurer will increase the amount paid by 1 250 euros per dependent child.

The compensation will be increased to 2 500 euros per child in the following cases:

- Both parents die and/or become permanently at least 67% disabled as a result of the accident;
- The only surviving parent dies or becomes permanently at least 67% disabled as a result of the accident.

We define a dependent child as any child of the insured person for whom statutory child benefit is being paid on the date of death or date the injuries are consolidated.

#### **Maximum compensation**

The total compensation following an accident may never exceed 125 000 euros per insured person, regardless of the number of accounts or the balances on those accounts.

## 4. COMPENSATION PAYMENT – RULES FOR BENEFICIARIES

### **a** *There is a credit balance on the account(s)*

If there is a credit balance on the insured account(s) on the date the compensation is paid, the compensation for physical disability will be paid to the insured person.

In the event of death, payment will be made to the beneficiaries in the following order, provided that the insured account(s) showed a positive balance at 00 hours on the date of death:

- The beneficiary or beneficiaries who was/were designated in writing. A designation or revocation is applicable as soon as the document in question has been signed by the insured person at a CBC Bank branch;
- The co-habiting spouse or officially co-habiting partner;
- The children or, by right of representation, the descendants of a predeceased child;
- The estate.

#### **Special cases:**

- If an insured account is in the name of a child under five years of age, this child will be the beneficiary;
- The extra compensation in the event there are dependent children will be paid to those children. If the children are minors, the compensation will be deposited on a blocked account;
- If the insured account was opened with a third-party beneficiary clause, this third party is the beneficiary if he/she accepted the beneficiary designation and as long as the condition specified in the third-party beneficiary clause has not yet been met;
- If the beneficiary dies before the insured person, his/her share will be allocated to the other designated beneficiary or beneficiaries. If there are no further designated beneficiaries, payment will be made in the order listed above. This rule does not apply if, by right of representation, there are descendants of a predeceased child.

### **b** *There is a debit balance on the account(s)*

If there is a debit balance on one or more of the insured accounts at 00 hours on the date of death, or on the date the compensation is paid in the case of compensation for physical disability, the compensation will first be used to clear this balance.

In such cases, CBC Banque is the first beneficiary.

Only the amount left over after settling the debit balance will be eligible for payment to the aforementioned beneficiaries.

### **c** *Payment of the compensation*

The insurer will pay the compensation to the beneficiary within 30 days of receiving the documents required to make a decision on settlement.

The insurer will also make all of the necessary notifications to the tax authorities.

### **d** *Differences of opinion*

If both parties' doctors do not agree, they will appoint a third doctor by mutual agreement to make the decision. Each of the two parties will pay half of the third doctor's fees and expenses.

Instead of the procedure mentioned above, the parties can have the competent courts appoint the third doctor and/or settle the difference of opinion.

## 5. WHAT IS NOT INSURED?

The following are excluded from this insurance:

- Deterioration in or complications of the consequences of an accident which are attributable to the following disorders: degenerative injuries to the motor system, diabetes or vascular diseases. This exclusion is not applied if the victim is able to demonstrate that this disorder had not yet been diagnosed;
- Accidents that occur while participating in or practising for speed races, time-trials or contests of skill using motor vehicles or motor boats. This exclusion will not be applied in respect of sightseeing or orienteering by car;
- Accidents due to:
  - nuclear reactions, radioactivity, ionising radiation, with the exception of radiation treatment required as a result of an insured accident;
  - the direct consequences in Belgium of earthquakes and volcanic eruptions;
  - exposure to asbestos.
- Suicide and the consequences of attempted suicide; legally carried out euthanasia as a result of an insured accident is treated as a natural death;
- Accidents caused deliberately by the victim or a beneficiary and accidents resulting from gross negligence on the part of the victim or a beneficiary; this exclusion will not be applied in respect of victims or the beneficiaries who are not themselves the perpetrator or accomplice. The following are deemed to be accidents resulting from gross negligence:
  - A state of alcoholic intoxication of more than 0.15 per mille (0.65 mg/l), in a state of drunkenness or in a similar condition resulting from the use of products other than alcoholic beverages;
  - Accidents that occur while carrying out an act of violence against a person or during the malicious theft or damaging of goods;
  - Accidents that occur during the wilful exposure to an exceptional and unnecessary hazard, such as stunt driving.
- Accidents that occur during the use of aircraft; however, the insured person is covered as an ordinary passenger on board aircraft officially licensed for passenger transport;
- Accidents connected to war, civil or otherwise, or similar events. This exclusion does not apply to accidents abroad (i.e. outside Belgium) up to a fortnight after the start of the disturbances, insofar as Belgium is not involved and the event has taken the insured person by surprise.

## 6. OBLIGATIONS RELATED TO A CLAIM

The notification, which might be conditional, must be in the possession of the insurer as soon as possible and, except in case of *force majeure*, within 30 days of the death.

The address where such notification is to be received is:

KBC Insurance, Bodily Injury Claims (SAL), Professor Roger Van Overstraetenplein 2, 3000 Leuven.

In cases involving possible permanent physical disability of 67% or more as a result of an insured accident, the notification must be in the possession of the insurer within 30 days of this being medically established, and by no later than 13 months after the accident.

For each accident, the following documents must be submitted:

- A medical certificate stating the cause of death or, where appropriate, establishing the injuries and the supposed degree of physical disability. If the insurer's examining doctor deems it necessary, the insured person will have to consult him/her for further medical examinations;
- A report on the circumstances surrounding the accident, stating the number of the police report if a report was drawn up by the police;
- For the additional cover for dependent children, proof of payment of child benefit;
- All the information the insurer requests relating to the accident.

Non-compliance with the above obligations entitles us to reduce or recover the agreed compensation to the extent of the prejudice we suffer due to your negligence. However, not meeting a specified deadline cannot be invoked as negligence if the required notification was given as promptly as reasonably possible. In the event of fraud, we may refuse cover.

## 7. IMPORTANT PROVISIONS FROM INSURANCE LEGISLATION CONCERNING SETTLEMENT OF THE CLAIM

### *Compensation in the event of terrorist attacks*

If we provide insurance for terrorist attacks in one of the types of cover included in this policy, the following provision will apply:

We are a member of the Terrorism Reinsurance and Insurance Pool (TRIP), a non-profit organisation (vzw) which has a legally established solidarity mechanism between insurers and the government that offers the guarantee that claim events caused by terrorist attacks will be compensated.

In the case of an attack, a procedure prescribed by law will have to be followed. Within six months, a committee has to decide whether the attack falls under the statutory definition of terrorism, which settlement terms are applicable and by when payment should be made. In the exceptional case that total claims resulting from terrorist attacks in one year amount to more than 1 billion euros (December 2005 index), compensation to be paid will be reduced on a pro rata basis.

Terrorist attacks with a nuclear bomb shall remain excluded. When terrorism cover is not compulsory, claims resulting from radioactivity and ionising radiation is also excluded. More information is available at [www.TRIPvzw.be](http://www.TRIPvzw.be).

### *Prescription period*

The prescription period for any legal claim stemming from this insurance contract is three years. This means that after that period, no further claims can be made under this insurance. This period starts on the day of the incident that grants entitlement to the insured compensation. If the beneficiary only became aware of the incident at a later time, the period will only start from that day. It will in all cases end five years after the incident.

## 8. PREMIUM

The premium for each insured account is 4.80 euros per year, including taxes and charges.

This premium is charged annually for savings accounts that qualify for insurance and for CBC Investor's Accounts or when an account is closed.

The premium is charged monthly as standard for CBC Current Accounts, CBC Basic and CBC Plus Accounts or when an account is closed.

## 9. TERM OF THE INSURANCE

The insurance contract concluded between CBC Banque SA and the insurer commences on 1 January 2013. It will be tacitly renewed on its renewal date of 1 January for successive periods of one year, unless one of the parties signing the contract objects to such renewal by notification by registered letter at least three months before the annual renewal date.

### **Duration of cover**

The insurance will commence when the insured person signs the application to sign up to it.

In respect of the insured person, the insurance cover will lapse by operation of law:

- on the date the insurance contract between CBC Banque and the insurer ends;
- on the date the insured person's account is closed;
- if the insured person does not pay the premium – due on 1 January each year – within 30 days.
- the insured person is entitled to cancel the insurance within 30 days following the notification of any change in the General Conditions applying to CBC Account Insurance. The cancellation must be notified to the policyholder by registered letter or by delivery against acknowledgement of receipt at the branch where the insured person has his/her account. The cancellation will take effect on the date the new General Conditions enter into effect.

## 10. SPECIAL PROVISIONS

- This insurance is governed by Belgian law. Any legal disputes will be subject to the jurisdiction of the Belgian courts only.
- This insurance cover is valid worldwide.
- In the event of an insured claim, CBC Banque will impart the relevant balances at the first request.
- The insurer waives its right of recourse against persons who are liable for the accident causing the death or disability of the insured person.
- All notices and reminders regarding this insurance will be validly served upon the insurer, KBC Insurance NV. Insured accidents must be notified to the following address:  
KBC Insurance, Bodily Injury Claims (SAL), Professor Roger Van Overstraetenplein 2, 3000 Leuven.
- All disputes and legal proceedings in respect of the application of this insurance must be settled only with or conducted only against the insurer, to the exclusion of CBC Banque SA.

## 11. PRIVACY ACT

At KBC Insurance, we set great store by protecting privacy. We endeavour to process personal data in a lawful, fair and transparent fashion.

Insured persons can find detailed information in our privacy statement. The purpose of this statement is to inform insured persons of the way in which we process their personal data as a policyholder, prospective policyholder, insured person or beneficiary.

To ensure that this privacy statement remains up to date, we have opted to make it available on our website ([www.cbc.be/privacy](http://www.cbc.be/privacy)), Insured persons can also obtain a paper version from their KBC Insurance intermediary or CBC Banque branch.

We advise insured persons to read this statement carefully because it refers to their rights and legal obligations.

By virtue of the fact insured persons are customers, it is assumed that they have agreed, insofar as is necessary, to all the processing operations referred to in the privacy statement, including for the purposes of direct marketing (personalised approach). If a person does not agree with the way we collect and process his/her personal data, we would advise him/her to take the requisite action, for instance by notifying us accordingly through the channels provided.

## 12. COMPLAINTS

Complaints in connection with this insurance can be addressed to the Complaints Management:

- CBC Banque, Entité de Gestion des plaintes, Grand-place 5, B-1000 Bruxelles, fax 02 547 11 77, e-mail : [gestiondesplaintes@cbc.be](mailto:gestiondesplaintes@cbc.be)
- KBC Insurance complaints management, Professor Roger Van Overstraetenplein 2, 3000 Leuven.

If no suitable solution is found, complaints can then be addressed to the Insurance Ombudsman, de Meeûsplantsoen 35, 1000 Brussels, [www.ombudsman.as](http://www.ombudsman.as), who acts for the entire sector.

This does not prejudice the right to instigate legal proceedings.