



## Digital Protect: Precontractual information

### Information about the broker: BNP Paribas Fortis SA

This insurance product is offered to you by **BNP Paribas Fortis SA**, a company limited by shares with registered office at Montagne du Parc/Warandeberg 3, B-B-1000 Brussels, registered in the Brussels Register of Companies and with VAT no. BE 0403.199.702, acting as tied broker of Cardif Assurances Risques Divers s.a. and registered under no. FSMA 25.879A.

### Information about the insurer: CARDIF Assurances Risques Divers SA

CARDIF Assurances Risques Divers SA - a company incorporated under French law, with registered office at 1 Bvd Haussmann, F-75009 Paris, France - is licensed to practice in Belgium through its branch: Chaussée de Mons/Bergense Steenweg 1424, B-1070 Brussels - Brussels Register of Companies no. BE0435025994 - an insurance company licensed in Belgium by the Banque Nationale de Belgique under code no. 978.

### Key features of Digital Protect

- Digital Protect provides, in a single package, global cover for a series of portable electronic devices against theft, accidental material damage and fraudulent use.
- Digital Protect is a collective insurance scheme policy taken out by BNP Paribas Fortis SA (the Policyholder) with Cardif Assurances Risques Divers SA (the Insurer).
- All BNP Paribas Fortis SA clients with an account with the bank and their official address in Belgium may apply to join the scheme.
- Insured persons are the scheme members and the following members of their families:
  - spouse, common-law partner, partner under a cohabitation contract,
  - children of the member and those of the spouse who form part of the member's household for tax purposes.
- To benefit from the cover, Insured Persons must be the owners of the insured devices.

### Digital Protect cover

A summary of the cover is provided below.

The exact cover provided is set out in the General Terms and Conditions, which you can also find on our website.

#### Cover provided by Digital Protect

<b>Aggravated theft</b>	Theft of the insured device involving assault and breaking and entering committed by a third person and occurring outside the Insured Person's home (i.e. away from the main place of residence, second home or seasonal location) and subject to the exclusions set out in the General Terms and Conditions.
<b>Accidental material damage</b>	All destruction or total or partial deterioration preventing the insured device from operating properly and arising from the sudden and unforeseen action of a cause external to the device insured and beyond the control of the member.
<b>Fraudulent use</b>	Reimbursement of the price of communications made fraudulently by a third party in the 24 hours following the theft and before a request for the line to be blocked is made.

## Devices covered by Digital Protect

Digital Protect offers cover for all insured devices held by Insured Persons, without limitation of the number of devices and without prior identification of the devices insured.

Digital Protect cover extends solely to the following devices, purchased new in the European Union provided they are less than five years' old on the claim date.

Portable computers	Laptops, notebooks, tactile tablets, graphics palettes (pen tablets), netbook computers.
Handheld devices	Personal digital assistants (PDAs), portable audio/digital video players (mp3/mp4); portable games consoles, portable satellite navigation devices (portable GPS receivers), dictaphones, pocket photo printers, electronic books.
Image and video	Digital cameras, digital camcorders, portable video projectors, portable DVD players without TV reception.
Mobile phones	Mobile phones, smart phones, any device for which the principal purpose is communication by telephone. The device must have a SIM (Subscriber Identity Module) card to which a number reserved for mobile telephone services has been allocated.

## Claim payout under Digital Protect

In the event of a claim which is covered, the insured device will be exchanged for a replacement device.

If this exchange is rejected, the Insured Person will be paid, on request, an indemnification not exceeding the replacement value and within the maximum cover.

Replacement device	A brand-new device of an identical model to that for which there is a claim, or if that device is no longer sold, an equivalent brand-new device, that is to say, with the same key technical features at the very least, excluding brand, weight, size, colour and design.  In any case, the payout may not exceed the replacement value of the insured device.
Replacement value	The purchase value, including all tax, in Belgium (before any promotional discount) of the insured device on the date of the claim, or if this device is no longer sold or available, the purchase value, including all tax, in Belgium of a device with technical features equivalent to those of the insured device on the claim date.  The replacement value may not exceed the purchase value of the insured device, including all tax, on the date it was purchased.

## **Validity**

The features, terms and conditions and other particulars of the insurance policy are subject to change at any time. They are therefore only valid on the date on which they are provided.

## **Term**

Cover is obtained for one year from the date of membership of the insurance scheme, subject to payment of the premium.

Every year, the cover is tacitly renewed for a further year under the terms and conditions and prices applying on that date.

## Premium

The yearly contribution is EUR 114 (the tax of 9,25% is included). The premium is fractionated without fee in twelve monthly premium of EUR 9,5. The premium is paid by direct debit.

Management and capital fees of the insurer amount to 6,5% of collected premium (tax excluded).

## Cooling-off period – Right of cancellation

You and the Insurer may cancel the membership within 14 days of it being granted, without being liable for any penalties and without the grounds being communicated, by registered letter, ordinary post or telephone.

Cancellation by the Insured Person shall come into effect immediately on receipt of notification; cancellation by the Insurer shall come into effect eight days after notification is sent.

Current policies may also be cancelled in accordance with the procedures laid down in the General Terms and Conditions.

## Applicable law – Choice of forum

This Contract is governed by Belgian law, and in particular by the Act on non-marine insurance of 25 June 1992, as extended and amended, and by its implementing decrees.

The Belgian courts shall have sole jurisdiction for all litigation.

All communications relating to and/or pursuant to the policy must be made in the language entered into the Bank's files when the relationship was entered into.

## Appeal

Without prejudice to any remedy before the courts, any complaints you have may be submitted in writing to:

The Belgian branch of CARDIF-Assurances Risques Divers SA  
Chaussée de Mons/Bergense Steenweg 1424  
B-1070 Brussels  
[gestiondesplaintes@cardif.be](mailto:gestiondesplaintes@cardif.be)  
Tel. : +32 (0)2 528 00 03  
([www.bnpparibascardif.be](http://www.bnpparibascardif.be))

If you are not satisfied with the solution proposed by the Insurer, you may submit your complaint to:

Insurance Ombudsman  
Square de Meeûs/Meeûssquare 35  
B-1000 Brussels  
Tel.: +32 (0)2 547 58 71  
Fax: +32 (0)2 547 59 75  
[www.ombudsman.as](http://www.ombudsman.as)  
E-mail: [info@ombudsman.as](mailto:info@ombudsman.as)

The submission of a complaint does not detract from the possibility of instituting legal proceedings.