# GENERAL STIPULATIONS FOR SAFEGUARD SUPPORT, INSURANCE AND SERVICES FOR ING CORPORATE CARD

The ING Corporate Card also provides an extensive range of services. This service is offered under the names SafeGuard Support, SafeGuard Insurance and Safeguard Services and implemented by Inter Partner Assistance S.A.. SafeGuard Support consists of (medical) support for accidents abroad. ING has added flight and baggage delay insurance with travel accident insurance for the benefit of ING Corporate Card cardholders under the name SafeGuard Insurance. SafeGuard Services makes your stay abroad easier.

SafeGuard Support, SafeGuard Insurance and SafeGuard Services are offered by Inter Partner Assistance S.A., an insurance company approved under code number 0487 for the purpose of providing travel insurance with the headquarters being located at Regentlaan 7, 1000 Brussels. Inter Partner Assistance S.A. commits itself to implementing all the guarantees stated below. ING Corporate Card is not responsible for the way in which Inter Partner Assistance S.A. puts SafeGuard Support, SafeGuard Insurance and SafeGuard Services into effect and it will not be held liable for this.

# **General Stipulations**

A condition is the fact that the beneficiary is travelling when SafeGuard Support, Insurance and/or Services is called upon. A journey starts at the point where the beneficiary leaves his/her residence and it ends when he/she returns there. One exception to this is legal assistance which is only provided abroad. Limitation: if Inter Partner Assistance judges that a claim and damage or loss is not covered, the ING Corporate Card cardholder will be informed of this in writing. Every (supposed) right to (loss) pay-out and/or claim to SafeGuard Support lapses if no legal claim is made against Inter Partner Assistance within three years of the report in question being made by the ING Corporate Card cardholder.

Subrogation: Inter Partner Assistance will, in the case of payment of costs and/or compensation, acquire all rights and legal claims of the beneficiary towards third parties which are liable for an event which resulted in a demand or claim under SafeGuard Support.

# **Definitions**

- Beneficiary: the ING Corporate Card cardholder himself/herself, his/her spouse or partner with whom he/she lives, his/her children up to the age of 18, or his/her business partners up to a maximum of 3 people when they travel together with the ING Corporate Card cardholder.
- Physical injury: physical injury purely and directly caused by a violent, unintentional, visible external cause which occurs during the journey with the exception of (chronic) illnesses or ailments.
- *Illness*: sudden or unexpected illness which has occurred or which first becomes apparent during the journey.
- Serious medical reason: physical injury or illness of such severity that the life of the beneficiary is endangered.
- Family member: for the cardholder: blood relation or relation by marriage to the first or second degree or partner with whom the ING Corporate Card cardholder lives permanently. For the members of the party of travellers: family members of the first degree.

• *Country of residence*: The country in which the residence of the ING Corporate Card cardholder is located.

You will see below the various components of assistance which SafeGuard can provide on a point by point basis. SafeGuard consists of the components Support, Insurance and Services.

# **SafeGuard Support Conditions**

## 1. Reporting

SafeGuard Support passes on urgent messages which arrive via SafeGuard Support in the event of an emergency. The emergency number is staffed 24 hours a day. The SafeGuard Support telephone number is +31 (0)20 574 57 20.

#### 2. Information

In the case of an unexpected and serious problem during the journey such as loss or theft of a passport, ING Corporate Card, money and/ or travel documents, SafeGuard Support provides free advice about what to do and which bodies to contact. If problems occur following loss or theft of travel documents or securities there is an entitlement to assistance on the spot from the emergency centre in the form of an interpreter, mediation via embassies, consulates and other bodies. No costs are attached to this assistance.

#### 3. Medical information

In an emergency situation SafeGuard Support will assist the cardholder by providing the names and addresses of doctors, specialists, dentists, hospitals, medical centres, pharmacies, ambulances etc. SafeGuard Support will on request ensure that a doctor comes to your bed. In this case the costs of the visit are borne by you.

## 4. Medical transport

If you should suffer physical injury or suddenly become ill, then SafeGuard Support will as necessary provide:

- a) Admission to the closest hospital.
- b) Transport by car, ambulance, aeroplane etc. to a hospital which is better equipped and thus more suitable, depending on the type of injuries or illness. If necessary this is followed by repatriation to the country of residence as soon as a declaration from the doctor providing treatment does in consultation with the medical staff of SafeGuard Support state that the condition of the beneficiary once again permits him/her to travel normally. The repatriation will take place by scheduled plane or another suitable method if the original ticket is no longer valid for this purpose.

#### OR

 c) Repatriation of the beneficiary to a hospital close to his/her residence in his/her home country if his/her health permits this. Transport by private plane only applies for repatriation from Europe and/or the Mediterranean area with the exception of Albania and Libya.

## AND, if this is applicable:

Repatriation of other beneficiaries by scheduled flight (tourist class) or by train (first class) to the place of residence in the home country provided that it is not possible to use the original means of transport for this purpose.

# 5. Advances

SafeGuard Support commits itself to providing advances up to a maximum amount of  $\in$  4,600 to cover initial payments in the case of:

a) urgent admission to hospital or

 b) unexpected emergency situations in which the ING Corporate Card cannot be used as a consequence of loss or theft. (This must of course be reported to the ING Corporate Card Customer Service team and the local police.)

In each case the ING Corporate Card cardholder or someone acting on his/her behalf must sign an I.O.U. bond before this loan can be provided. All amounts which are provided as an advance must be repaid on return to the country of residence within 3 months at the latest after SafeGuard Support has paid these amounts. Advances to members of the travelling party of the ING Corporate Card cardholder are only provided at the risk of the ING Corporate Card cardholder. In addition SafeGuard Support can at the request of the ING Corporate Card cardholder make contact with the health insurer in order to arrange the direct payment of medical costs if this is applicable.

## 6. Unexpected return to the country of residence

If the original ticket cannot be used due to a sudden summons back to the country of residence in the case of serious illness or death of a family member of a beneficiary or in the case of serious damage to the property of the beneficiary, SafeGuard Support will provide a ticket for the return journey by scheduled flight (tourist class) or train (first class) and bear the additional expenses for this.

#### 7. Repatriation in the case of death

In the case of death of a beneficiary SafeGuard Support will take all necessary measures for the repatriation of the mortal remains. SafeGuard Support pays the costs of the post-mortem treatment and the costs for international transport of the mortal remains to the place of burial or the crematorium in the country of residence. This cover does not apply to the burial or cremation costs themselves.

#### 8. Legal assistance

Outside the country of residence SafeGuard Support provides legal defence of the beneficiary and pays an amount up to a maximum of  $\in 1,400$  for this purpose if the beneficiary is sued for damages or civil liability as a private individual under the laws of the country in which he/she is currently located, after allegedly having caused damage or loss to third parties, after involuntary contravention of local laws with the exception of damage or loss as a consequence of possession, keeping or use of a vehicle. Loss or damage to third parties due to intent or gross negligence on the part of the beneficiary is not covered. In addition SafeGuard Support provides advances up to a maximum of  $\in 5,000$  for:

- a) the payment of legal costs due with the exception of sums for bail demanded for legal liability, fines or personal compensation to be paid by the beneficiary;
- b) the release of the beneficiary if he/she was unexpectedly arrested following a traffic accident.

Such an advance or surety will be regarded as a loan from SafeGuard Support to the ING Corporate Card cardholder who will pay this back in its entirety as soon as the surety is paid back to him/her in the event of discharge, acquittal or otherwise within 15 days following the date on which the authorised court pronounced its verdict. Repayment to SafeGuard Support does in any case occur no later than 3 months following the original payment of the advance or surety. Advances to or sureties provided for the travelling companions of the ING Corporate Card cardholder do in this case too remain at the risk of the ING Corporate Card cardholder.

# 9. Visit from the country of residence

If the beneficiary has to stay in a hospital abroad for a period longer than 5 days, SafeGuard Support will provide a return ticket free of charge to a family member or someone designated by the ING Corporate Card cardholder. In addition SafeGuard Support will contribute up to a maximum of  $\in$  40 per day to the costs of a hotel, restricted to the costs of overnight stay including breakfast up to a maximum of 10 days.

#### 10. Tracing and rescue

If the beneficiary goes missing or finds himself/herself in an emergency situation, SafeGuard Support will take all possible and available steps, or have them taken, to trace or rescue the beneficiary. The measures to be taken are decided by SafeGuard Support in consultation with the national authorities. SafeGuard Support emphasises that no guarantee can be given for the success of the operation. The costs are paid up to a maximum of  $\ensuremath{\mathfrak{C}}4,600$ .

#### **General exceptions**

- 1. The SafeGuard Support is valid for each journey with a continuous duration of a maximum of 60 days.
- 2. The ING Corporate Card cardholder does not have any right to repayment of expenses made by himself/herself without the prior agreement of SafeGuard Support.
- 3. In addition no cover is provide for loss or damage which
  - a) is the result of strikes, war, invasion, armed conflict, hostilities (regardless of whether war has been declared or not), civil war, insurrection, uprising, terrorist, military or illegal acts or manifestations of violence, riots, civil disturbances or natural disasters
  - b) is the result of self-inflicted injuries or participation of the beneficiary in criminal acts or intentional transgressions.
  - c) results from participation of the beneficiary in competitions, horse racing, cycle racing or any form of motor racing or demonstrations.
  - d) the result of participation of the beneficiary in a fight other than in self-defence.
  - e) is caused in connection with the professional playing of sports or participation in training sessions for official competitions or sport demonstrations.
  - f) is directly or indirectly caused by, has contributed to, or has resulted from ionising radiation or contamination through radioactivity from any radiating nuclear fuel or nuclear waste, from burning of nuclear fuel or through radioactive, poisonous or explosive substances or substances which are hazardous in another way or a component thereof.
  - g) is the result of any previously existing, recurring, chronic or on-going illness or health condition which the beneficiary was aware of and/or for which he/she was receiving treatment. The recovery is regarded as a complete component of the illness.
  - h) is the consequence of pregnancy within 3 months to the expected date of childbirth.
  - i) is the result of mental illness or insanity.
  - j) occurred due to the fact that the beneficiary was under the influence of alcohol or drugs or suffering from their effects with the exception of medicine prescribed by an appropriately qualified doctor.
  - k) is the result of death due to suicide or injury as a result of a suicide attempt.
  - is the result of participation of the beneficiary in aerial sports or flying other than as a paying passenger of a registered airline which is used for commercial ends by a company.

## **Obligations of the ING Corporate Card cardholder**

# A) General terms and conditions

In an emergency the ING Corporate Card cardholder will ring SafeGuard Support. The SafeGuard emergency centre can be contacted 24 hours a day via the telephone number: +31(0)20 574 57 20; this number can also be called with the charges reversed. The cardholder is requested to contact this number before taking action personally. At this point he/she must state:

a) his/her name and the card number of his/her ING Corporate Card and, if applicable, the name of the beneficiary for whom help is

- requested.
- b) place and telephone number where he/she can be contacted.
- c) a short summary of the problem and the help which is requested.

## B) Transport on medical grounds

If the ING Corporate Card cardholder requests transport back to the country of residence on medical grounds, the following conditions apply:

- In order to enable SafeGuard Support to take action as quickly as possible, the ING Corporate Card cardholder or the person representing him/her must provide the following information:

   a) name, address and telephone number of the hospital to which the beneficiary is admitted.
   b) name, address and telephone number of the doctor treating the beneficiary and also the general practitioner at home if necessary.
- 2. The medical team or the representative of SafeGuard Support will have free access to the beneficiary in order to establish his/her condition. If these conditions are not met, apart from for reasons which are justified in the opinion of Safe Guard Support, the ING Corporate Card cardholder and other beneficiaries will no longer be entitled to medical assistance.
- The SafeGuard Support medical team will in any case determine the date and method of transport in consultation with the doctor providing the treatment.
- 4. If SafeGuard Support pays for the transport of the ING Corporate Card cardholder, the latter is requested to provide SafeGuard Support with the unused part of his/her original travel ticket or the equivalent thereof.
- 5. In the case of illness or physical injury which necessitates hospital admission, the ING Corporate Card cardholder or someone acting on his/her behalf must inform SafeGuard Support of this within three days. If this condition is not met SafeGuard Support reserves the right to charge for additional costs which would not have been necessary if the ING Corporate Card cardholder had adhered to this three day limit.

## C) General stipulations

a) Limitation of loss or damage.

If a case of damage or loss does occur, the ING Corporate Card cardholder must do everything possible to limit the consequences of this.

b) Reclaim:

The ING Corporate Card cardholder will provide SafeGuard Support with all documentation and fulfil all necessary formalities in order to put SafeGuard Support in a position to reclaim money from companies and bodies involved if this is applicable.

Insurance In addition to the extensive personal cover ING Corporate Card does in cooperation with Inter Partner Assistance S.A. also provide the ING Corporate Card cardholder with cover for relevant purchases in the event of flight and baggage delays outside the country of residence.

# **Terms and Conditions for SafeGuard Insurance**

In addition to the extensive personal cover, the ING Corporate Card also provides the cardholder with cover for relevant purchases following flight and baggage delays abroad. This insurance is provided by Inter Partner Assistance S.A..

## A. Baggage delay

Cover of a maximum of  $\in$  350 per party of travellers if the baggage which is entrusted to the airline with which the insured person is travelling has not arrived at the destination within four hours of arrival of the insured person and cover of a maximum of  $\in$  1500 per party of travellers as an additional payment if the baggage has not been found

within 48 hours of arrival of the insured person at the destination. This insurance covers the relevant purchases abroad such as replacement clothing and toilet articles if they are made within four days of arrival of the insured persons at the destination abroad. The insured persons must take appropriate measures to locate the baggage and inform the airline and/or airport authorities immediately about the delay or loss of baggage. For this purpose the authorised body will draw up a P.I.R. (Property Irregularity Report) with copy being provided for Inter Partner Assistance S.A. in the event of a claim (see 4. reporting).

#### B. Flight delay

Cover of a maximum of  $\in$  350 per party of travellers for relevant purchases abroad such as meals, refreshments and other expenses if the delay to a scheduled flight is longer than four hours as a result of: delay or cancellation of a booked and confirmed flight by the airline; delayed arrival of the aircraft resulting in a connecting flight being missed and delayed arrival (more than 1 hour) of public transport which results in the flight being missed. This insurance is not applicable to charter flights.

General stipulations for baggage and flight delays

1. Insured persons

For flight and baggage delay: the ING Corporate Card cardholder and also his/her fellow travellers.

2. Conditions and limitations

The insured person must where possible use his/her ING Corporate Card for the required purchases. If the ING Corporate Card of the insured person cannot be used to pay for the necessary purchases, original receipts are valid for the cover. The 'ABC World Airways Guide' will be used as a guideline for establishing the times of the flight schedule.

3. Exceptions

No cover is provided if: the baggage is impounded by customs or other government bodies; the insured persons do not check in according to the instructions in the itinerary given unless these are made impossible by a strike; alternative transport of a comparable standard is provided within 4 hours of the planned departure time in the event of a flight delay; the flight delay is compensated by other flights in such a way that the total duration of the journey does not run over by more than four hours; the flight delay was caused by strike action which was already underway or announced before the start of the journey; the delay is the result of an authorised body taking a passenger aircraft out of service with this being announced before the start of the journey.

4. Reporting

A claim must be made within 21 days of a delay occurring with all original items of proof such as sales slips and records of purchase being presented per email to: Claims-assistance@ip-assistance.com or per mail to:

Inter Partner Assistance nv c/o Safeguard Regentlaan 7 1000 Brussels Belgium

#### C. Additional accident insurance

ING Corporate Card has agreed an additional accident insurance policy for ING Corporate Card cardholders to the amount of  $\in$  113,450 with Inter Partner Assistance S.A.. This insurance policy pays out in the case of death and certain forms of disability as a consequence of an accident involving public transport, hire car or hired aircraft where the costs are paid with an ING Corporate Card.

General stipulations for additional accident insurance

Insured persons

The following persons are insured:

- a. holders of a valid ING Corporate Card issued by ING Corporate Card;
- the spouse or partner, also travelling independently, who has been living at the same address with the ING Corporate Card cardholder for at least six months and has also had a residency qualification for at least six months;
- c. their children up to the age of 25, also travelling independently, where the maintenance costs are demonstrably met by the ING Corporate Card cardholder.

#### 2. Cover

The cover applies worldwide:

- a. during trips by public transport provided that the travel costs are paid for with an ING Corporate Card.
- b. The cover starts at the moment the public transport vehicle is entered and ends when it is left. For trips by plane or boat the cover ends on leaving the arrival building;
- c. during the direct conveyance by public transport, taxi or
  private car to the place where the journey is due to start under
  a. and also during direct conveyance by public transport, taxi
  or private car from the place of arrival to the final destination
  meant under a. These travel costs do not have to be paid for
  with an ING Corporate Card;
- d. while travelling as driver or passenger in a hire car provided that the hire costs are paid for with an ING Corporate Card; this cover applies for a maximum of 60 days;
- e. while travelling as a pilot of a plane where the hire costs are paid for with an ING Corporate Card; this cover applies exclusively during a stay outside the country of residence for the insured person who is in possession of a valid pilot's licence and on the basis of which the insured person transports paid cargo professionally.

#### 3. Pay-outs.

Pay-out occurs if a covered accident does within one year lead to the death of an insured person or permanent disability as described below

Death	€	113,450
Permanent disability due to the loss of:		
both hands or both feet	€	113,450
sight in both eyes	€	113,450
one hand and one foot	€	113,450
one foot and sight in one eye	€	113,450
one hand and sight in one eye	€	113,450
one hand	€	56,750
one foot	€	56,750
sight in one eye	€	56,750
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Loss of a hand or foot is deemed to be actual amputation from the ankle or wrist joint. Loss is also understood to be the complete loss of function of a foot or hand. Loss of sight is understood as the complete and irreparable loss of sight in one eye or both eyes. If the loss (or loss of function) of several body parts named in the above table occurs as a result of one and the same accident, no amount exceeding  $\in$  113,450 per person will be paid out. For children up to the age of five cover of a maximum of  $\in$  22,690 applies. A maximum of  $\in$  4,538,000 applies for group trips which are fully paid for by one ING Corporate Card.

# 4. Exceptions

Cover is not provided as a result of accidents which the insured person suffers due to:

- a. suicide or a suicide attempt;
- b. war, whether or not declared officially or actions conforming to this;
- c. intention or illegal actions on the part of the insured person or a party having an interest in the pay-out;
- d. the driving of any vehicle while the blood-alcohol percentage is greater than that permitted according to the laws of the country

- in which the accident took place;
- e. bets, challenges or unmistakably dangerous actions;
- f. speed and endurance competitions for motor vehicles and practice runs for this purpose.

## 5. Definition

Accident: a sudden, unexpected, external violent action on the body of the insured person which results in his/her death or medically proven physical injury. Sunstroke, freezing, drowning, starvation, severe thirst or exhaustion are also regarded as an accident provided that they occur as a result of becoming isolated. Public transport: a publically accessible vehicle with regular services where a licence for transport of passengers is issued by the authorised government body such as trains, buses, boats and planes for example, including charter flights as long as they are chartered by a tour operator.

Hire car: four wheeled motor vehicle which is used commercially by a car hire company.

## 6. Beneficiary

All payments will be made to the insured person or his/her legal heir(s) unless the insured person has appointed a beneficiary by means of a registered letter to SafeGuard Support.

7. Obligations following an accident

An accident must be reported to Inter Partner Assistence S.A. at Claims-assistance@ip-assistance.com as quickly as possible and within 30 days at the absolute latest. At this point you just need to state loss or damage in relation to the accident. You can contact SafeGuard Support regarding any other damage or loss. The binding conditions of the various SafeGuard covers described for this purpose are laid down in the insurance agreements made by ING Corporate Card.

#### **Conditions for SafeGuard Services**

#### Introduction

SafeGuard Services are there for your convenience. No costs are linked to the use of SafeGuard Services. Costs incurred on your instructions for the purchase of tickets, theatre bookings or otherwise are charged to you via your ING Corporate Card.

1. Concert, theatre and restaurant reservations

SafeGuard Services will make reservations in restaurants in the country of residence, theatres and concerts on the request of the cardholder. Costs linked to the reservation and costs for tickets are borne by the cardholder. Restaurants and theatres reserve the right to charge costs in the event of no show.

## 2. Interpreting/translation service

SafeGuard Services will arrange an interpreter or translator at the request of the cardholder. Costs linked to this are borne by the cardholder. You will obtain a statement of the expected costs beforehand.

## 3. Travel service

Cardholders can make use of SafeGuard Services in order to obtain flight information and for the (re)booking of flights. Information about the following components is provided:

- schedule of flights
- prices
- restrictions
- connections
- advice about the best options for a customer to receive his tickets.

No costs are linked to the provision of the information and the booking of the flights. However, all costs of tickets and rebookings, any charges and delivery costs or other additional costs will be charged to the card of the cardholder or paid in another way if desired.

## 4. Hotel reservations

Cardholders can, if the information is available, ask for advice and information from SafeGuard Services for worldwide hotel reservations. SafeGuard Services will arrange the reservations on behalf of the cardholder while using the data on his/her credit card and it will pass on a confirmation number following reservation. This means you have a guarantee that the hotel will keep a room free for you. The cardholder will pay the bill himself/herself on leaving the hotel. It is possible that hotels will charge a sum if the cardholder does not cancel in good time following reservation. No costs are charged for the reservation by SafeGuard Services.

# 5. Car hire

SafeGuard Services will on request provide information to cardholders regarding car hire. A reservation can also be made on the request of the cardholder, using the credit card data. A confirmation number will be provided. The customer will pay all costs to the car hire company. No costs are linked to the provision of information and the reservation of a car.