

## General Card Conditions ABN AMRO and ABN AMRO MeesPierson

### Article 1. Definition of terms

**3D Secure Password:** the password which enables you to authorize online payments (when you have not installed the ICS App);

**ABN AMRO:** ABN AMRO Bank NV, our partner in issuing your Card;

**Automatic Billing Updater:** the service from Visa or Mastercard with which we can inform joining merchants about your new Card details when we have issued a new Card;

**Biometrics:** fingerprint or facial recognition which enables you to authorize online payments;

**Merchant:** a business where you can pay with your Card;

**BKR:** Credit Registration Office at Tiel, the Netherlands;

**Card:** the credit card we have issued to you, which can be either the Main Card or the Extra Card;

**Card Fee:** the fee you owe for your Card;

**Contactless payment terminal:** a terminal fitted with NFC technology and capable of accepting contactless payments from credit cards;

**Creditcard Online:** your personal internet environment of your Card;

**Documentation:** the product information, charges and conditions you have received from us with respect to your Card;

**Extra Card:** each additional Card we have issued in connection with a Main Card. An Extra Card is always linked to a Main Card;

**Main Card:** the Card in respect of which an Extra Card has been issued;

**ICS App:** the application software provided by us under the name 'ICS App for ABN AMRO Cards';

**Mastercard:** Mastercard Europe SA, or Mastercard International Inc.;

**NFC:** Near Field Communication: technology enabling the short-range exchange of information between two devices;

**Agreement:** the agreement between you and us regarding your Card. The Agreement comprises the Documentation and these general terms and conditions;

**SMS Code:** the code which you will receive by text message which enables you to authorize online payments (when you have not installed the ICS App);

**Access Code:** the access code of the ICS App which enables you to authorize online payments;

**You (you/your):** the holder of the Card;

**Insurance company:** ABN AMRO Schadeverzekeringen N.V.;

**Visa:** Visa Europe Ltd or Visa Inc.;

**We (us/our):** International Card Services BV. Visiting address: Wisselwerking 58, 1112 XS Diemen, the Netherlands. Postal address: PO Box 23225, 1100 DS Diemen, the Netherlands. We are regulated by the Nederlandsche Bank (the Dutch Central Bank) (Westeinde 1, 1017 ZN Amsterdam, the European Central Bank (Sonnemannstrasse 22, 60314 Frankfurt am Main, Germany) and by the Autoriteit Financiële Markten (Netherlands Authority for the Financial Markets) (Vijzelgracht 50, 1017 HS Amsterdam);

**Exchange Rate:** the exchange rate determined by Visa for Visa Cards and by Mastercard for Mastercards, plus a surcharge.

### Article 2. Commencement, duration and cancellation of the Agreement

- 2.1. The Agreement takes effect the moment:
  - (a) you activate your Card;
  - (b) you make the first payment or the first cash withdrawal with your Card;
  - (c) you make your first payment to us;
  - (d) you state in any other way that you agree to the Agreement.
- 2.2. The Agreement is concluded for an indefinite period of time but will be cancelled if you have no longer a bank account with ABN AMRO. You are at all times entitled to cancel the Agreement in writing or by telephone, with due observance of a one-month notice period. ABN AMRO MeesPierson Cards must be cancelled at ABN AMRO. We are also entitled to cancel the Agreement, in which case a two-month notice period applies.
- 2.3. We are authorised to immediately block your Card and the related facilities if any of the following situations occur or seem to occur:
  - (a) You act in breach of the Agreement, for example if you are in arrears with payments. This could also be an arrears with payments on another Card.
  - (b) Your Card has been reported stolen, lost or missing.
  - (c) The outstanding balance exceeds the spending limit.
  - (d) Your financial situation has deteriorated considerably.
  - (e) A bankruptcy order has been issued against you or you have been granted a statutory debt adjustment.
  - (f) Abuse, unauthorised use or fraudulent use is made of your Card.
  - (g) Your death.
  - (h) You have left or are going to leave the Netherlands to relocate to a different country.
  - (i) You no longer reside at the home address you submitted to us.
  - (j) You are involved in fraud.
  - (k) If you have not provided us with information about your personal and financial situation, when we have asked you to do so.
  - (l) When laws and regulations forbid us to carry out transactions/payments, such as rules to prevent the financing of terrorism, money laundering and fraud.
  - (m) You are involved in activities that could harm the trust in ICS or the financial sector.
  - (n) You have used your Card for your profession or your business.
- 2.4. If we block your Card, we will notify you of this as soon as possible, unless this constitutes a breach of the law or is inappropriate for security reasons.
- 2.5. On your Card is an expiry date. The validity of your Card expires on that date. Prior to this date we may declare your Card invalid or we may issue a new Card. The general terms and conditions to which your new Card is attached will apply to the use of your Card.
- 2.6. You may cancel the Agreement free of charge within 14 calendar days from its commencement date. If, however, you have already used your Card or the related facilities, you will have to repay us the costs for such use. If you had already paid your Card Fee via ABN AMRO, will refund this to you via ABN AMRO.
- 2.7. If the Agreement has been cancelled or your Card has been blocked:
  - (a) you must repay the outstanding balance to us in full and in one lump sum;
  - (b) you may no longer use your Card;
  - (c) your Card will be invalid;
  - (d) your Card may be rejected and/or confiscated by us, by a Merchant or by a bank.

### Article 3. Our general obligations

- 3.1. We will perform our services with due care and keep your best interests at heart in the process.

### Article 4. Your general obligations

- 4.1. Your Card is personal. You may only use the Card as a private person, not for your profession or your business. You are responsible for the use of your Card and must store your Card carefully and in a safe place.
- 4.2. Whenever you use your Card, always check whether it is your own Card that is returned to you. You must regularly check if your Card is still in your possession.
- 4.3. We may issue instructions about the safe use of your Card for making online purchases and about keeping the pin code or other personal security codes confidential, the use of Biometrics as well as instructions about how to properly secure the devices you use for Creditcard Online and the ICS App. You are obliged to follow these instructions. General instructions can be found on [www.icscards.nl/abnamro/veiligheid](http://www.icscards.nl/abnamro/veiligheid).
- 4.4. You must notify us at once of any changes to your contact details (such as e-mail address) and of any other changes relevant to the Agreement. You must also notify us of changes in your personal and financial situation.
- 4.5. We may request you to provide information to us about your personal and financial situation. You must provide this information to us.

### Article 5. Pin code and confidentiality

- 5.1. Your Card has a pin code, which you have chosen personally or which was allocated to you automatically. Just like your Card, this pin code is personal and must be used by yourself only. We may give you instructions about choosing your pincode. You must follow these instructions.

- 5.2. You must not keep the document with which the pin code is sent to you. You must not write the pin code on your Card or on a document you keep with your Card. If you nevertheless make a note of the pin code, you must make sure that others cannot recognise it as such or can identify its purpose.
- 5.3. You must not disclose the pin code to anyone, including relatives, housemates and our employees. You must make sure that others cannot watch when you enter the pin code.
- 5.4. Other personalised security codes in relation to your Card, such as a login name, a (3D Secure) password, Access Code, SMS Code or Biometrics, may be used by you only and must be kept confidential.

### Article 6. Loss, theft and abuse

- 6.1. You must notify us by telephone of any loss, theft, abuse, or suspected abuse, of your Card, the pin code and/or other personalised security codes or abuse of Biometrics. You must do so immediately after you have discovered this or could have discovered this, for example by checking your account statements, the summary in the ICS App or CreditCard Online. Immediately afterwards you must send us a written confirmation and report the event to the police.
- 6.2. If you have complied with your obligations under articles 4., 5. and 6.1., you will not bear any risk concerning the use of your Card after it was lost, stolen or abused. However, if you have failed to comply with these obligations, if you turn out to have committed fraud, or in the event of a wilful act or gross negligence on your part, you will be fully liable for the use of your Card following any loss, theft or abuse of your Card.

### Article 7. Extra Card

- 7.1. The holder of a Main Card may apply for an Extra Card. If an Extra Card is issued, this Agreement will also apply to the Extra Card.
- 7.2. Communications about the Agreement will be sent to holder of the Main Card only. We take it for granted that the holder of the Main Card will pass this information on to the holder of the Extra Card.
- 7.3. If the Agreement with the holder of the Main Card ends, the Agreement with the holder of the Extra Card will end accordingly.
- 7.4. Any payment of a positive balance will be made to the holder of the Main Card only.

### Article 8. Card Fee

- 8.1. Unless agreed otherwise, the annual Card Fee is payable by you. The amount of the Card Fee is mentioned in the Documentation. ABN AMRO will charge you the Card Fee on our behalf. If the Agreement ends in the course of a current year, ABN AMRO will refund the Card Fee for the remaining part of the year on our behalf.

### Article 9. Personal data

- 9.1. We will use your personal data in accordance with our Privacy Statement, which you may find at [www.icscards.nl/abnamro/privacy-statement](http://www.icscards.nl/abnamro/privacy-statement).

### Article 10. Making payments with your Card

- 10.1. You can use your Card to make payments to Merchants and withdraw cash from member banks and cash points worldwide. If you insert your Card into a cash point, pay machine or imprinter and subsequently enter your pin code or place your signature to make a payment and/or withdraw cash, you are considered to have authorized the payment and/or the cash withdrawal. At certain cash points (such as toll booths or ticket machines) you are considered to have authorized the payment simply by inserting your Card, thus without entering your pin code or placing your signature. If you make a purchase online, by telephone, or in a manner similar to these, you are considered to have authorized the payment by providing your Card details, allowing the payment transaction to be performed and if requested by entering a 3D Secure Password and SMS Code or approve of the transaction in the ICS App using Biometrics or Access Code. If we have issued a new Card we can inform merchants that have joined Automatic Billing Updater about your new Card details.
- 10.2. Authorizing the payment and/or the cash withdrawal means that the amount in question will be charged to your Card account. It is not possible to cancel payments, cash withdrawals and payment orders once you have authorized the transaction.
- 10.3. If your Card is fitted with an NFC chip, you will be able to perform contactless payment transactions worldwide with Merchants operating a Contactless payment terminal. Before you can make your first contactless payment, you should first insert your Card in the Contactless payment terminal for a normal payment and enter the PIN code. When you subsequently touch your Card against a Contactless payment terminal, you indicate your approval of the payment in question. Within the EU you must enter your pincode again after a total amount of contactless payments of EUR 150 without pincode. The Contactless payment terminal tells you if the payment has been authorized. Approving and authorizing the payment imply that the amount in question will be charged to your Card. Once a payment has been approved and authorized, the transaction can no longer be cancelled. Additional conditions for use and limitations may apply to the use of contactless payment.
- 10.4. We do not guarantee the permanent, uninterrupted use of your Card, because this is also dependent on external factors, including the Merchants' cooperation and the functioning of computer or telecommunication systems operated by us or the Merchants. Other factors are an insufficient balance in your Card account, and a maximum cash withdrawal limit per day. We will not be liable if you cannot make any use, full use or timely use of your Card.
- 10.5. If you make a payment by Card, we will pay the amount in question to the relevant Merchant.
- 10.6. Merchants and/or member banks may impose additional or deviating requirements with regard to accepting your Card. They may ask you to provide proof of identity.
- 10.7. You may instruct us to transfer money from your bank account to your Card account and vice versa. We will carry out these instructions no later than on the first working day following the working day on which we received the instruction. This process takes one working day longer in the case of written instructions. When we carry out a money transfer order, we will also send orders to our bank or your bank for further processing. As a result it may take a number of working days before the amount has been credited to your bank account or to your Card account.
- 10.8. A money transfer may be rejected or delayed because:
  - (a) you have failed to correctly and fully provide all the requested information;
  - (b) there is an insufficient balance in your Card account or your bank account;
  - (c) your Card has been blocked, is invalid or has been confiscated;
  - (d) we suspect fraud, abuse or irregularities;
  - (e) there are malfunctions with regard to equipment or means of communication.
 We will notify as soon as possible when a money transfer is refused or delayed.

### Article 11. Saving

- 11.1. You may have a positive balance on your Card. Each day we will check if you have a credit balance of EUR 500 or more. If this is the case, we will pay interest on the credit balance of that day. The maximum credit balance on which interest is paid is EUR 1,000,000. The maximum credit balance you are allowed to have on your Card is EUR 2,500,000.
- 11.2. We may change the interest rate. A change in interest rate might mean that we won't pay interest or charge you negative interest. We will let you know in advance when we do that.
- 11.3. The applicable interest rate is mentioned on [www.icscards.nl/abnamro](http://www.icscards.nl/abnamro). If we have paid interest or have charged interest this appears on the accountstatement.

### Article 12. Spending limit

- 12.1. The spending limit applicable to your Card is determined by us. You may not spend or withdraw in excess of this spending limit. Any amount spent or withdrawn in excess of the spending limit must be repaid to us at once. We may adjust the spending limit with immediate effect.
- 12.2. If you have a positive balance in your Card account, the maximum amount you may spend or withdraw comprises the spending limit plus the positive balance.
- 12.3. One joint spending limit applies to the Main Card and the Extra Card(s). Only the holder of a Main Card may change the spending limit.

### Article 13. Foreign currency, transaction fees and other charges

- 13.1. We will convert any foreign currency payments and cash withdrawals into euros by applying the Exchange Rate. A surcharge applies of 2%. You may contact us with regard to the applicable Exchange Rate.
- 13.2. The conversion from foreign currency into euros is carried out on the day we process the payment or cash withdrawal. The moment of processing depends on the time we received the notification of the payment or cash withdrawal.

- 13.3. You will be charged for cash withdrawals. The fee payable is 4% of the amount withdrawn, with minimum of EUR 4.50. If you have a Visa Card, there will be no charge if the withdrawal was made from a positive balance.
- 13.4. A charge of 2,5% of the transferred amount applies to money transfers from your Card account to your bank account, unless the transfer is entirely made from a positive balance.
- 13.5. We will charge you for replacing your Card in the case of loss or damage. No charge will apply if the Card was lost or damaged through no fault of your own. We will inform you in advance of the amount of the charge.

#### Article 14. Account statement

- 14.1. Each month you will be sent an account statement by us. This account statement will be made available in Creditcard Online, where it may be viewed. We will send you an e-mail when the account statement has been made available in Creditcard Online. When account statements are sent by mail, a charge of EUR 1.50 per account statement applies.
- 14.2. The account statements lists all new expenses and all payments received for the month in question. The term 'new expenses' includes any charges you owe us, such as the Exchange Rate, transaction charges and interest. The account statement also specifies the outstanding balance for that month.
- 14.3. If you pay us the outstanding balance by direct debit, the account statement will mention the date your account will be debited for the amount in question. Your account will be debited within 14 days from the date of the account statement. If it should prove impossible to debit your account for the outstanding balance due to an insufficient credit balance, we will try to do so a second time. We will notify you of this in advance. Your account will be debited within 14 days from the date of this notification.
- 14.4. You must without delay check the account statement received or made available in Creditcard Online. You must in any case check the account statement within 30 days from the account statement date. All transactions and payments may also be viewed in the ICS App.
- 14.5. If you wish to receive your account statement(s) once again, or if you wish to receive additional information, we may charge you for this service. We will give you advance notice of the amount to be charged.

#### Article 15. Repayments and the consequences of non-payment, late payment or incomplete payment

- 15.1. The account statement specifies the outstanding balance of your Card you owe us. You must repay the full outstanding balance within 21 days from the date of the account statement.  
For ABN AMRO Creditcards (Mastercards) and ABN AMRO Visa Cards the following applies:
- 15.2. If you fail to repay the full outstanding amount of the account statement within 21 days from the date of the account statement we will block your Card.
- 15.3. If, after your Card has been blocked, you nevertheless repay the full outstanding amount, we may unblock your Card again. Before doing so, we will first review your financial situation once again. Once your Card has been unblocked it may be used again by you.
- 15.4. If your Card is blocked, we will charge default interest on the outstanding balance, until this balance has been repaid to us in full. The default interest is equal to the statutory interest for non-commercial transactions which may be found at [www.wetten.overheid.nl](http://www.wetten.overheid.nl), "Besluit wettelijke rente" (Statutory Interest Decree). We may also charge statutory collection costs on the outstanding balance. Before we do so, you will first be sent a reminder.
- 15.5. We are obliged to report payment arrears to BKR after 4 months.
- 15.6. We are entitled to offset any amounts you owe us against any amounts owed to you by us.

#### Article 16. Disputing payments and/or cash withdrawals

- 16.1. If you disagree with a payment and/or a cash withdrawal charged to your Card, you may dispute this amount. You must do so at the earliest possible moment after you have received the account statement. The amount in question must be disputed in writing and reasons must be stated. An amount cannot be disputed on the ground of the Merchant not having complied with its obligations, for example by supplying you with goods or services which are faulty or broken, nor is it possible to dispute an amount because your Card has been stolen, lost or abused, which cases are governed by the provisions of Article 6.
- 16.2. If you dispute a payment and/or a cash withdrawal within 14 days from the date of the account statement and you provide sufficient grounds and proof accordingly, the disputed amount will at once be deducted from the outstanding balance, with the proviso that, if it should emerge that the amount was wrongly disputed, we will once again charge it to your Card. The amount will not be deducted from the outstanding balance if the dispute is not likely to succeed.
- 16.3. An exception to articles 16.1. and 16.2. applies if an amount is disputed for the following reasons:
- (a) At the moment you consented to the transaction, the exact transaction amount was not yet known (this does not refer to the Exchange Rate); and
  - (b) The transaction amount is higher than you might have expected, for example compared with earlier, similar expenses.
- If an amount is disputed on these grounds, the notification to that effect must have been received by us no later than 8 weeks from its entry date. If the amount is rightly disputed, we will refund the amount to you within 10 working days.
- 16.4. If we ask you to provide more information or documentation, you must do so within 10 days of this request.
- 16.5. If you fail to meet any of the obligations under this article, we will reject any – further – handling of the dispute.
- 16.6. The term for disputing an amount lapses after 13 months. After this term we are, however, authorised to correct any general or calculation errors.

#### Article 17. Delivery and Internet guarantee

- 17.1. Delivery guarantee: if a product paid for with your Card is not delivered on the agreed date, we will refund the amount of the purchase, provided the following conditions have been satisfied:
- (a) You have paid the amount of the purchase directly to the Merchant that has to deliver the product;
  - (b) You have first yourself unsuccessfully requested the Merchant to deliver the product;
  - (c) You have requested us to refund the amount of the purchase within three months from the agreed delivery date along with the sales receipt of the product paid with your Card;
  - (d) You cannot claim the amount of the purchase under any insurance policy or guarantee fund; and
  - (e) It is not a payment to or deposit in an investment account (including crypto currency).
- We will refund the amount within 30 days from the date of your request, unless the Merchant has, within that period, delivered the product to you after all, or has itself refunded the amount of the purchase. You may file a claim under the Delivery guarantee up to 1 year following the payment date.
- 17.2. Internet guarantee: if an unauthorized online payment has been made with your Card, or if you have been charged an incorrect amount, we will refund the amount in question, provided your Card was in your possession at the time of the payment, and the transaction has been disputed in accordance with the provisions of article 16.

#### Article 18. Other payment service providers

- 18.1. You may engage a payment initiation service provider for transferring an amount from your Card to your bank account by way of Creditcard Online. The payment initiation service provider is responsible for the services it provides.
- 18.2. You may engage a payment initiation service provider for viewing your account information at Creditcard Online. The payment initiation service provider is responsible for the services it provides.
- 18.3. If we cannot establish whether the payment service provider is authorized to transfer an amount or to view account information, we will not permit it to do so.

#### Article 19. Liability

- 19.1. We will not be liable for any loss and/or damage, on any grounds:
- (a) in connection with products or services that you have paid for with your Card; or
  - (b) resulting from the blocking, confiscation or invalidation of your Card; or
  - (c) resulting from our refusal to carry out a payment order;
  - (d) resulting from engaging another payment service provider.
- 19.2. If you have instructed us to transfer money from your Card account to your bank account or vice versa, and we fail to carry out this transaction correctly or in full, we will be liable for the amount of that particular order only. We will not be liable if we can prove that the amount was received by your bank.

#### Article 20. Changing the Agreement

- 20.1. We may change the Agreement to the extent permitted by the law. We will inform you of this no later than 2 months before the Agreement changes. If you do not agree to the changes, you may terminate the Agreement at no charge. Notice of termination must be given in writing. If you have not terminated the Agreement within those 2 months, this means that you consent to the changes.

#### Article 21. Insurance Mastercards

- 21.1. Your Card includes Purchase Protection Insurance (article 21.2.) and, depending on the type of Card, Luggage and Flight Delay Insurance (article 21.3.), Excess Car Rental Insurance (article 21.4.) and Car Hire Motor Legal Expenses Insurance (article 21.5.). Cover of these insurance contracts is determined by the policy conditions, which may be viewed at [www.icscards.nl/abnamro](http://www.icscards.nl/abnamro) or may be applied for free of charge. The main characteristics of these insurance contracts are described in the following paragraphs.
- 21.2. In short, under Purchase Protection Insurance virtually all items paid for with your Card are insured against loss, theft and damage for a period of 180 days from the date of purchase (1 year if you have an ABN AMRO Gold Card or ABN AMRO Mees Pierson Gold Card). The insurance applies only if your habitual residence or domicile is in the Netherlands. A EUR 50 excess always applies per occurrence.
- 21.3. In short, under Luggage and Flight Delay Insurance virtually all scheduled service flights you have paid for with your Card are insured against flight delays (maximum cover EUR 140) and luggage delays (maximum cover EUR 410), both for a period of 60 days. The following insurance is provided by the ABN AMRO Gold Card and the ABN AMRO Mees Pierson Gold Card only.
- 21.4. In short, under Excess Car Rental Insurance the excess payable in the event of damage to a rental car paid for in full with your Card, is covered to a maximum of EUR 500.
- 21.5. In short, Car Hire Motor Legal Expenses Insurance provides cover for legal fees if you are involved in an accident with your rental car (maximum cover EUR 10,000 for countries outside Europe).
- 21.6. If your Card has been blocked for the reason stated in article 2.3. (a), you cannot claim under the insurance contract until the Card has been unblocked.

#### Article 22. Insurance Visa Cards

- 22.1. Your Card includes Purchase Protection Insurance (article 22.3.) and Supplementary Travel Insurance (article 22.4.). Cover of these insurance contracts is determined by the policy conditions, which may be viewed at [www.icscards.nl/abnamro](http://www.icscards.nl/abnamro) or may be applied for free of charge. The main characteristics of these insurance contracts are described in the following paragraphs.
- 22.2. You can claim under this insurance only if you live in the Netherlands.
- 22.3. In short, under Purchase Protection Insurance virtually all items paid for with your Card are insured against loss, theft and damage for a period of 180 days from the date of purchase A EUR 25 excess always applies per occurrence.
- 22.4. In short, under Supplementary Travel Insurance cover is provided for the first 180 days of every trip paid for in full with your Card against: travel accidents (only if the trip is made by public transport, the insured amount in the case of permanent disability is EUR 42,750, with a maximum of EUR 150,000), travel assistance, flight delays (maximum cover EUR 150 per occurrence, with a total of EUR 1,000) and luggage delays (maximum cover EUR 125 per day with a total of EUR 1,000).
- 22.5. If your Card has been blocked for the reason stated in article 2.3. (a), you cannot claim under the insurance contract until the Card has been unblocked.

#### Article 23. Other provisions

- 23.1. Your Card will remain our property. We are authorized to transfer the Agreement to a third party within the limits of the law. You have given your prior permission for that purpose.
- 23.2. We may change, expand or terminate the payment options of your Card.
- 23.3. Our records will serve as conclusive proof. You are entitled to provide proof to the contrary.
- 23.4. All our communications regarding the use of your Card, the agreement and its execution will be in Dutch. Our communications will be made in writing, by e-mail, by text message, by telephone, by way of the ICS App or via CreditCard Online.
- 23.5. A copy of the Agreement on request will be sent to you on request.
- 23.6. We have an internal complaints procedure. You may submit complaints to us in writing. Should you not be satisfied about the way we have handled your complaint, you may contact the Klachteninstituut Financiële Dienstverlening (Dutch Financial Services Complaints Board) ([www.kifid.nl](http://www.kifid.nl)) after we have given you our final position on the complaint. If you have applied for your Card online, you may also submit your complaint through the European platform for online dispute resolution (<http://ec.europa.eu/consumers/odr>), who will forward your complaint to the Kifid. You may also submit your complaint to the civil court.
- 23.7. This Agreement is governed by the laws of the Netherlands.

Diemen, January 2021