

**Case law****Case Details****National ID:** link**Member State:** Belgium**Common Name:** ASLK Bank NV / federatie van Verzekeringsmakelaars**Decision type:** Other**Decision date:** 23/03/1999**Court:** Hof van Beroep (NL)/Cour d'appel (FR) (Appellate court, Brussel)**Subject:****Plaintiff:****Defendant:****Keywords:****Directive Articles**Unfair Contract Terms Directive, [Article 2](#) Unfair Contract Terms Directive, [Article 3, 1.](#) Unfair Contract Terms Directive, [Article 4, 1.](#)**Headnote**

1. The sole fact a contractual term may have negative consequences for the consumer does not imply automatically that the contractual term creates a “clear and significant imbalance”. The judicial control is based on a global assessment of all the contractual commitments. A specific disadvantage is to be assessed in the light of all the contractual obligations engaged in.

2. Judicial control is confined to a marginal assessment of what the situation would be in absence of the said clause and of whether in that situation no longer a clear and manifest imbalance would occur between the parties' rights and obligations.

**Facts****Legal issue****Decision**Full text: [Full text](#)**Related Cases**

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**Legal Literature**

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**Result**