

# ING Green Savings Account & ING Orange Savings Account

## Regulations

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<b>I Purpose</b>	<b>3</b>
<b>II Definition</b>	<b>3</b>
<b>III Opening</b>	<b>4</b>
<b>IV Management of the account and transactions</b>	<b>4</b>
<b>V Interest, premiums and charges</b>	<b>5</b>
<b>VI Amendments and closing</b>	<b>7</b>
<b>VII Complaints</b>	<b>8</b>
<b>VIII Liability</b>	<b>8</b>
<b>IX Protection of personal data</b>	<b>8</b>
<b>X Amendments to the regulations</b>	<b>12</b>

## I Purpose

### Article 1

These regulations relating to the ING Green Savings Account and the ING Orange Savings Account (hereinafter referred to as the “Regulations”) govern the relationship between ING Belgium SA/nv (hereinafter referred to as “ING Belgium”) and the holder and/or joint holder (hereinafter referred to as the “Client”) of an ING Green Savings Account or an ING Orange Savings Account. Furthermore, this relationship is governed by the General Regulations of ING Belgium (and in particular by the provisions of Article 75 relating to savings accounts) insofar as the following provisions do not derogate from the provisions within these Regulations. In these Regulations, the ING Green Savings Account and the ING Orange Savings Account are collectively referred to using the term “regulated Savings Account”.

These Regulations and the General Regulations of ING Belgium are available on the ING Belgium website ([www.ing.be](http://www.ing.be)), at ING branches or through ING Client Services on 02 464 60 04.

## II Definition

### Article 2

The ING Green Savings Account and the ING Orange Savings Account are regulated savings accounts<sup>1</sup> denominated in euros (EUR). Only the ING Green Savings Account is currently marketed and only in the context of a rental guarantee.

For private individuals, the law considers an initial tranche of interest on regulated savings deposits as tax-exempt. The amount of this tranche is indexed annually. If the regulated Savings Account is opened in the name of both spouses or legal cohabitants, this amount is doubled. Taxpayers who are liable to personal income tax are obliged by law to indicate in their annual tax return the total amount of interest received from their regulated savings accounts held with ING Belgium and

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<sup>1</sup> Regulated savings accounts are governed by the provisions of Article 21, 5 of the Belgian Income Tax Code and Article 2 of the Royal Decree of 27 August 1993 implementing the said Code, as amended by the Royal Decree of 1 July 2006, the Royal Decree of 30 July 2008, the Royal Decree of 7 December 2008 and the Royal Decree of 27 September 2013

other financial institutions that exceeds the exemption limit and on which no withholding tax has yet been levied.

ING Belgium verifies whether the aforementioned withholding tax exemption limit has been reached each time the base interest and fidelity premium are deposited to the account. To do this, it takes into account all the amounts allocated during the tax period to the same regulated Savings Account, without, however, taking account of the other regulated Savings Accounts of which the Client is holder or joint holder. Withholding tax is due as soon as the sum of these amounts exceeds the limit referred to above, on the amount exceeding the tranche.

The capital saved is accessible at all times.

ING Belgium reserves the right to set a maximum amount held in the regulated savings account. If applied, ING Belgium shall make available, without prior notice, the amount exceeding this ceiling, in the manner that ING Belgium deems appropriate, into another ING Belgium account in the name of the same holder(s) and with account management powers identical to those of the savings account concerned (including the same proxies and limits in terms of management powers). This account may be an ING Belgium current account or, failing that, an ING Invest Account. If the Customer has neither an ING Belgium current account nor an ING Invest Account, he authorises ING Belgium to open an ING Invest Account free of charge for this purpose (subject, however, to the applicable taxes) in the name of the same holder(s) and with the same account management powers as those of the savings account concerned (including the same authorised proxies and limits in terms of management powers). The ING Invest Account is governed by ING Belgium’s General Banking Regulations (and in particular by the provisions of Article 75bis). Interest may be charged on the ING Invest Account, in accordance with the said Article 75bis. Unless otherwise agreed, communications relating to this new ING Invest Account, (including account

(subject to possible subsequent amendments). As a result, interest paid on a savings account is exempt from withholding tax up to an amount defined by the applicable legislation.

statements) will follow the communication method chosen for the regulated savings account.

ING Belgium also reserves the right to limit the number of regulated savings accounts to one per holder or joint holder, i.e.:

- as a sole holder: only one regulated savings account;
- as a joint holder: only one regulated savings account with the same holders. The same holder may therefore open several regulated savings accounts provided that, for each of the regulated savings accounts opened, there are different joint holders.

If applied, the ING Tempo Savings and the ING Green Savings Account used as a rental guarantee are not affected by this limitation.

If applied the Client shall be informed in advance of a change to the maximum amount or the maximum number of regulated savings accounts with reasonable notice of:

- at least one month,
- if the regulated Savings Account in question is intended for professional purposes, at least 15 calendar days.

In such case the Client shall have the option, before the implementation date for the new terms and conditions indicated in the notice, to inform ING Belgium of his/her refusal to accept the modification which has been announced and immediately close his/her regulated Savings Account in question in accordance with Article 18. Failing such closure of the account, the Client shall be deemed to have accepted this modification.

### III Opening

#### Article 3 - Clients

The ING Green Savings Account can be opened in the context of a rental guarantee in the name of private individuals adults or who are minors (subject to authorisation by legal representatives in the case of a minor) for private use.

The ING Green Savings Account can be opened in the name of several joint holders. One or more account

management mandates may be granted to private individuals in order for them to manage a Savings Account. Nevertheless, the minor is the sole holder of the regulated Savings Account open in his/her name, without prejudice to the powers of the legal representative(s) and any mandates granted. He/she may only manage the regulated Savings Account if he/she is at least 10 years of age, has sufficient understanding and has received prior authorisation from his/her legal representatives.

#### Article 4 - Application to open an account

The Savings Account can be opened in the context of a rental guarantee through an ING Belgium branch.

Any holder of a regulated Savings Account has full management authority over the regulated Savings Account concerned. If a regulated Savings Account is opened in the name of one or more joint holders, each joint holder has full general management authority over the regulated Savings Account concerned.

Opening in the context of a rental guarantee - subject to acceptance by ING Belgium and to mutual agreement - of an ING Green Savings Account - subject to authorisation by the minor's legal representative if the Client is a minor - is confirmed to the Client by the account opening document.

### IV Management of the account and transactions

#### Article 5 - Management of the account

The regulated Savings Account can be managed through an ING Belgium branch, via ING Belgium's Home'Bank, Business'Bank, ING Banking App or ING Client services or, if the Client has an ING Belgium debit card, via ING Belgium's Self'Bank services or via the ING Online services available at ING Belgium branches.

#### Article 6 - Credit transactions

Without prejudice to article 2 of these regulations, the regulated Savings Account can only be credited:

- either through cash deposits at the counter of an ING Belgium branch or via ING Belgium's Self'Bank services (except Bancontact CASH points);
- or by means of transfers - based on a one-off or standing order - from any current account held with ING Belgium or another financial institution

- or by means of transfers from a regulated Savings Account<sup>1</sup> held with ING Belgium in the name of the same Client (as holder, co-holder or legal representative);
- or by means of transfer from an ING Invest Account where the Client is holder, co-holder or legal representative

### Article 7 - Debit transactions

Withdrawals from the regulated Savings Account can only be carried out:

- through cash withdrawals at the counter of an ING Belgium branch;
- through cash withdrawals via ING Belgium's SelfBank services (except Bancontact CASH points) by means of an ING Belgium debit card (including a Minute Card);
- by transfers to another regulated savings account opened with ING Belgium of which the Client is the holder, joint holder or legal representative;
- by transfers to any current account and ING Invest Account opened with ING Belgium of which the Client is the holder or joint holder. However, debit transactions may under no circumstances be subject to a standing order;
- for the payment to ING Belgium of:
  - safe custody fees relating to the deposit of securities with ING Belgium;
  - fees for the rental by the Client of safe deposit boxes from ING Belgium;
  - insurance premiums and fees relating to the concerned regulated Savings Account;
- for the payment to ING Belgium and on the initiative of ING Belgium, in accordance with Articles 48 and 49 of the General Regulations of ING Belgium, of outstanding amounts that cannot be paid - in principal, interest, commission and fees - owed by the Client in capital, interest or incidentals as a result of any credit, loan or other facility granted by ING Belgium or an institution represented by ING Belgium, provided the compensation is not prohibited by mandatory statutory or regulatory provisions;

Debit transactions are booked according to the LIFO method (last in - first out). This means that a withdrawal is first offset against the amounts for which the premium acquisition period is the least advanced. If the same premium acquisition period applies to several

amounts, the first amount to be impacted shall be the one for which the fidelity premium is the lowest. In accordance with the legislation referred to in Article 2 of these Regulations, ING Belgium reserves the right to limit withdrawals to EUR 2,500 per fortnight and to require advance notice of 5 calendar days for withdrawals exceeding EUR 1,250.

### Article 8 - Account statements

Transactions relating to the regulated Savings Account are recorded in the account statements, which are provided free of charge via ING Belgium's HomeBank/BusinessBank services or sent by post to the address indicated by the Client, subject to payment of an annual fee and shipping costs.

## V Interest, premiums and charges

### Article 9 - Principles

Capital booked on a regulated Savings Account earns base interest and a fidelity premium calculated on the basis of rates expressed on an annual basis, provided the conditions set out in Articles 12 and 13 of these Regulations are met.

### Article 10 - Fixing of rates

The fixing of the interest rates applicable to the capital booked on the regulated Savings Account is governed by the legislation referred to in Article 2 of these Regulations.

### Article 11 - Publication of rates

The rate of base interest and the rate of the fidelity premium - expressed on an annual basis - are listed in the publication "Annual Interest Rates on Accounts", published on the ING Belgium website ([www.ing.be](http://www.ing.be)) and via ING Belgium's HomeBank/BusinessBank services and ING Online and a copy of which and can be consulted at any ING Belgium branch.

### Article 12 - Granting of the fidelity premium

The fidelity premium is granted on all capital that stays on the regulated Savings Account for a period of 12 consecutive calendar months (hereafter referred to as "the fidelity period"). The fidelity period starts at the latest on the first calendar day after the calendar day on which the capital is booked on the regulated Savings

Account or on the first calendar day after the last calendar day of the previous fidelity period.

The fidelity premium granted at any given time is the same for new deposits and for saving deposits for which a new fidelity period has begun. As from 1 January 2014, save in the context of a standing order, in the case of a transfer from one regulated savings account<sup>1</sup> to another regulated Savings Account<sup>1</sup> held in the name of the same holder with ING Belgium, the fidelity premium acquisition period for the first regulated Savings Account<sup>1</sup> shall continue to apply subject to the condition that the transfer amount is at least EUR 500 and that the holder in question has not already made three transfers of this type from the same regulated Savings Account<sup>1</sup> during the same calendar year. In the case of such a transfer, the fidelity premium shall be calculated *pro-rata temporis* according to the rate of the fidelity premium applicable to each regulated savings account<sup>1</sup>.

Without prejudice to the principle of maintaining the proportional nature of the fidelity premium as described in the paragraph above, the fidelity premium that applies at the time the capital is booked to the regulated Savings Account, or at the start of a new fidelity period, continues to apply for the whole of the fidelity period.

### Article 13 - Interest calculation and payment

The amount of interest paid on capital booked to the regulated Savings Account is calculated on an annual basis once per year.

The base rates are calculated at the base interest rate according to the following terms and conditions:

- amounts deposited or transferred to the regulated Savings Account earn interest as from the calendar day following the calendar day on which they are booked to the regulated Savings Account;
- amounts withdrawn or transferred from the regulated Savings Account stop earning interest as from the day of the debit.

The fidelity premium is calculated for the entire fidelity period. Debits to the regulated Savings Account are charged to the amounts for which the premium acquisition period is the least advanced. Credits and debits carried out on the same calendar day are set off when calculating base rates and fidelity premium.

For any regulated Savings Account, the base interest is booked on 31 December of each year at midnight and covers all base interest acquired during the calendar year ending on the booking date in question. Base interest is deposited each year to the regulated Savings Account at the latest by the second business day of January of the year following the year for which the base interest was booked, with the value date for the crediting of the base interest being 1 January of that same year.

Fidelity premiums are booked on 31 March, 30 June, 30 September and 31 December of each year at midnight. This booking covers all the fidelity premiums acquired during the quarter ending on the booking date in question. Fidelity premiums are deposited to the regulated Savings Account on a quarterly basis, at the latest on the third business day of April, July, October and January that follow, respectively, the first, second, third and fourth quarters concerned of a calendar year during which the fidelity premiums were acquired and for which the fidelity premiums were booked. They accrue base interest as from, respectively, 1 April, 1 July, 1 October and 1 January following the quarter during which they were acquired and for which the fidelity premiums were booked, with these dates corresponding to the value dates for the crediting of the fidelity premiums to the account.

### Article 14 - Opening, management, transaction and closing fees

ING Belgium reserves the right to charge fees for the opening, management and debit or credit transactions linked to this account. Any charges are set out in the applicable Tariffs published on [www.ing.be](http://www.ing.be).

No charges are due when the Client closes a regulated Savings Account.

### Article 15 - Rate fluctuations

The base interest rate and the rate of the fidelity premium are subject, at any time and in the future, to:

- fluctuation pursuant to changes in the legally authorised interest rate in accordance with Article 2, 4, c of the Royal Decree of 27 August 1993 implementing the Income Tax Code<sup>1</sup>; or
- either upwards or downwards fluctuations on the initiative of ING Belgium depending on market conditions. ING Belgium may amend interest rates without prior notice provided it has a valid reason. ING Belgium shall nonetheless inform the

Client as soon as possible after the amendment, if it has not already done so, and the Client shall be free to immediately close his/her regulated Savings Account without any charges or compensation, in accordance with Article 18 of these Regulations. However, ING Belgium may increase the interest rate it pays to the Client without a valid reason and without notifying, even retrospectively, the Client of any such amendment.

- Any increase in the base interest rate shall be maintained for a period of at least three months, save in the case of a downwards revision to the ECB refinancing rate in accordance with Article 2, 4°, c of the Royal Decree of 27 August 1993 implementing the Income Tax Code<sup>1</sup>.

If the information communicated by ING Belgium expressly mentions a guaranteed rate, the base interest rate can be guaranteed for a period determined by ING Belgium, subject nonetheless to a reduction in the legally authorised maximum base rate in accordance with Article 2, 4 c of the Royal Decree of 27 August 1993 implementing the Income Tax Code<sup>1</sup>.

The terms and conditions for granting, calculating and recording interest are subject, at any time and in the future, to:

- fluctuation following an amendment to the provisions of Article 2 of the Royal Decree of 27 August 1993 implementing the Income Tax Code<sup>1</sup>; or
- fluctuations at the initiative of ING Belgium depending on market conditions.

In this case, the Client shall be given reasonable advance notice. He/she shall then be free, prior to the date - as specified in the message - on which the new terms and conditions come into force, to notify ING Belgium of his/her refusal to accept the announced amendment and to immediately close his/her regulated Savings Account without any charge or compensation, in accordance with Article 18 of these Regulations. Where the regulated Savings Account is not closed in this way, the Client shall be deemed to have accepted the amendment.

The amendments provided for in paragraphs 1 and 2 of this Article 15 shall, unless otherwise stipulated above, be communicated to the Client by means of a dated message included with the account statements of the Client or sent to the Client in an ordinary letter or an e-

mail message. Furthermore, the new rates, terms or conditions shall continue to be available in the publication "Annual Interest Rates on Accounts" and, where appropriate, in the applicable rates in force. The publication and, where applicable, the aforementioned rates, shall be available to the Client, where prior notification has been given of the amendments concerned, at the latest from the moment of such notification or, in case of retrospective notification or no notification, at the latest once any such amendments come into force.

The interest rates or terms and conditions for granting, calculating or recording interest thus amended shall come into force on the date indicated in the publication on interest and, where appropriate, indicated on any notification referred to above, without prejudice to Article 10 of these Regulations.

Save in the case of mandatory legal or regulatory provisions to the contrary, interest rates apply according to the following conditions:

- in the case of a change to the base interest rate: the base interest is calculated *pro-rata temporis* to the various rates in force during the period of the year to which they relate;
- in the case of a change to the rate of the fidelity premium: the amount of the fidelity premium - for the total capital on which it is granted - is calculated at the interest rate in force when the capital was booked to the regulated Savings Account or at the beginning of a new fidelity period.

## VI Amendments and closing

### Article 16 - Changes to personal details of Clients

To change the address of his/her/its domicile, a Client must contact the ING Belgium branch with which the regulated Savings Account is held, in accordance with article 11 of the General Regulations of ING Belgium.

A Client may change his/her/its e-mail address and phone number at the ING Belgium branch with which the regulated Savings Account is held or via ING Belgium's Home\*Bank/Business\*Bank services.

### Article 17 - Change, removal or addition of a joint holder for a regulated Savings Account



To change, remove or add a holder or joint holder of a regulated Savings Account, Clients must contact the ING Belgium branch with which the regulated Savings Account is held. This amendment must comply with the rule of limiting the number of regulated savings accounts, in accordance with Article 2 of these Regulations.

### Article 18 - Closing a regulated Savings Account

Clients are entitled (subject to authorisation by legal representatives in the case of a minor), at any time and without justification, to close their regulated Savings Account with immediate effect, without prejudice to the subsequent provisions of this article and without any charges or compensation.

Any request by the Client to close a regulated Savings Account must be submitted to the ING Belgium branch with which the regulated Savings Account is held. Save in cases where the account is the last account held by the Client with ING Belgium, Clients may also submit their request to close an account via ING Belgium's Home'Bank/Business'Bank or ING Client Services.

ING Belgium has the right to close at any time and without justification, without any charge or compensation, a Client's regulated Savings Account subject to a notice period of at least two months, or where the regulated Savings Account concerned held by the Client is intended for professional use, subject to a minimum notice period of 15 calendar days. Any such notice is to be sent in writing or on any other physical medium.

If a regulated Savings Account is closed and, at the time of the closure, there is a remaining credit balance, the Client may specify how he/she wishes to receive the remaining balance. Where no preference is indicated, ING Belgium shall make the funds available as soon as possible in any manner it deems appropriate.

This provision applies without prejudice to public order legal provisions requiring ING Belgium to close a regulated Savings Account and/or take specific steps in exceptional circumstances.

## VII Complaints

### Article 19

Without prejudice to the provisions of Articles 3, 10 and 19 of the General Regulations of ING Belgium, any

complaints relating to a transaction processed by ING Belgium must be notified to the latter in writing as soon as possible.

Any complaints may also be sent to ING Belgium's Complaint Management department:

- either by electronic message to the following address: [plaintes@ing.be](mailto:plaintes@ing.be)
- or by using the online form at [www.ing.be](http://www.ing.be) (<https://www.ing.be/fr/retail/Pages/complaint-handling.aspx>)
- or by writing to the following address:  
ING Complaint Management  
Cours Saint-Michel  
Sint Michielswarande 60  
1040 Brussels
- or by calling the following number:  
+32 2 464 60 04

If the Client is a consumer (i.e. a private individual acting for non-professional purposes) and does not obtain satisfaction from ING Belgium, he/she/it may file a complaint, free of charge, with the financial disputes Ombudsfm (Ombudsfm asbl, North Gate II, Boulevard du Roi Albert II 8/bte 2, 1000 Brussels - e-mail: [ombudsman@ombudsfm.be](mailto:ombudsman@ombudsfm.be) - phone number: 02 545 77 70 - cf. [www.ombudsfm.be](http://www.ombudsfm.be) for more information), without prejudice to the right of the Client to institute legal proceedings.

If such notification has not been given within a reasonable period of time, taking account of the nature of the transaction in question, the transaction shall be deemed to be correct and exact and approved by the Client. In no case may the period exceed 60 calendar days from the date of the transaction concerned.

## VIII Liability

### Article 20

ING Belgium is liable for any serious or deliberate error committed by itself or its staff, notwithstanding the provisions of these Regulations, with the exception of minor errors.

## IX Protection of personal data

ING Belgium respects the privacy of any individual, including that of the Client and that of any other individual concerned, in accordance with the legislation



in force. The data controller for personal data on private individuals concerned is ING Belgium (webform (on [www.ing.be/contact](http://www.ing.be/contact))).

The personal data communicated or made available to ING Belgium are processed by the latter in accordance with the EU Regulation of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (hereinafter referred to as the “EU Regulation”) and with the Belgian legislation on the protection of personal data and its implementing decrees.

### Article 21 – Processing of data by ING Belgium

Besides the other data processed (from public or non-public external sources, where applicable) by ING Belgium mentioned in Article 6 (Protection of personal data) of ING Belgium’s General Regulations, the personal data communicated to ING Belgium by the Client in connection with the regulated Savings Account are processed by ING Belgium for the purpose of centralising customer management, managing accounts and payments as well as assets (investments), loans (where applicable), intermediation services (insurance, leasing and/or other partner company products and services; list available on request), where applicable marketing (including research and statistics) banking, insurance and/or financial services (e.g. leasing) and/or other products or services (if applicable, provided by other partner companies; list available on request) provided by ING Belgium (unless the Client, upon request and without any charges, objects to direct marketing), obtaining a global overview of the Client, and monitoring transactions and preventing irregularities.

They are also processed by ING Belgium for the other (secondary, where applicable) processing purposes mentioned in Article 6 (Protection of personal data) of ING Belgium’s General Regulations.

### Article 22 – Communication of data by ING Belgium

These data are not intended to be communicated to third parties, other than:

- the people named by the Client;
- the independent agents of ING Belgium;
- the companies whose intervention is required to carry out the purposes of ING Belgium mentioned in Article 23

of these Regulations : a list of these main companies, acting in principle as processors of ING Belgium (and/or, where applicable, as joint or separate controllers), is available in the annex to the ING Belgium’s Personal Data Protection Statement, appended to ING Belgium’s General Regulations.,

- the ING Group companies established or not established in the European Union;

- affiliated insurance companies outside of ING Group;

- ING Belgium partner companies (list available on request), operating in a Member State of the European Union, on behalf of which ING offers products or services, if the entities in question subscribe to them or have indicated an interest in them;

- insurance companies accredited in Belgium (for which ING does not act as intermediary) and authorities or public bodies in connection with the prevention of fraud, ING Belgium merely confirming that a person is the holder or not of an account number, the person’s contact details or associated account numbers being communicated by the insurance company or the authority or public body concerned, including:

- Federal Pensions Department
- National Social Security Office
- National Annual Leave Office (ONVA)
- Fonds Social et de Garantie Horeca
- Famiris
- Fons
- Famiwal
- Ministry for the German-speaking Community, Department of Families and Social Affairs
- Kind & Gezin;

- competent authorities, notably the Central Contact Point operated by the National Bank of Belgium pursuant to Article 25 of the Regulations;

- credit institutions, financial and equivalent institutions covered in Article 5.6. of ING Belgium’s General Regulations, under the conditions set out in this article;

in accordance with the following provisions.

Such data may thus be communicated to other companies of the ING Group established or not established in the European Union and carrying out banking, insurance and/or financial activities and/or other related activities (list available upon request) for the purpose of centralising customer management,

marketing for banking, financial (eg. leasing), insurance and/or other services (except e-advertising and unless the Client objects, upon request and without any charges, to direct marketing), obtaining a global overview of the Client, the provision of their services (where applicable) and monitoring the regularity of transactions (including the prevention of irregularities).

Furthermore, the data collected by ING Belgium in its capacity as an insurance intermediary are also communicated to the insurance companies concerned outside of the ING Group and established in a Member State of the European Union (in particular, NN Non-Life Insurance nv, NN Insurance Belgium SA, AON Belgium SPRL, Inter Partner Assurance SA and AXA Belgium SA, CARDIF(F)) and their representatives in Belgium (in particular NN Insurance Services Belgium SA for NN Non-Life Insurance nv), insofar as this is necessary for the purposes of evaluating the insured risk and, where applicable, entering into and managing the insurance policy, marketing their insurance services (excluding e-mail advertising), centralised customer management and verifying the regularity of transactions (including preventing irregularities).

Similarly, they may also be communicated to insurance brokers acting as insurance intermediaries for ING Belgium.

However, ING Belgium only transfers data to a country that is not a Member State of the European Union not providing an appropriate level of protection in the cases laid down by the legislation applicable to protection of personal data, for example by specifying adapted contractual provisions as laid down in Article 46.2 of the EU Regulation.

### **Article 23 – Rights of the people concerned**

Any natural person may, without charge, access the data relating to them and, where applicable, have such data corrected.

They may also ask for such data to be deleted or for the processing to be limited as well as object to such data being processed. Finally, they also have the right to data portability.

Any natural person may, without cost and on simple request, object to the processing of the data about them by ING Belgium for the purposes of direct marketing (regardless if it is direct marketing for banking, financial (including leasing) and/or insurance services, and/or direct marketing for other products or services (if

applicable, provided by other partner companies - list available on request) offered by ING Belgium), and/or to the communication of such data, for the same purpose, to other ING Group companies and/or to affiliated insurers within the European Union and to their representatives in Belgium. They may also object, for reasons relating to their own specific situation, to the processing of their personal data for statistical purposes.

### **Article 24 – Declaration of confidentiality of ING Belgium and other provisions applicable for the protection of personal data, Data Protection Officer of ING Belgium and supervisory authority**

For any further information about the processing of personal data by ING Belgium as well as, in particular, the taking of automated individual decisions by ING Belgium, the data recipients, the lawfulness of the processing, the processing of sensitive data, the protection of premises by security cameras, the requirement to provide personal data, the terms and conditions for exercising the rights granted to any person concerned and the retention of data by ING Belgium, the person concerned may consult:

- Article 5 (Professional discretion) and Article 6 (Protection of personal data) of the General Regulations of ING Belgium, and
- “ING Belgium’s Personal data protection statement” appended to the aforementioned Regulations.

For any question regarding the processing of personal data by ING Belgium, any person concerned may contact ING Belgium via its usual communication channels:

- by logging into the ING Banking or ING Home'Bank/Business'Bank services and, where applicable, by sending a message via these services with the reference “Privacy”,
- by contacting their ING branch or their contact person at ING,
- by telephoning the following number: +32 2 464 60 04,
- by completing the online form on [www.ing.be/contact](http://www.ing.be/contact) with the reference “Privacy”.

In the event of a complaint concerning the processing of their personal data by ING Belgium, the person concerned may contact the Complaint Management department of ING Belgium by sending their request with the reference "Privacy", together with a copy of their identify card or passport:

- by e-mail to the following address: [plaintes@ing.be](mailto:plaintes@ing.be).
- by post to the following address:  
ING Belgium,  
Complaint Management,  
Cours Saint Michel 60,  
B-1040 Brussels,

If they do not obtain satisfaction or require further information about protection of personal data, the person concerned may contact the data protection officer (also referred to as "Data Protection Officer" or "DPO") of ING Belgium:

- by post at the following address: ING Privacy Office, Cours Saint Michel 60, 1040 Brussels,
- by e-mail at the following address: [ing-be-PrivacyOffice@ing.com](mailto:ing-be-PrivacyOffice@ing.com).

Any person concerned also has the right to complain to the competent supervisory authority regarding protection of personal data, namely, for Belgium, the Data Protection Authority (Rue de la Presse, 35, 1000 Brussels; [www.dataprotectionauthority.be](http://www.dataprotectionauthority.be)).

### **Article 25 – Mandatory disclosure to the Central Point of Contact of the National Bank of Belgium**

Certain data of the Client, proxy holder(s) and natural persons who carry out cash financial transactions on behalf of the Client are communicated by ING Belgium to the Central Contact Point (hereinafter referred to as the "CPC"). The CPC is managed by the National Bank of Belgium (located at Boulevard de Berlaimont, 14, 1000 Brussels), which is responsible for processing the CPC in accordance with the Law of 8 July 2018 on the organization of a central point of contact of accounts and financial contracts and on the extension of access to the central database of reports of seizure, delegation, transfer, collective debt settlement and protest and Article 322 § 3 of the 1992 Income Tax Code.

Within the limits set by the aforementioned Act of 8 July 2018, ING Belgium is obliged to disclose the following information to the CPC:

1) if the person concerned is a natural person: the identification number at the National Register of natural

persons or, in the absence thereof, the identification number at the Crossroads Bank of Social Security or, in the absence thereof, the surname, the first official first name, the date of birth or, if the correct date is unknown or uncertain, the year of birth, the place of birth if known and the country of birth;

2) if the person concerned is a legal entity: the registration number with the Crossroads Bank for Enterprises or, in the absence thereof, the full name, any legal form and country of establishment;

3) the opening and closure of every bank account of which the Client is holder or co-holder, the granting or withdrawal of a power of attorney to one or more proxies on this account and the identity of these proxies, as well as the periodic balance of each of these accounts, together with the date thereof and the number of this account;

4) the existence of one or more financial transactions involving cash executed by ING Belgium and deposited or collected by or on behalf of a Client and, in the latter case, the identity of the natural person who actually deposited or received the cash on behalf of that Client, together with the date thereof.

The first communication of bank account balances, registered on 31 December 2020, 30 June 2021 and 31 December 2021, shall be made no later than 31 January 2022. Thereafter, those balances shall be registered on 30 June and on 31 December of each year and communicated to the CPC no later than one month thereafter.

The retention period of the data recorded in the CPC expires:

- with regard to data relating to the status of holder, co-holder or proxy holder of a bank account: ten years from the end of the civil year during which ING Belgium notified the CPC of the end of this status;

- in the case of balances: ten years from the end of the civil year during which the date of their registration falls;- with regard to data relating either to the existence in the Client's name of a financial transaction involving cash or to the status of a natural person who actually deposits or receives the cash on behalf of the Client in the context of the aforementioned transaction: ten years from the end of the civil year during which ING Belgium has notified the CPC of the existence of this financial transaction involving cash;

- with regard to identification data: at the end of the last civil year of an uninterrupted period of ten civil years during which no data concerning the existence of a bank account or of a financial transaction involving cash is registered in the CPC in relation to the person concerned.

On expiry of the aforementioned retention period, the expired data will be irrevocably deleted. The list of information requests, submitted to the CPC by the persons entitled to information, is held by the National Bank of Belgium for two calendar years.

Information disclosed to the CPC can be used for the verification and collection of (non-)tax revenues, the detection and prosecution of criminal offences, the solvency investigation prior to the collection of sums seized by the judicial authorities, in the framework of the exceptional methods for the collection of data by the intelligence and security services, bailiffs in the framework of the preservation of bank accounts, for notarial searches in the framework of the preparation of inheritance declarations and to prevent the use of the financial system for money laundering and the financing of terrorism and serious crime, subject to compliance with the conditions imposed by the abovementioned Law of 8 July 2018.

Every person concerned is entitled to inspect data held in his/her name by the CPC at the National Bank of Belgium. He/she may submit a written request to the National Bank of Belgium to that end. He/She can also request ING Belgium or the National Bank of Belgium the correction and deletion of incorrect data held in his/her name by the CPC. This right must preferably be exercised through ING Belgium if the latter has disclosed the data concerned to the CPC.

## X Amendments to the regulations

### Article 26

Without prejudice to the provisions of these Regulations (in particular article 15), any amendment on the initiative of ING Belgium, at any time, to the provisions of these Regulations or to the rates or characteristics of regulated Savings Accounts - which are not of an essential nature to the Client or to his/her intended use of the services in question, provided such intended use has been notified to and accepted by ING Belgium, or that failing such notification the intended use is reasonably predictable - shall be agreed upon by ING

Belgium and the Client according to the following procedure:

- The Client shall be informed in advance of amendments via a dated message included with the Client's account statements or in a letter sent by (ordinary or registered) post, by electronic message to the last known (postal or electronic) address of the Client known to ING Belgium or on any other physical medium with a minimum of one month notice or, where the regulated Savings Account concerned held by the Client is intended for professional purposes, at least with 15 calendar days notice.
- The amendments shall come into force upon expiration of the notice period indicated in the aforementioned message.
- If the Client does not wish to accept such amendments, he/she may, before the date - as specified in the aforementioned message - on which the announced amendments come into force, notify ING Belgium of his/her refusal to accept such amendments and immediately close his/her regulated Savings Account without any charge or compensation while still receiving the interest applicable before the date on which the amendments come into force. Where the regulated Savings Account is not closed in this way, the Client shall be deemed to have accepted the amendments.

Furthermore, in the case of an amendment of these Regulations to the benefit of the Client, ING Belgium reserves the right to make such amendment without prior notice and without a valid reason. In that case, ING Belgium shall nonetheless inform the Client as soon as possible following the amendment and the Client shall be free to immediately close his/her/its regulated Savings Account, without any charges or compensation, in accordance with Article 18 of these Regulations.

By way of derogation to the foregoing, amendments that are most favourable to the Client may be applied immediately and without, even retrospective, notice, provided that the regulated Savings Account concerned held by the Client is intended for professional purposes.

The new provisions shall apply to all transactions ordered before but executed after they take effect, unless the Client has, within the notice period specified in the aforementioned message and without any charge, terminated his/her business relationship with ING

Belgium, discharged all commitments towards ING Belgium and settled all transactions in progress. However, any transactions or commitments which - by virtue of their nature - cannot be terminated shall continue, until they have been cleared, to be governed by the provisions previously in force.

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