

BANK SWITCHING SERVICE - REGULATION

The bank switching service for consumers is governed by the Code of Economic Law (Book VII 'Payment and Credit Services' - Title 3 'Payment Services'). This Regulation has been drawn up by the Belgian credit institutions and contains supplementary provisions. The bank switching service is regulated by the Code of Economic Law and this Regulation.

Chapter 1. Definitions

Request form: the 'Bank Switching Service Request form, by which the Account holder gives permission for the bank switching service and instructs the Former bank and the New bank to perform the bank switching service.

Settlement: the closing of the Former current account, including:

- the stopping of all payments (including Payment orders);
- the cancellation of all payment instruments associated with the Former current account (debit card, credit card, prepaid card, Internet and mobile banking, etc.);
- the transfer of the positive balance to the New current account.

Switching date: the date which the Account holder can enter on the Request form and on which the bank switch must be performed.

Bank working day: a calendar day on which the credit institutions in Belgium are open for business, to the exclusion of Saturdays, Sundays, bank holidays and public holidays.

Payment orders: payment orders that have to be executed on the Former current account and that belong to one of the categories listed below:

- active European direct debit mandates for which at least one effective direct debit has been executed within the last thirteen months before the Starting date;
- standing money transfers;
- money transfers set up for a future execution date (hereinafter 'scheduled money transfers');
- recurring incoming money transfers, i.e. transfers that meet one of the following criteria within the last thirteen months before the Starting date:
 - o the reference in the money transfer begins with /A/, /B/ or /C/; or
 - o at least six money transfers, effected by the same payer, within the last thirteen months before the Starting date, except for transfers from a current account in the Account holder's name.

New bank: the credit institution established in Belgium at which the New current account is held.

New current account: the current account opened at the New bank, as indicated on the Request form, to which the Account holder wishes to transfer the Payment orders of the Former current account and/or to which will be posted any positive balance after Settlement of the Former current account.

Account holder:

- any consumer (a natural person acting exclusively for non-professional purposes) holding, where appropriate jointly with (an)other consumer(s), a current account in the Former bank and the New bank, who wishes to use the bank switching service by signing the Request form;
- or



- any person duly authorised to represent the Account holder for the purposes of the bank switching service, without prejudice to the application of the general terms and conditions of the Former bank and/or the New bank.

Starting date: the date on which the New bank receives the Request form duly filled in and signed by the Account holder.

Former bank: the credit institution established in Belgium at which the Former current account is held.

Former current account: the current account at the Former bank, as indicated on the Request form, of which the Account holder wishes to transfer the Payment orders and/or of which he/she requests the Settlement.

Chapter 2. Purpose of the bank switching service

The bank switching service enables an Account holder to transfer the Payment orders which are executed on his/her Former current account to his/her New current account. The Account holder may also request the Settlement of his/her Former current account. It is the New bank that performs the bank switching service and contacts the Former bank.

The Account holder may choose between the following options for the rendering of the bank switching service:

- the transfer of all Payment orders;
- the transfer of all Payment orders and Settlement of the Former current account;
- provision of information to the direct debit creditors and/or ordering parties of recurring incoming money transfers;
- the Settlement of the Former current account (without the transfer of Payment orders).

The bank switching service itself is free of charge for the Account holder, without prejudice to the application of the general terms and conditions of the Former bank and the New bank.

Chapter 3. Procedure

Article 1 - Application for the bank switching service

The Account holder contacts the New bank, which provides him/her with the Request form.

The Request form must be duly filled in and signed by the competent Account holder of the Former current account and the New current account. The Request form may be signed electronically if this is possible in the New bank.

The Account holder may enter the Switching date on the Request form. The Switching date falls at the earliest on the tenth (10th) bank working day and at the latest one (1) month after the Starting date. If the Switching date entered on the Request form does not fall on a bank working day, it is deferred to the next bank working day. If no Switching date has been entered, or if the Switching date entered on the Request form falls before the tenth (10th) bank working day after the Starting date, the bank switch will take place on the tenth (10th) bank working day after the Starting date.

The Request form may be used for only one current account.

By signing the Request form, the Account holder acknowledges having received this Regulation, having taken cognisance of its contents and consenting to the application thereof.

Article 2 - Actions to be taken by the Previous bank and the New bank

2.1. The New bank sends the Request form to the Former bank within two (2) bank working days following the Starting date.

On the basis of the Request form, the New bank requests the Former bank to perform one or more of the following tasks:

- communicate information concerning payment orders on the Former current account that exist on the starting date and that have to be transferred on the Switching date;
- stop Payment orders on the Former current account as from the Switching date;
- on the Switching date, transfer any positive balance of the Former current account to the New current account;
- on the Switching date, cancel the payment instruments associated with the Former current account;
- on the Switching date, close the Former current account.

2.2. The Previous bank performs one or more of the following tasks on receipt of the Request form:

- send the requested information concerning Payment orders on the Former current account to the New bank within three (3) bank working days after receipt of the Request form;
- stop the Payment orders on the Former current account as from the Switching date, with the exception of incoming money transfers if the Former current account is not closed;
- on the Switching date, transfer any positive balance of the Former current account to the New current account;
- on the Switching date, cancel the payment instruments associated with the Former current account;
- on the Switching date, close the Former current account, unless the Account holder still has outstanding obligations. The Former bank notifies the Account holder of this.

The Former bank does not block the payment instruments associated with the Former current account before the Switching date.

If payment instruments are associated with the Former current account where Payment orders are settled by deferred payment, the Former current account is closed at the latest three (3) months after the transfer of any positive balance.

The Account holder expressly authorises the New bank, upon first request of the Former bank, to charge the payments made with those payment instruments to the New current account.

2.3. The New bank performs the following tasks within one (1) bank working day after receipt of the information referred to in Article 2.2:

- set up and execute the standing money transfers and scheduled money transfers existing on the Starting date on the New current account as from the Switching date;
- make the necessary preparations to accept direct debit mandates, and accept those direct debits as from the Switching date;

- notify the direct debit creditors and ordering parties of recurring incoming money transfers of the details of the New current account, provided that the Account holder supplies sufficient relevant details (e.g. name, address, reference number, etc.) and the Account holder has not indicated that he/she will personally notify those parties using standard letters that have been made available to him/her. If the Former current account is closed and no Payment orders are transferred, the New bank is not required to send notifications.

The consent given by the Account holder for a direct debit mandate on the Former current account remains in effect if the direct debit is transferred as part of the bank switching service.

Chapter 4. Liability

The Account holder holds the Former bank and the New bank harmless from any actions brought by third parties in connection with the bank switching service, provided that the bank switching service has been performed in accordance with the law and this Regulation.

If Payment orders on the Former current account are transferred, but the Former current account is not closed, the Former bank is not liable if third parties continue to execute Payment orders on the Former current account.

Chapter 5. Privacy

In order to perform the bank switching service requested by the Account holder, the Former bank and the New bank must process the following personal data of the Account holder:

- identification details (name, address, etc.);
- account numbers of the Former current account and the New current account;
- information concerning Payment orders.

In order to perform the requested bank switching service, the abovementioned personal data of the Account holder must be:

- exchanged between the Former bank and the New bank;
- communicated to the Centre for Exchange and Clearing (CEC) platform, which will use those data to notify the direct debit creditors or ordering parties of recurring incoming money transfers.

The Former bank and the New bank are each individually responsible for the processing of the data in their systems. The Account holder can find more information about the processing of his/her data and about his/her rights in the privacy statements of the Former bank and the New bank.

Chapter 6. Applicable law and disputes

This Regulation and the Request form are governed by Belgian law.

If the Account holder does not receive a satisfactory reply to his/her complaint about the bank switching service from the Former bank and/or the New bank, he/she may contact:

Ombudsfm
North Gate II
Koning Albert II-laan 8 box 2
1000 Brussels
ombudsman@ombudsfm.be



www.ombfin.be

Only Belgian courts may rule on disputes concerning the existence, interpretation and application of this Regulation and the Request form.