

# General investment information

This document is intended to provide the information required by Belgian legislation to anyone wishing to make a potential investment in financial instruments (including acquiring a branch 21 or branch 23 life insurance policy) offered by ING Belgium.

## 1. General information on ING and its service providers

### ING Belgium SA/nv

Bank: "ING Belgium SA/nv" (hereafter "ING")  
Avenue Marnix 24, 1000 Brussels - Brussels RPM/RPM  
Phone + 32 2 547 21 11 - Fax: +32 2 547 38 44  
Website: [www.ing.be](http://www.ing.be) - e-mail address: [info@ing.be](mailto:info@ing.be)  
FSMA code: 12381A - VAT BE 0403.200.393  
IBAN: BE45 3109 1560 2789 - BIC: BBRUBEBB

### ING Contact Centre Belgium SA

Banking and investment services for ING "Phone'Bank"  
Gaston Crommenlaan 8-14 C, 9050 Ledeborg  
Registered office: Avenue Marnix 24, 1000 Brussels  
Brussels RPM/RPM  
Phone + 32 2 464 60 02 - Fax + 32 2 464 66 73  
Website: [www.ing.be](http://www.ing.be) - e-mail address: [info@ing.be](mailto:info@ing.be)  
FSMA code: 038392B - VAT BE 0452.936.946  
IBAN: BE49 3101 1998 7571 - BIC: BBRUBEBB

### Insurance agent

Insurance broker: "ING Belgium SA"  
Avenue Marnix 24, 1000 Brussels - Brussels RPM/RPM  
Phone + 32 2 547 21 11 - Fax: +32 2 547 38 44

Website: [www.ing.be](http://www.ing.be) - e-mail address: [info@ing.be](mailto:info@ing.be)  
FSMA code: 12381A - VAT BE 0403.200.393  
IBAN: BE45 3109 1560 2789 - BIC: BBRUBEBB

### Insurers

"NN Insurance Belgium SA"  
Airport Plaza - Montreal Building, Da Vincilaan 19,  
1831 Diegem - RPM Brussels  
Phone +32 2 407 70 00  
Website: [www.nn.be](http://www.nn.be) - e-mail address: [telecel@nn.be](mailto:telecel@nn.be)  
FSMA code: 2550 - VAT BE 0890.270.057  
IBAN: BE28 3100 7627 4220 - BIC: BBRUBEBB

"AXA Belgium SA/nv"  
Troonplein 1 / Place du Trône 1  
1000 Brussels - RPR Brussel  
Tel.: 02 678 61 11  
Internet: [www.axa.be](http://www.axa.be)  
FSMA-code: 0039 - VAT BE 0404.483.367  
IBAN: BE88 7020 2244 0041 - BIC: AXABBE22

## 2. Main investment features

This document applies to the following **investment services and products**:

1. Portfolio Management Service ("suitability")
2. Contract-based investment advice service
3. Structural investment advice service (suitability model), taking the portfolio breakdown into account
4. Ad-hoc (one-off suitability model or product suitability model) investment advice service
5. The Financial Instrument purchase or sale Service (appropriateness model)
6. The execution only Service (execution only model)
7. Securities Account Opening and Custody of Financial Instruments Service

Such investments services are offered by ING at its premises (ING branches), outside of such premises (for example at home, via Extrabranche Mobility) or remotely ([www.ing.be](http://www.ing.be), Home'Bank, Phone'Bank, Smart Banking). For more information about these services, please read the [Special Regulations for Trading in Financial Instruments \(SRTFI\)](#).

Such investments services relate to the following **financial product**:

1. Shares, bonds, reverse convertible notes and structured notes
2. Mutual funds, pension savings and other investment plans
3. Options, warrants, option plans, turbo's and sprinters
4. Branch 21 life insurance and Branch 23 life insurance

The main characteristics of each of these investment products (contract term, contractual guarantees if applicable, etc.) and, where appropriate, their respective risks are made available in the specific product info sheet(s) which ING will provide before purchase or subscription to the product in question and which are available in branch, on the website [www.ing.be](http://www.ing.be) and on the mobile site [www.MyING.be](http://www.MyING.be).

Other information on the different types of financial instruments and the associated risks are available at [www.ing.be](http://www.ing.be) in [product info sheets](#) and in the [information brochure](#) or on the FSMA's general information portal: [www.wikifin.be](http://www.wikifin.be) under "Epargner et Investir".

### 3. Cost of and payment for investments products and services as well as the associated transactions

The total cost as well as the terms and conditions, payment terms and the tax aspects, where appropriate, are listed either in the information sheet either in the applicable charges list, the breakdown, contract or appendix to the contract.

When the exact cost cannot be determined in advance, ING or the insurer will send you the basis for calculating the cost to allow you to check it.

When the price of investment products depends on fluctuations in the financial markets over which ING has no control, the price communicated to you is for information purposes only.

For all contracts, transactions and financial services except for insurance, the cost is debited from the account you provided for this purpose. The account must therefore be sufficiently funded.

For branch 21 life insurance policies, you pay the initial premium yourself by means of a transfer except if differently agreed. Payment of subsequent premiums can be made by transfer, standing order or SEPA Direct Debit. For branch 23 life insurance policies, the first premium is debited automatically, except if differently agreed.

In terms of applicable taxation, the speculation tax applies to any gain realized on the sale (or any "transfer for valuable consideration") of listed shares or options/warrants or other listed financial instruments for which the underlying assets exclusively consist of specific listed shares, where: Such securities were "purchased" after 31 December 2015 and where the sale (or transfer) occurred less than six months after the date they were purchased. Such purchase date is the date on which the order or transaction was executed for the security in question. The speculation tax applies to persons liable to Personal Income Tax or Non-Resident (Personal) Income Tax in Belgium.

Moreover, there is a risk that the tax authorities may consider gains on some financial products as taxable income insofar as they originate from contracts which are not managed with the due diligence of private wealth. It is advisable to have a tax adviser examine this point depending on your financial situation.

### 4. Right of withdrawal open to consumers

#### In the case of financial services:

Where the sale was made at a location other than at ING branches or remotely, as a consumer you have a right of withdrawal for financial services for a period of 14 days. ING will return to you, at the latest within 30 calendar days of your notice of withdrawal from the remotely subscribed contract being sent as a consumer, or from the start date of the termination in all other cases, all amounts received from you for the relevant financial service.

To exercise this right, you can send a letter by registered mail to ING using the template below or go to an ING branch:

*For the attention of ING Belgium SA/nv, 24, avenue Marnix, 1000 Brussels.*

*I/We hereby notify you of my/our withdrawal from/termination of the (contract name) contract ordered on/received on (date) in the name of (consumer(s) name(s), address).*

*Signature and date*

However, you may **not** exercise the right of withdrawal stipulated by the law for subscriptions concluded outside of ING branches or remotely for:

1. Investments or financial instruments where the price depends on financial market trends which are out of ING's control and likely to occur during the 14 days following the day on which the contract was concluded
2. Other financial service contracts after the service has been fully performed, if the performance commenced with your prior express agreement and for which you also acknowledged your understanding that you would lose your right of withdrawal once the contract was fully executed by ING.

#### In the case of life insurance policies:

You have the right to terminate a life insurance policy within a period of thirty calendar days from the date on which the policy becomes effective and, in the case of an insurance policy concluded remotely as a consumer, the right to withdraw within a period of thirty calendar days from the moment upon which you are informed by the insurer that the insurance contract is concluded or from the date you receive the contractual terms and conditions and any other additional information, whichever is the later date. A deduction and possible indemnity may be applied by the insurer, accordingly.

You may terminate your life insurance policy each year on the date the contract started.

When you terminate a branch 21 life insurance contract for which execution has already commenced, before termination of the contract you are obliged to pay the premiums proportionally for the period during which, where appropriate, cover had been granted under the insurance contract. Such amounts represent compensation for the services actually provided by the insurer from the day of subscription to the day of termination.

The insurer will return to you, within thirty calendar days from the day your notice of termination is sent for the contract subscribed remotely as a consumer or from the start day of the termination in all other cases, any amounts received from you for the relevant life insurance policy, minus the indemnity referred to above for services already provided, where appropriate, by the insurer.

To exercise this right, you can send a letter by registered mail to the insurer using the template below or go to an ING branch:

*For the attention of NN Insurance Belgium, Airport Plaza - Montreal Building, Da Vincilaan 19, 1831 Diegem or AXA Belgium SA/nv, Troonplein 1/Place du Trône 1, 1000 Brussels.*

*I/We hereby notify you of my/our withdrawal from/termination of the (contract name) contract ordered on/received on (date) in the name of (consumer(s) name(s), address).*

*Signature and date*

For more information on the precise terms, conditions and possible indemnities regarding termination of a financial service, please consult the contract, regulations or conditions, either general or specific that apply to the relevant financial service.

## 5. Languages used for your relationship with ING

This general information, the [General Regulations](#) including the general conditions for Phone'Bank, Home'Bank/Business'Bank, Smart Banking and Extrabranche Mobility, the [Special Regulations for Trading in Financial Instruments and Investment Insurance Policies \(SRTFI\)](#) including the Best Execution Policy and a summary of the conflicts of interest policy of NN Insurance Belgium, the [Special Regulations for Payment Transactions](#), [ING<sup>1</sup>](#) and [NN Insurance Belgium's charges brochure](#) as well as the other general conditions and regulations can be consulted at [www.ing.be](http://www.ing.be) under "[Charges and regulations](#)" in French, Dutch and English. A copy may also be obtained in these three languages and in German from any branch upon request. The policy concerning conflict of interest of AXA is available in French on [www.axa.be](http://www.axa.be) > AXA assurance > Informations juridiques > Protection du client and in Dutch on [www.axa.be](http://www.axa.be) > AXA verzekeringen > Juridische info > MiFID.

ING undertakes to communicate with Clients in the language they chose (French, Dutch, German or English) at the start of their relationship with ING or subsequently. However, if you contact an ING branch, ING only agrees to communicate with you in the language(s) of the region in which the branch is situated (French, Dutch or German).

## 6. Complaints and disputes

Complaints must be made within a reasonable time, and at the latest, within 60 days of the date of the relevant transaction.

Complaints can be:

- Filled in via the web form on [www.ing.be](http://www.ing.be) under "[Submit a complaint](#)"
- e-mailed to [plaintes@ing.be](mailto:plaintes@ing.be)
- lodged at a branch
- sent by post to ING Complaint Management, Cours Saint-Michel 60, B-1040 Brussels
- faxed to +32 2 547 83 20 (Tel +32 2 547 61 02)

Please ensure that you include your account or contract number with your complaint and, where appropriate, the references allocated by ING Belgium to the subject of your complaint.

If you are not satisfied with the response provided by ING Complaint Management, you can submit the dispute to:

- the Ombudsfin for complaints about investment banking products – the Ombudsman for financial disputes:
  - Via the web form on [www.ombudsfin.be](http://www.ombudsfin.be) under "[Introduce a complaint](#)"
  - By e-mail: [ombudsman@ombudsfin.be](mailto:ombudsman@ombudsfin.be)
  - By fax: +32 2 545 77 79
  - By post: North Gate II, Avenue Roi Albert II 8/bte 2, 1040 Bruxelles
- the non-profit Insurance Ombudsman's Department for complaints regarding branch 21 or 23 savings and investment insurance:
  - Via the web form on [www.ombudsman.as](http://www.ombudsman.as) under "[Introduce a complaint](#)"
  - By e-mail: [info@ombudsman.as](mailto:info@ombudsman.as)
  - By fax +32 2 547 59 75
  - By post: Square de Meeûs 35, 1000 Brussels

Filing a complaint does not affect your right to institute legal proceedings.

## 7. Applicable legislation and competent courts

Belgian law is normally applicable and Belgian courts normally have jurisdiction over any dispute concerning investments products and services and the associated executed transactions, unless imposed otherwise by mandatory or public policy laws or regulations.

<sup>1</sup> Except from the Private Banking charges list that every Private Banking customer can obtain from their Private Banker.

## 8. Competent authorities

In the area of investor and consumer protection, ING and the insurers are subject to prudential supervision by the National Bank of Belgium (Boulevard de Berlaimont 14, B-1000 Brussels – [www.bnb.be](http://www.bnb.be)), and are supervised by the Financial Services and Markets Authority (FSMA) (rue du Congrès 12-14, 1000 Brussels – [www.fsma.be](http://www.fsma.be)). ING is also supervised by the European Central Bank (Kaiserstrasse 29, 60311 Frankfurt am Main, Germany – [www.ecb.europa.eu](http://www.ecb.europa.eu)).

ING Belgium, the insurers and ING Contact Centre Belgium have also made declarations to the Belgian Commission for the Protection of Privacy, (Tel +32 (0) 2 274 48 00 – Fax: +32 (0)2 274 48 35 – [www.privacycommission.be](http://www.privacycommission.be); [commission@privacycommission.be](mailto:commission@privacycommission.be)) for the processing of personal data.

## 9. Professional associations and codes of conduct

ING and ING Contact Centre Belgium SA/nv have adhered to the various codes of conduct set in place by the not-for-profit organisation **Febelfin** (Belgian Financial Sector Federation, rue d'Arlon 82, B-1040 Brussels), of which they are members.

The insurers have adhered to the various codes of conduct implemented by **Assuralia** (the Professional Union of Insurance Companies).

The list of these codes of conduct can be consulted at [www.ing.be](http://www.ing.be) (see "Charges and regulation" at the bottom of the page). Copies are available at any ING branch.

## 10. Conflict of interests policy

ING has implemented measures to prevent and manage possible conflicts of interest to be able to act in the interests of its customers at all times. The conflicts of interest policy can be consulted at [www.ing.be](http://www.ing.be) (see "Charges and regulations" at the bottom of the page), in appendix 2 of the **Special Regulations for Trading in Financial Instruments**: "Conflicts of interest policy" (including benefits received from third parties such as management or distribution fees, commission on public offers and non-monetary benefits) or in French on [www.axa.be](http://www.axa.be) > AXA assurance > Informations juridiques > Protection du client or in Dutch on [www.axa.be](http://www.axa.be) > AXA verzekeringen > Juridische info > MiFID.

Customers can obtain additional information on our procedures and the partners ING works with on request.