

# Special Regulations for Payment Transactions

1<sup>st</sup> January 2019



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## I. General principles

### Article 1 - Purpose

**1.1.** These Special Regulations for Payment Transactions (hereafter the “Special Regulations”) define the general rules applicable to the Payment Transactions conducted by the Client in connection with the Payment Services offered by the Bank and covered by these Special Regulations.

They apply to all Clients, except for any special agreement.

**1.2.** The rules defined below apply without prejudice to specific provisions applicable to Payment Transactions conducted using Payment Instruments, in particular by means of payment cards or electronic services made available by the Bank to the Client, as well as the related Payment Services. Such specific provisions are defined in the general regulations and conditions particular to them and that prevail where appropriate over the provisions of these Special Regulations.

**1.3.** Except insofar as these Special Regulations expressly derogate therefrom, the provisions of the General Regulations of the Bank apply to the Payment Services and the Payment Transactions described below.

**1.4.** The provisions of these Special Regulations apply without prejudice to mandatory or public order legal or regulatory provisions. However, the invalidity of a provision or part of a provision of these Special Regulations has no effect on the validity, scope and binding nature of the other provisions of these Special Regulations.

### Article 2 - Scope - Exclusions

#### 2.1. Scope

Unless otherwise stipulated, these Special Regulations apply to Payment Transactions carried out in euros or in the currency of a State in the European Economic Area<sup>1</sup> (hereinafter the “EEA”) and within the EEA<sup>2</sup>.

Unless otherwise stipulated, these Regulations also apply to Payment Transactions carried out

within the EEA in the currency of States which are not part of the EEA as well as Payment.

Transactions – in any currency – originating from or destined for a State located outside of the EEA, but only with regard to the parts of the Payment Transaction which are carried out within the EEA.

#### 2.2. Exclusions

Unless provided otherwise in these Special Regulations, the following Payment Transactions are excluded from the scope of these Regulations:

1° Payment Transactions to or from a regulated saving account<sup>3</sup> or any other account that pursuant to applicable legal or contractual provisions is intended for purposes (investment or saving, etc.) other than the execution of Payment Transactions and to or from which Payment Transactions are only executed incidentally or occasionally.

2° Payment Transactions based on:

a) a paper cheque mentioned in paragraph 1 of the law of 1 March 1961 on the adoption in Belgian national legislation of the Uniform Law on Cheques and its coming into effect, or any other similar form of paper cheque such as a giro cheque, circular cheque or any other voucher that, whatever its denomination, has the same legal effects;

b) a paper bill of exchange mentioned in Article 1 of the Consolidated law of 31 December 1955 on bills of exchange and promissory notes, and any other similar form of a paper bill of exchange that, whatever its denomination, has the same legal effects;

<sup>1</sup> As from 1st January 2019, the EEA includes, in addition to the Member States of the European Union, Norway, Iceland and Liechtenstein

<sup>2</sup> The payment service provider of both the Payer and the Payee must be established in the European Economic Area. When only one payment service provider is party to the Payment Transaction it must be established in the European Economic Area.

<sup>3</sup> 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 that code.

c) a paper traveller's cheque; and

d) a paper service voucher.

3° "cash-to-cash" currency exchange transactions in which the funds are not held in a Payment Account; and

4° Payment Transactions related to securities and asset servicing, including dividends, income or other distributions, or redemptions or sales, carried out in particular by investment companies, credit institutions, collective investment undertakings or asset management companies providing investment services and any other entities authorised to have the custody of financial instruments.

### Article 3 - Definitions

**3.1.** The following terminology is used in these Special Regulations and in the documents concerning the Payment Transactions and Payment Services covered by these Special Regulations.

The terms may be used indiscriminately in the plural or in the singular.

#### 3.2. Definitions:

##### 1° Payment Services

The Payment Services offered by the Bank and covered by these Special Regulations are:

- services enabling cash to be deposited on or withdrawn from a Payment Account and any transaction required for the management of a Payment Account;

- execution of Payment Transactions, including transfers of funds on a Payment Account with the Bank or another payment service provider: execution of Direct Debits; and execution of Credit Transfers, including Standing Orders.

- execution of Payment Transactions where the funds are covered by a credit line granted to the Client: execution of Direct Debits; and execution of Credit Transfers, including Standing Orders.

The above Payment Services are described more fully in Article 4.

##### 2° Payment Transaction

An act, initiated by the Payer or on his behalf, or by the Beneficiary, of placing, transferring or withdrawing funds, irrespective of any underlying obligations between the Payer and the Payee.

##### 3° Payment Order

Any instruction requesting the execution of a Payment Transaction.

##### 4° Payment Account

An account held in the name of one or more payment service Users intended for the execution of Payment Transactions.

##### 5° Payer

The natural or legal person who holds or has a mandate on a Payment Account and who authorises a Payment Order from that Payment Account.

##### 6° Payee

The natural or legal person who is the intended recipient of funds which have been the subject of a Payment Transaction.

##### 7° Payment Service User or Client

The natural or legal person acting for private or professional purposes who, depending on the context, acts as Payer or Payee for a Payment Transaction or both.

##### 8° Consumer

A natural person who, in the Payment Services covered by these Special Regulations, is acting for purposes other than his/her trade, business or profession.

##### 9° Unique Identifier

The combination of letters, numbers or symbols the payment service User must provide to identify unambiguously the other payment service user and/or his/her Payment Account for a Payment Transaction.

For the execution of direct debits and credit transfers (see Article 4 below) the Unique Identifier consists, to the exclusion of any other element, of: the IBAN (International Bank

Account Number, consisting of a maximum of 34 alphanumeric characters and a set length in each country; it includes a country code (2 letters), a check digit (2 numbers) and a national bank account number).

For certain Payment Transactions, the IBAN must - where appropriate - be completed by the BIC (Bank Identifier Code, an international code which allows the unique identification of each bank; it designates the bank of the Payee; it consists of 8 or 11 alphanumeric characters and includes a bank code (4 characters), a country code (2 letters), a place code (2 characters), and for completeness's sake, for some banks, a branch code (3 characters)). Where the BIC is required, it is part of the unique identifier.

Conversely, neither the name of the Payer or the Payee of the Payment Order, nor their addresses, are part of the unique identifier even when such information is required, in particular for control purposes pursuant to national or international public order legal provisions.

#### 10° Direct Debit

The Payment Service for debiting a Payer's Payment Account where the Payment Transaction is initiated by the Payee on the basis of the Payer's consent given to the Payee, to the Payee's payment service provider or to the Bank.

#### 11° Credit Transfer

A Payment Service provided by the payment service provider holding the Payment Account of the Payer, consisting of a credit to the Payment Account of a Beneficiary, based on an instruction from the Payer, through a Payment Transaction or series of Payment Transactions originating in the Payment Account of the Payer.

#### 12° Framework Contract

A payment service contract concluded between the Client and the Bank which governs the future execution of individual and successive Payment Transactions and which may contain the respective rights and responsibilities of the Parties.

In addition to any specific agreements concluded between the Bank and the Client, the Framework Contract includes the account opening agreement, the General Regulations and these Special Regulations, supplemented or amended where appropriate by the special provisions and regulations and general conditions specific to a given Payment Service or Payment Instrument.

#### 13° Bank business day

A day on which the Bank is open for business as required for the execution of Payment Transactions.

The Bank is open for business from Monday to Friday during branch opening hours.

Saturday, Sunday, legal holidays and bank holidays (defined in an annually updated list available free of charge on the site [www.febelfin.be](http://www.febelfin.be)) are not bank business days.

#### 14° Cut-off Time

The time on a bank business day after which, for execution purposes, a Payment Order is deemed to have been received on the following Bank Business Day.

The Cut-off Time depends on the type of Payment Transaction and the currency in which it is denominated.

The applicable Cut-off Times are defined in the table that can be consulted at [www.ing.be](http://www.ing.be).

#### 15° Value date

The reference date used to calculate the interest applicable to funds debited from or credited to a payment account.

#### 16° Durable Medium

Any instrument which enables the Payment Service User to store information addressed personally to him/her in a way accessible for future reference for a period of time adequate to the purposes of the information and which allows the unchanged reproduction of the information stored.

**17° Payment Instrument**

Any personalised device and/or set of procedures agreed upon between the Client and the Bank and used by the Client to initiate a Payment Order.

**18° Authentication**

A procedure allowing the payment service provider to verify the identity of a payment service User, or the validity of use of a specific Payment Instrument, including use of the User's personalised security credentials.

**19° Payment initiation service**

A service allowing a payment service User to initiate a Payment Order involving a Payment Account held with another payment service provider.

**20° Account information service**

An online service to provide consolidated information on one or more payment accounts held by the payment service User with either another payment service provider or with more than one payment service provider

**21° Reference Exchange Rate**

The exchange rate that serves as the basis for calculating currency transactions and made available by the Bank or taken from a publicly accessible source.

**22° Reference Interest Rate**

The interest rate which is used as the basis to calculate the interest (regardless of whether this concerns credit interest paid by ING or negative or debit interest charged to the Client) to be applied to a Payment Transaction or to a given Payment Account and which comes from a publicly available source which can be verified by both parties to a payment service contract.

## **Article 4 - Description of essential characteristics and conditions of Payment Services covered by these Special Regulations**

**4.1. Credit Transfer**

A Credit Transfer is a Payment Service whereby a Payment Account is debited with a certain amount, at the request of the Payer, to credit another Payment Account opened at the Bank or elsewhere in the name of the Payer or a third party.

Some Credit Transfers may have specific execution conditions:

1° A Memo-Transfer is a Credit Transfer executed with a deferred date defined by the Payer.

2° A Standing Order is a Credit Transfer whereby the Payer requests the transfer of a given amount based at a predetermined frequency and for the term he/she establishes.

3° A Multi-Transfer (or group Transfer) is a Credit Transfer whereby the Payer requests that an amount in euros be debited from his/her Payment Account to be credited to several accounts specified in the Order.

4° A SEPA European transfer (SEPA Credit Transfer, in short SCT) is a payment with the following characteristics:

- Payment where the account to be debited and that to be credited are held in one of the SEPA countries (Member State of the EU, Norway, Iceland, Monaco, Liechtenstein, Switzerland and San Marino);

- The transfer amount must be denominated in euros.

5° A SEPA Instant European transfer (SCT Inst) is a payment with the following characteristics:

- Payment where the account to be debited and that to be credited are held in one of the SEPA countries (Member State of the EU, Norway, Iceland, Monaco, Liechtenstein, Switzerland

and San Marino);

- The transfer amount must be denominated in euros, and the maximum amount is 15,000 euros if the account of the beneficiary is held out of Belgium but within the SEPA zone (no amount limit if the account of the beneficiary is held in Belgium);

- Payment executed within maximum 5 seconds (account of the beneficiary held in Belgium) or within 10 seconds (account of the beneficiary held out of Belgium but in one of the SEPA zone countries).

Other payments (i.e. payments in a currency different from the euro as well as payments whatever the currency to/from a country that is not part of the SEPA zone) are called “international payments”.

#### 4.2. Direct Debit

4.2.1. For the purpose of this Payment Service, the Payee, who is the creditor of the Payer, initiates a Payment Transaction on the basis of the Payer’s consent given to the Payee, to the Payee’s payment service provider or to the Bank, a Transaction whereby the Payee asks to be credited with a given sum at a date agreed between the parties.

For a Direct Debit to be executed, the Payer has to have signed a mandate that refers expressly to the underlying contract. The underlying contract must contain information regarding the scope of the claims subject to Direct Debit, in relation with the nature of the transaction, the due date and, if possible, the correct amount concerned.

4.2.2. In Belgium, the Direct Debit systems available are as follows:

1° A European SEPA “Core” Direct Debit can be used to make payments in euros both in Belgium and in the SEPA<sup>4</sup> between two Payment Accounts opened with payment service providers established in the SEPA. Both the Payer and Payee may be Consumers or not, as determined in Article 3.2, 8°.

The Direct Debit mandates previously issued under a national direct debit scheme (such as the Dom’80 scheme) remain valid under the SEPA “Core” payment scheme to the extent that the creditor, the Beneficiary of the Payment transaction, performs Payment transactions under this payment scheme.

2° A European SEPA “Business to Business” or “B2B” Direct Debit can be used to make payments in euros both in Belgium and in the SEPA between two Payment Accounts opened with payment service providers established in the SEPA.

A European SEPA “B2B” Direct Debit also has the following characteristics and conditions:

(i) The Payer must imperatively be and remain a non-Consumer;

(ii) A Client who is the Payer must give the Bank a copy of all European SEPA “B2B” Direct Debit orders given to Payees. Where appropriate, if it concerns an electronic order, the Client will provide the Bank with all the information in the said order;

(iii) The Client must inform the Bank of any change or cancellation of the aforesaid orders at the latest the day when the change or cancellation in question takes effect and, in any case, before the due date agreed with the Payee;

(iv) The Client must inform the Bank at the earliest opportunity if it loses the status of non- Consumer in relation to a European SEPA “B2B” Direct Debit;

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<sup>4</sup> On 1<sup>st</sup> January 2019, the SEPA included, in addition to the Member States of the European Union, Norway, Iceland, Liechtenstein, Monaco, San Marino and Switzerland.

(v) On execution of a European SEPA “B2B” Direct Debit, before debiting the Client’s payment account, the Bank checks that the information in the order received on the first payment request from the Payee corresponds to the information on the copy of the order the Client gives to the Bank or, in the case of an electronic order, the information submitted by the Client. Where appropriate, the Client may be required to confirm such correspondence at the request of the Bank;

(vi) On executing subsequent payment requests from the Payee, the Bank will check that the information in the order received corresponds to that which the Client submits.

4.2.3. With regard to Direct Debit collections, the Payer has the right to instruct the Bank:

1° to limit a Direct Debit to a certain amount or periodicity or both;

2° where a mandate under a payment scheme does not provide for the right to a refund, to verify each Direct Debit transaction and, before debiting his/her Payment account, to check whether the amount and periodicity of the submitted Direct Debit transaction is equal to the amount and periodicity agreed in the mandate, based on the mandate-related information;

3° to block any Direct Debits to his/her Payment account or to block any direct debits initiated by one or more specified Payees or to only authorise direct debits initiated by one or more specified Payees.

#### 4.3. *Cash Deposits and Cash Withdrawals at branches*

Over-the-counter cash Deposits allow Clients , at branches with a counter, to deposit cash in euros or in foreign currencies on their own account.

The representative of a legal entity, unincorporated association or indivisible ownership can also deposit, at branches with a counter, cash in euros or in foreign currencies on the account of the legal entity, unincorporated association or indivisible ownership.

Cash may not be deposited over the counter in any other case.

At branches with counters, Cash Withdrawals allow Clients to withdraw cash in euros or in foreign currencies from their own account in euros or in foreign currencies. Cash Withdrawals in foreign currencies require advance notice. Clients can obtain information relating to the advance notice to be observed from their branch.

#### **Article 5 - Charges**

**5.1.** The charges, expenses and principles relating to the allocation of expenses applicable to Payment Transactions and the Payment Services referred to in these Special Regulations are described in the various “Lists of charges” leaflets (i.e., according to the case, “Charges applied to the main banking operations of private individuals” and “Charges applied to the main banking operations of legal entities”) and are communicated to the Client before concluding the Framework Contract on paper or a Durable Medium.

These leaflets are also available free of charge from any ING branch as well as at “<http://www.ing.be>” [www.ing.be](http://www.ing.be).

**5.2.** In accordance with the mandatory legal provisions, the Client authorises the Bank to debit automatically from his/her account all charges, expenses and commissions applicable pursuant to the charges in effect.

Unless specially agreed otherwise, the account debited is the Payment Account which generated the applicable charges, expenses and commissions or through which the Payment Transaction giving rise to such expenses and/or commissions was conducted.



Moreover, and unless these Special Regulations derogate therefrom, please refer to the general provisions of the General Regulations and in particular to Articles 46 and 47.

**5.3.** The applicable charges and conditions may be amended by the Bank in the manner described in Article 19 (*"Amendments the Special Regulations and Charges for Payment Services and Transactions"*).

## II. Payment Orders and execution Rules

### Article 6 - Payment Orders General Rules

#### 6.1. Form of Orders

Clients give their instructions:

- either by means of the paper forms made available by ING, duly completed and bearing the hand-written signature of the Client or possibly his/her proxy;
- by means of online forms made available by ING, with the electronic signature of the Client or, where appropriate, his/her proxy, as stipulated by the special conditions applicable to the Payment Instrument used to initiate the Payment Transaction.

Without prejudice to the right of the Client to use the services of a payment initiation service provider duly authorized to carry out its activities, a Client who wants to submit Payment Orders in another form in particular in writing using a form other than that issued by the Bank, by fax or by any other technical procedure, must contact the Bank first to check that it will accept to execute the Orders in such form and, if appropriate, the conditions which would apply. The Bank may in particular subject their execution to prior confirmation in a form meeting its approval and/or to the prior conclusion of a special agreement.

Without prejudice to the right of the Client to use the services of a payment initiation service provider, any Client who does not use the forms provided by the Bank on paper or by way of electronic systems shall assume the risks

inherent to the means of transmission he or she chooses, in particular the risk of a delay in execution or a misinterpretation of the Order given. The foregoing provision is without prejudice to the limitations of liability attributed to the Customer by mandatory legal or public policy provisions, and without prejudice to Article 3 of the General Banking Regulations.

**6.2.** The Client must sufficiently fund, in due time, the Payment Account to be debited for the execution of his/her Payment Orders.

If the Account consists of several sub-accounts, in particular in several currencies, the funding is to be built up on the sub-account and in the currency indicated in the Order.

The Client acknowledges that the assets which may be recorded under an account number, sub-account or currency other than those indicated in the Order do not form part of the funding.

However, he/she accepts that the Bank, in such circumstances, is entitled to make an automatic transfer as stipulated in Article 48 of the General Regulations.

The Bank is entitled to refuse or to suspend the execution of any Order which has not been partly or wholly funded.

**6.3.** Except insofar as these Special Regulations derogate therefrom, and without prejudice to mandatory or public order legal provisions, the provisions of the General Regulations - in particular Articles 21 et seq. - apply to the other aspects of the Payment Orders relating to the Payment Transactions covered by these Special Regulations.

### Article 7 - Form of Consent

A Payment Transaction is considered authorised if the Client gives his/her consent to the execution of the Transaction. A Payment Transaction may be authorized by the Payer before or after its execution, as the case may be.

Depending on the case, the Client's consent is given by means of:

- the handwritten signature of the Client or possibly his/her proxy;
- the electronic signature of the Client or possibly his/her proxy as defined by the special conditions applicable to the Payment Instrument used to initiate the Payment Transaction;
- any other form agreed upon with the Bank as part of special agreements.

Consent to the execution of a Payment Transaction may also be given by the intermediary of the Beneficiary or by a payment initiation service provider.

Consent can be given for a separate Payment Transaction or for a set of Payment Transactions.

Consent can be withdrawn by the Client at any time, but in no instance after the moment of irrevocability defined in Article 8.2.

Consent for the execution of a set of Payment Transactions may also be withdrawn with the effect that any subsequent Transaction is considered unauthorised.

## **Article 8 - Point in time of Receipt of Payment Orders - Irrevocability of Payment Orders - Execution Times - Conversion**

### *8.1. Point in time of receipt*

**8.1.1.** In the Payment Services referred to by these Special Regulations, and without prejudice to the specific provisions of Articles 8.1.2 and 8.1.3, the point in time of receipt of a Payment Order is defined as follows:

A. For Credit Transfers given in paper form:

- when the form containing the Payment Order is submitted directly at a branch counter: the time it is physically submitted to the teller;

- when the form containing the Payment Order is placed in the branch mailbox designated for this purpose: when the Bank records the content of the mailbox, which takes place every Bank business day.

B. For Credit Transfers carried out via the electronic services made available to the Client by the Bank (in particular the Phone\*Bank/Home\*Bank services, Self\*Bank terminals and Telelink/Isabel): after the information required for Payment Order execution is submitted, when the Client receives electronic or telephone confirmation of its receipt by the Bank;

C. For Direct Debits: as from the receipt of the files transferred by the Bank of the Payee/Creditor of the Payer containing the Payment Orders to be executed.

**8.1.2.** If the point in time of receipt is not a Bank Business Day as defined in Article 3.2, 13<sup>o</sup>, the Payment order is deemed to have been received on the following Bank Business Day.

In addition, when a Payment Order is received after the applicable Cut-off Time as set out in Article 3.2, 14<sup>o</sup>, the Payment Order is deemed to have been received on the following Bank Business Day.

**8.1.3.** If the Client and the Bank agree that the Payment Order execution will begin on a given day, at the end of a certain period or a day when the Payer provides the funds to his/her payment service provider, the point in time of receipt is considered as the date agreed. If the agreed day is not a Bank Business Day for the Bank, the

Payment Order is deemed to have been received on the following Bank Business Day. In the case of Standing Orders, however, the Client may stipulate that the Payment Order execution begins on the Bank Business Day prior to the date agreed.

### *8.2. Payment Order Revocation*

**8.2.1.** The Client may not revoke a Payment Order after its receipt by the Bank.

**8.2.2.** When the Payment Transaction is initiated by or via the Payee, the Payer may not revoke the Payment Order or modify it after having transmitted the Payment Order or given his/her consent to the execution of the Payment Transaction to the Payee.

However, in the case of a Direct Debit, and without prejudice to the right of refund envisaged in Article 12, the Payer may revoke the Payment Order at the latest at the end of the Bank Business Day before the day agreed for debiting the funds.

**8.2.3.** In the case referred to in Article 8.1.3, the Payer may revoke the Payment Order at the latest the end of the Bank Business Day before the day agreed for debiting the funds.

**8.2.4.** A Payer who wishes to exercise the revocation right referred to in Article 8.2.2 paragraph two and Article 8.2.3 may go to his/her branch or call the ING Call Centre on 02 464 60 04.

### 8.3. Execution Times

The execution times applicable to the Payment Transactions covered by these Special Regulations may vary according to:

- the currency in which they are denominated;
- the medium on which they are initiated;
- whether they are national or cross-border.

The applicable times are stipulated in the following provisions.

Clients can also enquire about the maximum execution time and, where appropriate, the expenses applicable to a Payment Transaction covered by these Special Regulations prior to its execution by calling the ING Call Centre on 02 464 60 04.

#### 8.3.1. Credit Transfers

**8.3.1.1.** The amount of a Payment Transaction in euros is credited to the account of the payment service provider of the Payee as from its point in time of receipt as defined in Article 8.1, at the latest at the end of the first following Bank Business Day.

The same deadline applies to Payment Transactions involving a single conversion between the euro and the official currency of an EEA State outside the eurozone provided the required conversion is conducted in the State that is outside the eurozone and, in the case of cross-border Payment Transactions, the cross-border transfer is carried out in euros.

When the Payment Transaction is initiated on paper, the period of one Bank Business Day is extended by an additional Bank Business Day.

**8.3.1.2.** Notwithstanding the above provisions, in the case of national Payment Transactions initiated electronically between two Payment Accounts opened with the Bank, the deadline referred to in Article 8.3.1.1 is reduced to the end of the Bank Business Day during which the Payment Order is received as defined in Article 8.1.

**8.3.1.3.** The amount of a Payment Transaction denominated in the official currency of an EEA State outside the eurozone is credited to the account of the payment service provider of the Payee at the latest at the end of the fourth following Bank Business Day, as from the point in time of receipt as defined in Article 8.1.

The same deadline applies to Payment Transactions involving more than one conversion between the euro and the official currency of an EEA State outside the eurozone, as well as Payment Transactions involving a single conversion between the euro and one of these currencies when the conversion takes place in the relevant eurozone State and, in the case of a cross-border Payment Transaction, the cross-border transaction is in one of these currencies.

**8.3.1.4.** Payment Transactions denominated in a currency other than euros, the official currency of a Member State of the European Union or the official currency of a State belonging to the EEA, and/or originating from or destined for a payment service provider located outside of the EEA, regardless of the currency used, are subject to other timeframes which depend on the Payment Transaction concerned.

**8.3.1.5.** The SEPA Instant European transfer (SCT Inst), or instant payment, has a specific execution time frame, very short : maximum 5 seconds if the account of the beneficiary is held in Belgium and maximum 10 seconds if the account of the beneficiary is held out of Belgium but in one of the SEPA zone countries.

#### **8.3.2. Direct Debits**

The payment service provider of the Payee is responsible for transmitting the Payment Order to the Bank acting as the payment service provider of the Payer within the time limits agreed between the Payee and his/her payment service provider to enable settlement on the due date agreed between the parties.

The Bank will ensure that the funds debited from the Payment Account of the Payer are credited to the account of the payment service provider of the Payee within the time limit stipulated by the SEPA payment scheme used.

**8.3.3.** The provisions of this Article 8.3 do not prejudice Article 10 (*Payment Order execution refusal*).

#### **8.4. *Conversion***

When a Payment Order is initiated in a currency other than the currency of the country in which the payment account is held, the Client agrees that, when the country of destination is located outside the European Economic Area, the Bank and/or the correspondent bank(s) to which it appeals for the execution of the Payment Order has/have the right, where applicable, to convert the amount of the Payment Transaction in the currency of the country of destination, without any additional costs for the Client. However, when the Client initiates the Payment Order, he/she/it may oppose this conversion and request that the Payment Order be executed in the specified currency.

### **Article 9 - Full amount principle of Payment Transactions – Value dates – Availability of funds**

**9.1.** When a Client carries out a Payment Transaction covered by these Special Regulations, the full amount of the Transaction will be transferred to the Payee.

However, an exception shall be made to this rule when the Payment Transaction is effected in favour of a Beneficiary located outside the EEA, or when the Payment Transaction is effected in the currency of a State that is not part of the EEA, even when carried out within the EEA. For these transactions, the Beneficiary will not necessarily receive the total amount of the Payment Transaction, depending on any fees applied by intermediary banks participating in the transaction.

The Client's Account will be debited with the amount of the Payment Transaction, plus any charges he/she must, where appropriate, bear (in this regard please refer to the 'Lists of charges' leaflets mentioned in Article 5.1).

When a Client is the Payee of a SEPA Payment Transaction<sup>5</sup>, his/her Payment Account will be credited with the full amount of the Transaction. The charges which the Client must, where appropriate, bear in accordance with the principles laid down in the 'Lists of charges' leaflets will be debited to the Payment Account by means of a separate transaction.

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<sup>5</sup> For the definition of SEPA Payment Transactions, please refer to the 'Lists of charges' leaflets mentioned in Article 5.1

In all cases, the Client will receive detailed information about the amount of the Payment Transaction, any charges applied and their breakdown, in accordance with the provisions of Article 11 of these Special Regulations.

When a Client is the Payee of a Payment Transaction covered by these Special Regulations, other than a SEPA Payment Transaction, the amount credited to his/her Payment Account is the amount of the Payment Transaction minus any applicable charges of the Bank, in accordance with the principles laid down in the 'Lists of charges' leaflet.

**9.2.** When the Client is the Payee of a Payment Transaction covered by these Special Regulations, the credit value date shall correspond to the Bank Business Day during which the amount of the Payment Transaction is credited to the Bank's account. If the funds are received outside the Bank Business Day, the value date shall correspond to the next Bank Business Day.

When the Client is the Payer, the value date of the debit from the Payment Account corresponds to the point in time at which the Payment Transaction is debited from the Payment Account.

**9.3.** When the Client is the Beneficiary of a Payment Transaction covered by these Special Regulations, the amount of the Payment Transaction is at the Beneficiary's disposal immediately after this amount has been credited to the account of the Bank, and when, on the part of the Bank:

- no currency conversion is required; or
- there is a conversion between the euro and the currency of a State that is part of the EEA, or between the currencies of two States that are part of the EEA.

When a conversion between the currency of a State that is not part of the EEA and the euro (or another currency of an EEA State), or between the currencies of States that are not part of the EEA, is required, instead of being available immediately, the funds will be at the Beneficiary's disposal at the end of the period required for the conversion.

## **Article 10 - Payment Order Execution Refusal**

**10.1.** The Bank reserves the right to refuse to execute a Payment Order:

- when the Payment Account to be debited is insufficiently funded;
- if there are doubts about the authenticity of the Order;
- when the Order is completed or sent to the Bank incorrectly, incompletely or irregularly;
- when the Bank is prevented executing the Order pursuant to a public order legal or statutory provision;
- if this Order breaches provisions stipulated in the specific agreements between the Bank and the Client.

If execution is refused, the Client will be notified of the reasons for the refusal and, where appropriate, the procedure to follow for correcting any factual error that may have given

rise to such refusal, unless such notification is forbidden by a public order legal or statutory provision. This notification is provided as soon as possible and in any case before the end of the execution times indicated in Article 8.3 via account statements made available to the Client or in any other way the Bank considers appropriate according to circumstances.

When the Client uses the services of a payment initiation service provider or of an account information service provider, the Bank may deny access to the Payment Account for objectively justified and evidenced reasons linked to an unauthorized or fraudulent access to the Payment Account by that payment initiation service provider or account information service provider, including the unauthorized or fraudulent initiation of a Payment Transaction. In such cases, the Bank will inform the Client of the access refusal to the Payment Account and of the reason(s) of this refusal.

Where possible, that information will be given to the Client before access is denied and at the latest immediately thereafter, unless providing such information would compromise objectively justified security reasons or is prohibited by other relevant EEA or national law.

**10.2.** For the purposes of the Articles 8.3 (“*Execution Times*”) and 17 (“*Liability in Event of Non-Execution or Incorrect Execution*”) of these Special Regulations, a refused Payment Order or one for which the information could, where appropriate, have been rectified by the Bank - without the Bank incurring any obligation in this regard - is deemed not to have been received. The consequences of non-execution or incorrect or late execution of the Order cannot be attributed to the Bank, except if there is serious misconduct or deliberate transgression on its part.

**10.3.** The notification of execution refusal and/or the rectification action taken by the Bank may, where appropriate, give rise to the application of charges, taking account of the costs incurred.

#### **Article 11 - Terms, Frequency of Communication and Information Content**

**11.1.** At any time in the contractual relationship, the Client is entitled to obtain the contractual terms applicable to the Payment Services covered by these Special Regulations in paper form or on another Durable Medium.

Furthermore, they are available on the website [www.ing.be](http://www.ing.be).

**11.2.** Information on Payment Transactions is made available to the Client according to the terms and the frequency agreed between the parties, and at least once a month.

Such information will be communicated through account statements or through any other method agreed between the parties, allowing the information to be stored and reproduced identically.

The Client, acting as a Payer, can also request

that the information has to be provided in an agreed manner, which allows the Client to store and reproduce the information unchanged.

When the Client makes requests for additional information to be sent to him/her, to be communicated more frequently, or by means of communication other than those that were initially agreed upon, the Bank may apply reasonable fees in line with the actual costs incurred. Any applicable fees are indicated in the “Charges” brochures referred to in Article 5.1.

The provisions of Article 65 et seq. of the General Regulations apply to the other aspects.

**11.3.** When the Client acts as Payer, this information relates to:

- the items allowing the Client to identify each Payment Transaction and, where appropriate, the information relating to the Transaction Payee;

- the Payment Transaction amount denominated in the currency in which the Client's Payment Account is debited or in the currency used in the Payment Order;

- the amount of the total charges applied to the Payment Transaction and, where appropriate, their breakdown;

- where appropriate, the exchange rate applied to the Payment Transaction and the amount of the Payment Transaction following such monetary conversion;

- the debit value date or the date of receipt of the Payment Order.

**11.4.** When the Client is the Payee of a Payment Transaction, this information relates to:

- the items allowing the Client to identify each Payment Transaction and, where appropriate, the Payer, as well as any information stated in the Payment Transaction;

- the amount of the Payment Transaction expressed in the currency in which the Payment Account of the Client is credited;
- the amount of the total charges applied to the Payment Transaction and, where appropriate, their breakdown, or the interest payable by the Payee;
- where appropriate, the exchange rate applied to the Payment Transaction and the amount of the Payment Transaction following such currency conversion;
- the value date of the credit.

**11.5.** When the Client, who is the holder of the Payment Account, is not a Consumer as defined in Article 3.2, 8°, and without prejudice to public legal or regulatory provisions, the parties can freely agree the specific terms and conditions in respect both of the form and frequency of communication for the information referred to in this Article and for its content.

#### **Article 12 - Refund of authorised payment transactions initiated by or through the Payee**

**12.1.** The Client is entitled to the refund of an authorised Payment Transaction, initiated by or through the Payee and which has already been executed, provided the following concurrent conditions are met:

1° the authorisation given for such Payment Transaction did not indicate the exact amount of the transaction when it was given; and

2° the amount of the Payment Transaction exceeds the amount which the Client could reasonably expect taking account of his/her past expenditures, the conditions stipulated in the applicable contractual provisions and relevant circumstances of the matter. However, the Client cannot invoke reasons linked to an exchange transaction if the agreed reference exchange rate was applied.

On the request of the Bank, the Client must provide the factual information relating to such conditions.

If the refund conditions are met, the refund will correspond to the total amount of the Payment Transaction executed. The credit value date corresponds to the debit value date of the Transaction.

**12.2.** Notwithstanding Article 12.1, in the event of a SEPA Direct Debit “Core”, the Client is entitled to a refund even if the conditions mentioned in this Article are not fulfilled.

**12.3.** To obtain the refund mentioned in Articles 12.1 and 12.2, the Client must file his/her refund request within eight weeks from the date on which the funds were debited.

The Client may make this request in writing, by calling the ING Call Centre on 02 24 64 60 04 or going to his/her branch.

Within a period of ten bank business days following receipt of the refund request, the Bank will either refund the total amount of the Payment Transaction, or justify its refusal to refund. In the latter case, the Client is free to file a complaint with the bodies mentioned in Article 21 of these Regulations.

**12.4.** Notwithstanding the above provisions, the Client is not entitled to a refund when the following concurrent conditions are met:

1° he/she consented to the execution of the Payment Transaction directly to the Bank; and

2° the information relating to the future Payment Transaction were provided to him/her or made available in the manner agreed between the parties at least four weeks before the due date, by the Bank or by the Payee.

**12.5.** Unless, agreed otherwise, the right to a refund stipulated in Articles 12.1 and 12.2 does not apply when the Client, who is the holder of the Payment Account, is not a Consumer within the meaning of Article 3.2, 8° of these Special Regulations.

**12.6.** The attention of the Client is drawn to the fact that a refund made in accordance with the provisions of Articles 12.1 to 12.3 in no way affects the obligations he/she has validly contracted as part of the underlying agreement with the Payee of the payment and therefore does not prejudice any penalties the Client may incur in the event of non-fulfilment of the said obligations. Any dispute between the Client and Payee must be resolved directly with the Payee. The Client expressly accepts that in this respect it may not rely on any argument or defence based on provisions in place governing interbank relations.

### III. Liability

#### **Article 13 - Notification and Dispute of Unauthorised or Incorrectly Executed Payment Transactions**

**13.1.** A Client acting as Payer or Payee of a Payment Transaction must notify the Bank of the booking on its account statements of any unauthorised Payment Transaction as well of any error or irregularity noted on such statements. This notification must be confirmed in writing.

Once the information relating to the disputed Payment Transaction has been provided or made available to him/her, the Client shall obtain rectification only if he/she notifies the Bank of such Transaction without delay and no later than thirteen months after the debit or credit of the Operation, unless, where applicable, the Bank has not provided or made available the information relating to this Transaction according to the agreed manner. If originally, the notification has not been made in writing, the written confirmation stipulated in the first paragraph can be made by the Client after the expiry of the periods mentioned.

**13.2** When the Client who is the holder of the Payment Account is not a Consumer as described in Article 3.2, 8°, the period of 13 months after the Transaction debit or credit date is reduced to two months.

#### **Article 14 - Burden of Proof in the event of Disputing Payment Transaction - Form of Evidence**

**14.1.** When, without prejudice to the provisions of Article 13, the Client disputes that a payment transaction was authorised or alleges that a Payment Transaction was not correctly executed, the Bank undertakes to show, through a copy of its internal recordings or by means of any other relevant element according to the circumstances, that the Transaction was duly authenticated, recorded and booked and that it was not affected by a technical or other deficiency.

However, when the Payment Transaction has been initiated through the intermediary of a payment initiation service provider, this provider holds the burden of proving that, as far as it is concerned, the Transaction in question was authenticated and duly recorded, and that it was not affected by a technical or other deficiency related to the payment service that it must provide.

**14.2.** From both the civil and commercial perspective, whatever the amount of the Transaction in question, the Bank may provide the proof referred to in Article 14.1 by means of both the original document and its reproduction or copy (micro) photographic, magnetic, electronic and optical copy, that without proof to the contrary, are presumed to represent an accurate copy and to prevail as would the original document.

Proof of the execution of the Payment Orders given to the Bank will be sufficiently corroborated by the account statements, detailed statements and/or correspondence established - by whatever means - including electronic - and supplied by the Bank to the Client. In the absence of such a document, this proof will be provided by the registration of the Payment Transaction in the books of the Bank.



The above provisions do not prejudice the right of the Client to provide proof to the contrary through any legal channel.

Furthermore they do not prejudice:

- specific provisions applicable to the Payment Orders initiated with payment cards or via the electronic services made available to the Client by the Bank as defined in the General Regulations and Conditions applicable to them;
- mandatory or public order legal or regulatory provisions which establish the specific rules of authentication, registration and/or accounting for Payment Transactions.

Similarly, when a Payment Transaction is made by a proxy of the Client, they do not prejudice the authority of this proxy or the possible specific limits on this authority in the "Management Authority" or "Management Mandate" documents of the Client's account or amendments made subsequently to this authority and these limits.

**14.3.** The Bank keeps an internal record of the Payment Transactions for a period of at least five years as from execution of Transactions, without prejudice to other legal provisions on the subject of providing supporting documentation.

#### **Article 15 - Liability in the case of Unauthorised Payment Transactions**

**15.1.** Provided the dispute has been submitted in due time in accordance with Article 13, and after excluding all risks of fraud or any other violation of mandatory or public order legal or regulatory provisions, the Bank will immediately refund the Client- and in any event no later than the end of the next bank business day - with the amount of the unauthorised Payment Transaction by restoring the Payment Account to the state in which it would have been had the unauthorised Payment Transaction not taken place. The credit value date corresponds to the debit value date of the disputed Transaction.

In addition, the Bank will refund the Client for any other financial consequences, in particular the amount of expenses borne by the Client to determine the losses repayable, provided the amounts claimed under its liability are established using documentary evidence.

**15.2.** The above provisions do not prejudice the specific liability rules applicable to Payment Transactions carried out with Payment Instruments such as payment cards or electronic services made available to the Client by the Bank. These rules are described in their specific general conditions and regulations.

#### **Article 16 - Liability in the event of incorrect Unique Identifier**

**16.1.** A payment order executed in accordance with the Unique Identifier as defined in Article 3.2, 9<sup>o</sup> is deemed to have been duly executed as far as the Payee indicated by the Unique Identifier is concerned.

**16.2.** If the Unique Identifier provided by the Payment Service User is inaccurate, the Bank is not liable under Article 17 for the non-execution or incorrect execution of the Payment Transaction.

However, in this case the Bank will reasonably endeavour to recover the funds committed in the Payment Transaction on behalf of the Client acting as Payer. However, it is bound only by an obligation of means.

The payment service provider of the Beneficiary is obliged to cooperate in this effort, also by communicating to the Bank all of the information needed to recover the funds. In the event that it is impossible to recover the funds, the Bank shall provide the Client, upon request, with all of the information at its disposal which is of interest to the Client so that the Client may submit any appeal that he or she deems useful or necessary for recovering the funds.

Reasonable recovery costs in relation to the actual costs borne by the Bank may, where appropriate, be charged to the Client.

**16.3.** If any information (e.g. the name and/or address of the Payee of the Payment Transaction) is supplied in addition to the Unique Identifier defined in point 3.2, 9°, the Bank is only liable for the execution of the Payment Transaction in accordance with the Unique Identifier indicated, without having to take into account any discrepancies between such additional information and the Unique Identifier indicated.

#### **Article 17 - Liability in the event of Non-execution, Incorrect or Late Execution**

##### *17.1. Payment Transactions initiated by the Payer*

**17.1.1.** When the Client initiates a Payment Transaction as Payer, particularly in a Credit Transfer, the Bank is liable in this respect for due Payment Transaction execution.

However, the liability of the Bank cannot be invoked in the following cases:

- if the Client has not submitted his/her claim in due time in accordance with Article 13;
- in the cases mentioned in Articles 16.2 (inaccurate Unique Identifier) and 16.3 (information given in addition to the Unique Identifier);
- in the event of force majeure as described in Article 18.

Furthermore, the liability of the Bank may not be invoked if it can establish that the payment service provider of the Payee received the amount of the Payment Transaction within the time limits stipulated in Article 8.3. In this case, the payment service provider of the Payee is liable to the Payee for due Payment Transaction execution.

**17.1.2.** When the Bank is liable under Article 17.1, it will refund the amount of the unexecuted or incorrectly executed Payment Transaction to the Payer by restoring, where appropriate, the Payment Account debited to the position in which it would have been had the unexecuted or incorrectly executed Payment Transaction not taken place. The credit value date corresponds to the debit value date of the Transaction.

**17.1.3.** If the payment service provider of the Payee is liable, it must make the amount of the Payment Transaction available to the Payee immediately and, where appropriate, credit the Payment Account of the Payee immediately with the corresponding sum, under the correct value date. This provision also covers the case where the Bank, acting as payment service provider of the Client, who is the Payee of the Payment Transaction initiated by a Payer, is liable for the non-execution or incorrect execution of the Payment Transaction.

**17.1.4.** Whatever the liability determined in accordance with the above paragraphs, the Bank acting as the payment service provider of the Payer will, at his/her request, endeavour to find the trace of the disputed Payment Transaction and inform the Payer of the results of its enquiries at no cost to the latter. However, it is bound only by an obligation of means.

##### *17.2. Payment Transactions initiated by or via the Payee*

**17.2.1.** When a Payment Order is initiated by or via the Payee of the Payment Transaction (such as the creditor of a Direct Debit), the payment service provider of the Payee, without prejudice to exceptions recognised in its favour by law, is liable to the Payee for the due transmission of the Payment Order to the Bank acting as payment service provider of the Payer within the time limits agreed between the Payee and his/her payment service provider. Where appropriate, it is incumbent upon the payment service provider of the Payee to resubmit the Payment Order to the Bank acting as payment service provider of the Payer immediately.

Similarly, the payment service provider of the Payee is liable to the Payee for processing the Payment Transaction in accordance with the legal provisions regarding value dates and the availability of funds without prejudice to exceptions recognised in its favour by law.

**17.2.2.** In the case of an unexecuted or incorrectly executed Payment Transaction for which the payment service provider of the Payee is not liable under Article 17.2.1, the Bank acting as payment service provider of the Payer is liable to the Payer.

The Bank whose liability has been incurred in accordance with the above paragraph will refund the amount of the unexecuted or incorrectly executed Payment Transaction to the Payer and restore the Payment Account debited to the position in which it would have been had the Payment Transaction not been executed wrongly. The credit value date corresponds to the debit value date of the Transaction.

**17.2.3.** Whatever the liability determined in accordance with the above paragraphs, the payment service provider of the Payee will, at his/her request, endeavour to find the trace of the disputed Payment Transaction and inform the Payee of the results of its enquiries. However, it is bound only by an obligation of means.

**17.3.** When, in the cases mentioned in Articles 17.1 and 17.2, the liability of the Bank may have been incurred, the Client will also be entitled to compensation for other possible financial consequences linked to the non-execution or incorrect execution of the Payment Transaction - such as the amount of expenses and interest the Client would have to pay due to this non-execution or incorrect execution - provided the amounts claimed under this liability are established using documentary evidence.

**17.4.** Notwithstanding the provisions of Articles 17.1 and 17.2, when the Client who is the holder of the Payment Account is not a Consumer as described in Article 3.2, 8°, the liability of the Bank in the event of non-execution or incorrect execution of a Payment Transaction is only incurred in the event of

serious misconduct or deliberate transgression on the part of its departments.

In this case, the liability of the Bank is in all circumstances limited to the amount of the direct damages established by the Client, to the exclusion of any indirect damage, in particular but without limitation loss of earnings, opportunity, Clients and harm to reputation.

**17.5.** Without prejudice to the Articles 13, 16.2 and 16.3, and without prejudice to the right of recourse of the Bank against the payment initiation service provider, where a Payment Order is initiated by the Payer through a payment initiation service provider, the Bank shall refund to the Payer the amount of the non-executed or defective Payment Transaction and, where applicable, restore the debited Payment Account to the state in which it would have been had the defective payment transaction not taken place.

However, the burden shall be on the payment initiation service provider to prove that the Payment Order was received by the Bank and that within its sphere of competence, the Payment Transaction was authenticated, accurately recorded and not affected by a technical breakdown or other deficiency linked to the non-execution, defective or late execution of the Transaction.

#### **Article 18 - Force majeure**

The Bank is not liable in the event of force majeure or where the Bank is bound by other legal obligations stipulated by domestic or European Union legislation.

#### IV. Final Clauses

##### **Article 19 - Amendments to the provisions of the Special Regulations and charges for Payment Services and Payment Transactions**

**19.1.** Any amendments, made at the Bank's initiative and at any time, to these Special Regulations and/or to the charges relating to the Payment Services and Payment Transactions they cover will be agreed between the Bank and the Client.

For that purpose, the Bank will inform the Client of the proposed amendments, by letter or on any Durable Medium, at least two months or, when the Client who is the holder of the Payment Account is not a Consumer as described in Article 3.2, 8° of these Special Regulations, at least one month before the said amendments come into force.

If the Client does not agree with the proposed changes, he or she is free to notify ING of his or her refusal to accept these changes and to terminate the Framework Contract with immediate effect, without expense or compensation, up until the date that the proposed changes enter into force, as stipulated when these changes are communicated to the Client. He/she can also claim reimbursement of the expenses relating to the provision of the Payment Services under the conditions stated in Article 20.

The Customer is deemed to have accepted the proposed changes if he or she has not notified the Bank, before the proposed date for entry into force of these changes, that he or she does not accept them.

**19.2.** Notwithstanding Article 19.1, changes to interest rates (regardless of whether this concerns credit interest paid by ING or negative or debit interest charged to the Client) or exchange rates based on the reference interest rates or reference exchange rates agreed between the parties can apply immediately and without prior notice.

**19.3.** The new provisions will apply to all Payment Transactions initiated before they take effect but executed afterwards, except where the Client, within the aforementioned notice period stated in the communication to the Client and without incurring any expense, terminates his/her Framework Contract and ends any Transactions in progress; however, Transactions that by their very nature cannot be terminated will continue to be governed by the provisions previously in force until their settlement.

**19.4.** This Article applies without prejudice to the provisions in Articles 71 and 75 of the General Regulations.

##### **Article 20 - Duration and termination of the Framework Contract**

**20.1.** The Framework Contract is concluded for an undetermined period.

**20.2.** The Client can terminate the Framework Contract with immediate effect at any time free of charge and without justification.

Termination can be performed at a branch or notified in writing to the Bank.

**20.3.** The Bank can terminate the Framework Contract without any justification, subject to two months' notice, to be sent by letter or on any other Durable Medium.

The above provision applies without prejudice to public order legal provisions requiring the Bank to terminate the contract and/or take specific steps in exceptional circumstances.

**20.4.** The expenses charged regularly for the payment service provision covered by these Special Regulations are only owed by the Client in proportion to the period elapsed on the contract termination date. If these costs have been paid in advance, they will be reimbursed in proportion to the period still to elapse as from the month after that in which termination occurs.

If the settlement of all transactions and commitments underway results in a credit balance in favour of the Client, the Bank will pay the positive balance of the Payment Account without additional expenses and including all interest to which he/she is entitled under applicable contractual, regulatory and/or legal provisions, or transfer this amount to an account opened with another payment service provider. For certain types of Payment Accounts, the balance cannot be withdrawn at branches but may only be transferred to another account.

After closing the Payment Account, the Bank will reimburse the management fees paid by the Client on an annual basis for the Payment Account in proportion to the number of full calendar months as from that following the date on which the Account is closed up to the end of the period for which the management fees have been paid.

Notwithstanding the provisions of Article 2, the above provisions also apply to regulated savings accounts.

**20.5.** Except insofar as this Article derogates therefrom, the provisions of Article 59 of the General Regulations apply.

Furthermore this Article does not prejudice mandatory or public order legal provisions setting specific termination conditions and/or periods.

**20.6.** The reimbursement right mentioned in Article 20.4 does not apply when the Client who is the holder of the account is not a Consumer as described in Article 3.2, 8°.

### **Article 21 – Processing of personal data**

The Client's explicit consent to the access, processing and storage of personal data necessary for the Payment services offered by the Bank is given by the Client's consent to the execution of Payment transactions initiated as part of these Services.

### **Article 22 - Complaints - Legal action and Out-of-Court Redress**

**22.1.** Any claim concerning the Framework Contract, the related Payment Services and/or Payment Transactions referred to in these Special Regulations must be sent in writing to the ING branch of the Client or to the following address:

ING Complaint Management  
Cours Saint-Michel/Sint-Michielswarande, 60  
1040 Brussels  
Phone: 02/547 61 02  
Fax: 02/547 83 20

The claim can also be sent by e-mail to the following address : [plaintes@ing.be](mailto:plaintes@ing.be) or be filed online using the form available at [www.ing.be](http://www.ing.be).

**22.2.** If the Client does not obtain satisfaction from the Bank, he/she may file a complaint, free of charge, with the Banks- Credit-Investment Mediation Service at the following address:

Rue Belliard 15-17, box 8  
1040 Brussels  
[www.ombfin.be](http://www.ombfin.be)  
[e-mail: Ombudsman@OmbFin.be](mailto:Ombudsman@OmbFin.be)

Clients can also contact the General Directorate for Supervision and Mediation of Belgium's Federal Public Service Economy, SMEs, Self-Employed and Energy at the following address:

North Gate III, Boulevard Albert II, 16  
1000 Brussels  
Phone: 02/277 54 85  
Fax: 02/277 54 52  
E-mail: [eco.inspec.fo@economie.fgov.be](mailto:eco.inspec.fo@economie.fgov.be)

Furthermore, this provision does not prejudice the Client's right to take legal action.

**Article 23 - Applicable law and competent jurisdiction**

**23.1.** All the rights and obligations of the Client and of the Bank are governed by Belgian law.

**23.2.** Subject to imperative or public order legal provisions laying down the rules for allocating competence, and in particular in case of dispute with Consumers, the Bank, whether it is the plaintiff or defendant, is authorised to take

or have taken any dispute relating to this Framework Contract and/or the services associated with it and/or the Payment Transactions referred to in these Special Regulations, before the courts and tribunals of Brussels or before those in the district where its head office is established with which the business relationship with the Client is conducted directly or indirectly through the intermediary of a subsidiary or a branch.

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