

# GENERAL CONDITIONS OF THE ING DEBIT CARD

(Version 01/07/2019)

## Article 1: Terminology used in the General conditions

The following terms are used in the provisions below:

- **“The debit card”**: refers, as appropriate, to the ING Debit card or the debit card “Temporary Card” in all the Articles relating to the electronic functions linked to such debit cards.
- **“The Deposit Card”**: refers to debit cards with only an electronic money deposit function.
- **“The Temporary card”**: refers to the temporary debit card delivered to the card holder pending delivery of an ING Debit card.
- **“The Minute Card”**: refers to debit cards which only allow a one-off cash withdrawal from a branch or electronic terminal up to a fixed amount.
- **“The LimiCard”**: refers to the debit card equipped with specific functions for persons placed under temporary receivership.
- **“The Bank”** : refers to ING Belgium SA/nv, Avenue Marnix/Marnixlaan 24, 1000 Brussels – Brussels Register of Companies - VAT BE 0403.200.393 - BIC (SWIFT address): BBRUBEBB – Account IBAN: BE45 3109 1560 2789, [www.ing.be](http://www.ing.be), debit card issuer and manager of transactions carried out over the ING network.
- **“equensWorldline”**: refers to equensWorldline S.A. – 1442, Chaussée de Haecht, 1130 Brussels, management company of debit card and their transactions.
- **“Mastercard Europe” and “Maestro”**: refer to Mastercard Europe SPRL, Chaussée de Tervueren 198A, 1410 Waterloo, which manages the Maestro brand and the network of cash dispensers and terminals which make up the Mastercard network.
- **“Bancontact”**: refers to Bancontact Payconiq Company SA/NV, Rue d’Arlon 82, 1040 Brussels which manages the Bancontact brand and the network of cash dispensers and terminals which make up the Bancontact network.
- **“The account holder”**: refers to the natural or legal person who is the holder of the account(s) to which the debit card is linked.
- **“The card holder”**: refers to the natural person in whose name the Bank issues the debit card.
- **“The payment order”**: any instruction requesting the execution of a payment transaction.
- **“The payment transaction”**: the action consisting in depositing, transferring or withdrawing cash irrespective of any obligation between the parties implicated in the transaction underlying the payment transaction.
- **“The consumer”**: the natural person who, for the purpose of using the payment service, acts with a goal other than their commercial or professional activity.
- **“NFC”**: Near Field Communication (NFC) is a technology allowing payment by approaching the debit card, a mobile phone (or any other object equipped with this technology) near a terminal that

also supports this technology.

- **“Durable medium”**: any instrument allowing the card holder or the account holder to store information which is sent to him/her personally to enable them to refer to it subsequently for a period of time in keeping with the purposes for which the information is intended and which allows identical reproduction of the information stored
- **“Authentication”**: a procedure which allows the Bank to verify the identity of the card holder or of the account holder, or the validity of the use of a specific payment instrument, including the use of the card holder’s personalised security credentials.
- **“Strong customer authentication”**: an authentication based on the use of two or more elements categorised as knowledge (something only the user knows, such as a PIN), possession (something only the user possesses, such as a bank debit card) and inherence (something the user is, such as a fingerprint) that are independent, in that the breach of one does not compromise the reliability of the others, and is designed in such a way as to protect the confidentiality of the authentication data.
- **“Personalised security credentials”**: personalised features provided by the Bank to the card holder for the purposes of authentication.

## Article 2 –Applicable legal framework

Unless otherwise indicated in these General conditions, the provisions of the General Regulations of the Bank and the Special Regulations for Payment Transactions apply to the ING Debit card, the debit card “Deposit card”, the debit card “Temporary card”, the debit card “LimiCards” and the debit card “Minute cards”.

## Article 3 – Providing a debit card – Delivery of debit cards and PINs

3.1. Debit card applications are made by the card holder.

ING reserves the right to refuse to grant a debit card without being required to justify its decision.

The debit card is only delivered if the card holder is also the holder of the account(s) to which the debit card is linked, or has power of attorney over the said account(s).

The signing of the application to grant the debit card and services which can be linked to it implies acceptance of these General conditions, the General Regulations of the Bank as well as the Special Regulations for Payment Transactions.

3.2. The debit card is posted to the card holder or held for collection from an ING branch.

The existence of special instructions about the keeping and/or sending of mail does not prevent the posting of the debit card and/or any means which allows its use.

When the debit card is posted, the holder has 30 days from the announcement in his/her account statements of the dates of posting the debit card to report its non-receipt by contacting ING Client Services.

When a debit card is made available at an ING branch, the card holder



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can, either at the time of the debit card application, or when ING notifies the availability of the debit card at the branch, request that the debit card be sent to the address he/she will have indicated, either in Belgium or abroad. However ING reserves the right to refuse to dispatch the debit card and to keep it for collection from its branch. ING can only respond to a request to dispatch a debit card from the card holder if it is accompanied by the appropriate form, duly completed and signed by the card holder. ING will send the debit card by registered delivery with acknowledgement of receipt at the card holder's request. The costs of dispatching the debit card are borne by its holder.

ING bears the risks for the dispatch of the debit card and/or any means (PIN code, ...) which allow its use.

Once the debit card and/or the means which allow its use have been received by the card holder, the card holder is responsible for the debit card, in accordance with Article 9.1 of these General conditions.

The proof of the dispatch and of the receipt of the debit card and/or of the means which allow its use falls on ING. The card holder has the right to prove the contrary through any legal channel.

**3.3.** After receiving his/her debit card, the card holder:

- will either receive a PIN by SMS, having requested this in accordance with the procedure set out for him/her by ING in the letter sent with his/her debit card;
- or receive at his/her home a sealed envelope inside which the PIN with which the debit card can be used is printed;
- or can make up his/her own PIN, at the branch when the debit card is handed over.

Such PINs are strictly personal and may not be communicated to a third party, without prejudice to the right of the card holder to use the services of a payment initiation service provider or of an account information service provider. A PIN can only be used with the debit card to which it is linked.

The card holder can change his/her PIN at certain Bancontact dispensers in Belgium and at electronic terminals. When the card holder changes his/her PIN, he/she takes care to abide by the Cautionary Advice annexed to these General conditions. If the holder forgets his/her PIN, a new PIN can be compiled; such new PIN will be sent to the card holder's home address.

**3.4.** The debit card remains the property of the Bank.

## Article 4 – Functions of the various debit cards and services linked to debit cards

### 4.1. Services which require a PIN

**A. Everyday transactions at ING branches:** with their debit card and PIN, card holders can carry out, at any ING branch in Belgium, any everyday banking transaction, over one or several current and/or ING Savings Accounts for which he/she is the holder or proxy, designated at the time of the debit card application. However, such transactions are limited to the funds available on the account firstly, and to an amount per transaction set by mutual agreement between the card holder and the Bank secondly. The card holder can also conclude contracts offered at any ING branch, in the name and on behalf of the account holder. However, such function does not apply to the debit cards "LimiCards" or to the debit cards "Deposit cards" (see below).

Transactions made from ING Savings Account(s) are however limited to cash withdrawals and transfers to ING current account(s) opened in

the name of the same holder as the ING Savings Account(s) or to any other ING Savings Account(s) or ING Lion Deposit(s) opened with ING in the name of the same holder as the ING Savings Account(s), of his/her spouse or a second-degree relative, domiciled at the same address as the holder.

In addition to the provisions of these General conditions, the special rules applicable to payment transactions carried out at ING branches are stipulated in the General Regulations and in the Special Regulations for Payment Transactions.

**B. Transactions carried out at the electronic terminals of ING Belgium:** with their debit card and PIN, card holders can access the electronic terminals of ING in Belgium to carry out any transaction which is offered there, including concluding contracts in the name and on behalf of the account holder.

Cash withdrawals from SelfBanks are debited immediately from the ING account to which the debit card is linked under same day value.

In addition to the provisions of these General conditions, the special rules applicable to payment transactions carried out at the electronic terminals of ING Belgium are stipulated in the General Regulations and in the Special Payment Transaction Regulations.

**C. Transactions carried out by means of debit cards Deposit Debit cards:** debit cards equipped with only the 'deposit' function only allow the depositing of cash at the 'cash in/cash out' terminals in ING branches in Belgium (see below, point E).

**D. Transactions carried out via the Bancontact network:** if the card holder benefits from the Bancontact function, he/she can:

1° carry out any transaction available at Bancontact dispensers in Belgium. Cash withdrawals from such dispensers are debited immediately from the ING current account to which the debit card is linked under same day value;

2° pay for his/her purchases at Belgian retailers equipped with a Bancontact terminal or the terminal of another compatible network. Payment is made by means of an electronic transfer instruction for an amount which is debited automatically and immediately (or sometimes with a slight delay) from the ING current account to which the debit card is linked under same day value.

3° make e-payments. Payment is made by means of an electronic transfer instruction for an amount which is debited automatically and immediately (or sometimes with a slight delay) from the ING current account to which the debit card is linked under same day value.

4° authorizing a vendor to record the client's debit card information (debit card number and expiry date) in the vendor's wallet by means of a strong authentication method in order to:

- enable the cardholder to perform transactions at the vendor without requiring strong authentication in addition to the strong authentication for introducing the card in the wallet
- enable the vendor to initiate recurring payments or instalments without requiring strong authentication by the cardholder

Such recurring payments is made by means of an electronic transfer instruction for an amount which is debited automatically and immediately (or sometimes with a slight delay) from the ING current account to which the debit card is linked under same day value.



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**E. Cash deposits at the 'cash in/cash out' terminals in some ING branches in Belgium:** by means of their PIN and debit card, card holders can deposit banknotes in euros on the account(s) linked to the debit card. The banknotes may not be folded, stapled, or attached with a paper clip; nor may they be crumpled. A maximum number of banknotes can be deposited per transaction but it is possible to make several deposits.

**F. Transactions carried out by means of the debit card Minute cards:** with a debit card Minute card it is only possible to withdraw cash from electronic terminals in ING branches in Belgium. The withdrawal must be made in one go for the total amount corresponding to the debit card limit. The debit card's ceiling is determined by mutual agreement between the Bank and the card holder within the limits of the minimum and maximum amounts set by the Bank and communicated to the card holder at the time of the debit card application. Several debit cards can be delivered per ING current account, up to a limit set by the Bank. The delivery of such debit cards is subject to a time delay, which means that it is not always possible to deliver them immediately. A debit card Minute Card is valid for 30 days following its delivery.

**G. Payment by debit card at a petrol station:** when paying by debit card at a petrol station, the exact payment amount is not known in advance. As a result, a certain fixed amount is reserved by the oil company on the account linked to the debit card. Except in the event of a technical error, this reservation is strictly limited to the period necessary for refuelling. The reserved amount, which may vary from one company to another, and which is usually higher than the real amount needed for refuelling, is in no case deducted from the account linked to your debit card. It is temporarily deducted from the balance available for other payments during this period. Once refuelling has been completed, the exact amount is known. This amount is debited from the account, and the reservation comes to an end at the same time. The available balance for the account is thus no longer affected by the reservation.

## **4.2. Services which require the use of a PIN (Maestro)**

If the card holder benefits from the **Maestro** function, he/she can:

1. At cash dispensers managed by Mastercard International in Belgium and geographic European countries (list of countries available on the [www.ing.be](http://www.ing.be) website and in-branch), perform all transactions which are allowed via such devices. This service can be accessed via the PIN. Cash withdrawals give rise to the debit of the ING current account linked to the debit card, either immediately or after a short delay. These cash dispensers can be recognised thanks to the Maestro logo.
2. Pay for purchases in stores equipped with a Maestro payment terminal in Belgium and geographic European countries (list of countries available on the [www.ing.be](http://www.ing.be) website and in-branch). This service can be accessed via the PIN. Payment occurs via electronic transfer order. The amount is debited either immediately or after a short delay from the ING current account linked to the debit card. These stores can be recognised thanks to the Maestro logo. The Maestro debit card may also be temporarily opened for acceptance outside Europe, on the customer's request.
3. Make payments online. Payment occurs via electronic transfer order. The amount is automatically debited either immediately or after a short delay from the ING current account linked to the debit card on the value date.

## **4.3. Services which do not require the use of a PIN**

At electronic terminals, the debit card gives access to the account statement printers.

Notwithstanding Articles 4.1, D. 2 and 4.2, certain terminals allow Bancontact or Maestro transactions to be performed without the need to enter a PIN. The restrictions applicable to this type of transaction can be found in the annex.

## **4.4. Contactless payments**

If your debit card has this functionality, "contactless" payments can be executed on compatible terminals. Except for the exceptions mentioned in the addenda to the present General Conditions, for payments smaller than 25 EUR, the transaction can be done without PIN code (with a maximum cumulative amount of EUR 50 for consecutive transactions without PIN code).

## **4.5 Payments via mobile telephone**

The debit card can be activated for QR Code based Bancontact payments as offered in the ING application for mobile phone.

The debit card can be activated via the mobile telephone for QR Code based Bancontact payments and contactless NFC payments in the 'Payconiq by Bancontact' application.

QR Code based Bancontact payments also permits payments between two people who are not vendors.

In that case, all rules applicable to the debit card also apply to the payments made via the mobile telephone.

## **4.6. Special restrictions on the use of debit card "Temporary card" and debit card "LimiCard"**

1° The use, functions and spending limits of a debit card "Temporary card" are identical to those of the ING debit card it temporarily replaces. Once delivered, a debit card "Temporary card" can be used for 30 days.

2° The debit card "LimiCard" functions are restricted to cash withdrawals, up to a limited amount, at Bancontact terminals and SelfBanks. The debit card "LimiCard" can only be used in Belgium.

**4.7.** The card holder and/or account holder detailed in Article 9 is liable with regard to the use of the services to which the card holder has subscribed.

**4.8.** In the limits and conditions linked to the services to which the debit card gives access, the payment transactions stipulated in the above provisions can be made in the currency (-ies) of the account(s) to which the debit card is linked and/or any currency in circulation in the country where the debit card was used.

**4.9.** When the debit card bears the Bancontact and Maestro brand logos, the cardholder may, in stores displaying the Bancontact and Maestro brand logos, choose to make his payment using the brand he wishes. To do so, the cardholder must make his choice known to the merchant before paying.



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## Article 5 – Spending limits

**5.1.** Transactions made at electronic terminals, cash dispensers and Bancontact terminals, Maestro dispensers and terminals in Belgium and abroad are carried out within limits of the available balance on the account firstly, and within the utilisation limits, per transaction and per 7-day period (and per day for cash withdrawals), set at the time of the card application, for the debit card and the account secondly plus, in the case of transactions outside Belgium, within the limits set by the local network manager.

When the spending limit is reached, or when the available balance on the account is insufficient, the payment transaction will be refused. The card holder will be notified immediately by a message displayed on the payment terminal, the ING electronic terminal or cash dispenser.

**5.2.** The current utilisation limits are notified to the card holder at the time of the card application. Within the minimum and maximum amount limits set by the Bank and notified to the card holder, the applicable ceilings can, at the card holder's request, and with ING's agreement, be adapted according to his/her own needs.

Furthermore, the card holder can, within the limit of the above-mentioned minimum and maximum amounts, apply to change the applicable ceilings in the following cases:

1° following the theft, loss, misappropriation or any unauthorised use of the debit card and/or the means for its use;

2° in the case of charging up to the account statements of any transaction carried out without his/her agreement.

Within the minimum and maximum amount limits set by the Bank and notified to the card holder, the applicable ceilings can also, at the card holder's request be adapted twice a year.

The account holder can:

- reduce or increase certain utilisation limits via the ING channels;
- enter certain limits temporarily valid from 1 to 7 days, via the ING channels.

## Article 6 – Consent form – Proof of electronic transactions – Irrevocability of orders

**6.1.** Consent to carry out transactions made by means of the debit card is given through the electronic signature.

**6.2.** The entering of the 4-digit PIN in the appropriate terminal, plus where appropriate the validation required by the said terminal, is equivalent to the card holder's electronic signature.

The account holder acknowledges that the file resulting from the use of the card holder's signature means constitutes the latter's electronic signature provided it was validated by ING's computer systems and recognised by the latter as having been made by the card holder and the signature means provided by ING are valid and have not been revoked or expired.

For all transactions, the account holder accepts that the electronic signature of the card holder – validated by ING's computer systems and recognised as originating from the card holder – meets the conditions for identifying the card holder and content integrity relating to a signature within the meaning of Article 1322, paragraph 2, of the

Civil Code and that a transaction bearing such an electronic signature has the same probative value as a written transaction signed by hand by the card holder and binds the card holder as such.

The card holder accepts that, provided the card holder's electronic signature is validated by ING's computer systems and recognised as originating from the card holder, all transactions bearing the card holder's electronic signature and received by ING through the channel of electronic services constitute valid and sufficient proof of his/her consent to the existence and contents of the relevant transaction, as well as conformance between the contents of the transaction as transmitted by the card holder and the contents of the transaction as received by ING.

The provisions of this article do not prejudice the right of the account holder and/or card holder to provide proof to the contrary through any legal channel, or the other provisions of these General conditions, in particular Article 9.3, 10° (burden of proof in the case of a disputed payment transaction). Similarly, they do not prejudice the powers of the card holder and any specific limits to such powers indicated on the "Management Powers" or "Management Mandate" documents of the account holder's account, as well as any amendments made to such powers and limits subsequently.

**6.3.** The card holder and/or account holder may not revoke a payment order after ING has received it or, in the case of a payment transaction initiated by or through the beneficiary (such as the retailer), after the payment instruction is transmitted or consent has been given for the execution of the transaction to the beneficiary, in accordance with Articles 6.1 and 6.2.

This provision does not prejudice Article 10 (refund of authorised payment transactions initiated by or through a beneficiary).

## Article 7 – Charges for services

**7.1.** The amount of the annual fee relating to the debit cards mentioned in these General conditions, likewise the charges linked to the use of the services to which these debit cards give access, are communicated to the card holder on paper or a durable medium when the debit card application was made and are also indicated in the "Charges applied to the main banking operations of private individuals" and the "Charges applied to the main banking operations of legal entities" leaflets available free of charge from any ING branch.

**7.2.** Depending on the services linked to the debit cards and the transactions made by means of it, the charges which may be applied are as follows:

a. *Use of the debit card over the counters of ING branches and at ING's electronic terminals*

Linking of these services to the debit card is included in the annual card fee for the debit card the account holder pays. Its use at ING branches and ING electronic terminals may be subject to a fee (see the "Charges applied to the main banking operations of private individuals" and the "Charges applied to the main banking operations of legal entities" leaflets").

The debit card "Deposit Card" is subject to payment, by the account holder, of an annual fee (see the "Charges applied to the main banking operations of private individuals" and the "Charges applied to the main banking operations of legal entities" leaflets").

b. *Bancontact*

Linking of the Bancontact services (payments and cash withdrawal function) to the debit card is included in the annual card fee for the



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debit card the account holder pays.

The use of the debit card at the Bancontact network of cash dispensers is subject to a fee (see the "Charges applied to the main banking operations of private individuals" and the "Charges applied to the main banking operations of legal entities" leaflets") irrespective of a possible supplement which some retailers may charge.

## c. *Maestro*

Linking of the Maestro services (payments and cash withdrawal function) to the debit card is included in the annual card fee for the debit card the account holder pays.

When a payment transaction is carried out in a currency other than the currency of the account(s) to which the debit card is linked, gives rise to a currency conversion on the basis of the agreed reference exchange rate plus - where appropriate - an exchange commission (see the "Charges applied to the main banking operations of private individuals" and the "Charges applied to the main banking operations of legal entities" leaflets").

The use of the debit card at the Maestro terminals and network of cash dispensers can be subject to a fee (see the "Charges applied to the main banking operations of private individuals" and the "Charges applied to the main banking operations of legal entities" leaflets") irrespective of a possible supplement which some retailers may charge.

**7.3.** The account holder authorises the Bank to automatically debit the ING current account to which the debit card is linked with all the charges and the annual fee(s) applicable in accordance with the current Charges.

**7.4.** The applicable fees and charges can be amended by the Bank according to the terms indicated in Article 12.

## Article 8 – Terms, communication and information content frequency

**8.1.** At any time during the contractual relationship, the card holder, the holder of the account and/or the user are entitled to obtain the contractual terms and conditions applicable to the services linked to the debit card, on paper or any durable medium.

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

**8.2.** With a view to enabling the card holder and/or the account holder to reasonably monitor the state of spending made by means of the debit card and, where appropriate, notification as stipulated in Article 9.2, 1° (notification of unauthorised transactions, errors or irregularities) information about the payment transactions made by means of the debit card is provided to the card holder and/or account holder according to the terms and frequency agreed between the parties and at least once a month.

Such information relates to:

- elements which allow the card holder and/or the account holder to identify each payment transaction made by means of the debit card and, where appropriate, information on the beneficiary of the transaction;
- the amount of the payment transaction expressed in the currency in which the current account to which the debit card is linked is debited or in the currency used in the payment instruction;
- the amount of the total costs 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 currency conversion;

- the value date of the debit.

The 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.

## Article 9 – Obligations and liabilities of the Bank, the card holder, the account holder respectively

**9.1.** The card holder undertakes to:

1° abide by the Cautionary Advice annexed to these General conditions, of which they are integral part;

2° use the debit card in accordance with the conditions in force at the time of its use, within the utilisation limits granted on it; therefore, in particular, the card holder must ensure not to exceed the available utilisation limit;

3° to prevent the fraudulent use of electronic payment systems, the card holder undertakes to take reasonable measures to protect the confidentiality of his/her personalised security credentials - in particular PIN code - and to no pass them on to any third party, without prejudice to the right of the card holder to use the services of a payment initiation service provider or of an account information service provider. In particular, the PIN may not be noted in any easily recognisable form, notably on the debit card or an item or document kept or carried by the card holder. Non-observance of this rule constitutes gross negligence, without prejudice to the assessment of courts and tribunals;

4° with a view to preventing misuse by a third party, keep the debit card safe and, for instance, not to leave it in a car or a public place, except, in the latter case, if it is in a locked cupboard or drawer. A public place means any place to which many people have access, without necessarily being a place open to the public;

5° where appropriate, to destroy the old debit card it replaces;

6° when aware of the loss, theft, misappropriation or any unauthorised use of the debit card and /or the means allowing its use (such as the PIN), immediately notify the Bank (during the branch's opening hours) or Card Stop by telephone (7 days a week, 24 hours a day on 070 344 344 or +32 70 344 344 when calling from abroad).

**The telephone call to Card Stop or ING HelpDesk shall be recorded by an automated system. Any data thus recorded has the value of proof in the event of a dispute and is stored in accordance with article 14 (protection of privacy), without prejudice to articles VI.83 and VII.2, Section 4 of the Code of Economic Law.**

Within the meaning of these General conditions, "loss" or "theft" means any involuntary dispossession of the debit card. "Misappropriation" or "any unauthorised use" means any unlawful or unauthorised use of the debit card and/or the means which allow its use, even when the debit card is still in the card holder's possession.

7° report the theft, loss, misappropriation or unauthorised use of the debit card and/or the means which allow use of the debit card, if possible within 24 hours to the local official authorities, whether Belgian or foreign. The card holder must provide the Bank or equensWorldline,



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at their request, with the proof, as well as the references of the complaint or the report. The card holder undertakes to communicate all information necessary for the investigation to the Bank or equensWorldline. However, the failure to comply with the obligations of this Article 9.1, 7° is not considered, as such, as a gross negligence.

8° not revoke a payment order after the Bank has received it or, in the case of a payment transaction initiated by or through the beneficiary (such as the retailer), after having transmitted the payment instruction or consented to the execution of the transaction to the beneficiary, in accordance with Article 6.1. This provision does not prejudice Article 10 (refund of authorised payment transactions initiated by or through a beneficiary);

**9.2. The account holder** has the following obligations:

1° he/she must notify the Bank of any unauthorised transaction recorded on his/her account statements, as well as any error or irregularity on the said account statements. Such notification must be confirmed in writing.

Once the information relating to the disputed transaction has been provided or made available to him/her, the account holder that becomes aware of an unauthorised transaction or incorrectly executed transaction giving rise to a claim, shall obtain rectification from the Bank only if he/she notifies the Bank of such transaction without undue delay and no later than thirteen months after the debit date, unless, where applicable, the Bank has not provided or made available the information relating to this transaction according to the agreed manner. If the notification has not been made in writing, the written confirmation stipulated in the first paragraph of this Article can be made by the account holder after the expiry of the periods mentioned.

Where the account holder is not a consumer within the meaning of Article 1, the above-mentioned period of thirteen months after the debit date of the transaction is reduced to two months.

2° he/she will be liable, up to a maximum of 50 euros, for the losses linked to any unauthorised payment transaction following the use of the lost, stolen or misappropriated debit card, until the notification mentioned in Article 9.1, 6°, first paragraph has been given.

However, the account holder does not bear any loss - and the limit of 50 EUR is therefore not applicable - if:

- the loss, theft or misappropriation of the debit card could not have been detected by the card holder before payment (referring in particular to cases of forgery of the debit card, copying, hacking, skimming, etc. of the debit card data), unless the card holder and/or the account holder has/have acted fraudulently;

- the loss is due to the acts or lack of action of an employee or agent of the Bank or of equensWorldline

3° he/she will bear all losses caused by unauthorised payment transactions until the notification referred to in Article 9.1, 6°, first paragraph has been given, if such losses stem from the fact the card holder and/or the account holder has, intentionally or following gross negligence, not met one or several obligations incumbent upon him/her pursuant to the provisions of this article. In that case, the ceiling of 50 euros mentioned in the above point 2° does not apply.

In particular gross negligence is considered to be non-observance of the provisions stipulated in Articles 9.1, 3° (take reasonable measures to protect the confidentiality of the personalised security credentials) and 9.1, 6°, first paragraph (immediately notifying the Bank or Card Stop of the loss, theft, misappropriation or any unauthorised use of the

debit card and/or the means allowing its use), without prejudice to the competence of courts and tribunals to decide in final instance.

Furthermore, the Bank wishes to draw the account holder's attention to the fact that other facts or behaviour, whether or not they result from non-observance by the card holder and/or the account holder of his/her obligations under these General conditions, could be qualified as gross negligence, according to all the circumstances under which they occurred or happened, as decided the courts and tribunals in the final instance.

4° notwithstanding the provisions of the above points 2° and 3°, the account holder will not suffer any loss for payment transactions that do not require the use of strong customer authentication, in particular the use of a PIN.

However, this exception does not apply if it is established that the card holder and/or the account holder acted fraudulently.

5° if the card holder and/or the account holder acted fraudulently, the account holder bears all losses resulting from unauthorised payment transactions both before and after the notification mentioned in Article 9.1., 6°, first paragraph was given (notwithstanding the Bank's obligation to take all necessary measures to prevent the use of the debit card);

6° the account holder may not revoke a payment order after the Bank has received it or, in the case of a payment transaction initiated by or through the beneficiary (such as the retailer), after having transmitted the payment instruction or consented to the execution of the transaction to the beneficiary, in accordance with Article 6.1. This provision does not prejudice Article 10 (refund of authorised payment transactions initiated by or through a beneficiary).

Furthermore, all contractual provisions agreed with the Bank for such transactions also apply and, in particular, those relating to the funding of orders giving rise to a debit, and those relating to possible debit balances on the accounts used;

**9.3. The Bank** has the following obligations:

1° to ensure the availability, at all times, of the appropriate means to enable the card holder to give the notification mentioned in Article 9.1, 6°, first paragraph and, where applicable, to request the unblocking of their debit card if this is still technically possible.

The cost of replacing the debit card is mentioned in the "Charges applied to the main banking operations of private individuals" and the "Charges applied to the main banking operations of legal entities" leaflets and shall be charged to the account holder;

2° to take all necessary measures to prevent any use of the debit card as soon as it (or Card Stop) is notified of the loss, theft, misappropriation or any unauthorised use of the debit card and/or the means which allow its use.

3° to provide, upon request, the card holder and/or account holder, within eighteen months from the notification mentioned in Article 9.1, 6°, first paragraph, proof that the card holder duly gave such notification;

4° to ensure that the personalised security credentials linked to the debit card are not accessible to third parties who are not authorised to use it, without prejudice to the obligations of the card holder mentioned in Article 9.1;



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5° except in the case of fraud, gross negligence or intentional breach on the part of the card holder and/or the account holder of one or more obligations incumbent upon them pursuant to Articles 9.1 and 9.3, to cover, above the amount of 50 euros to be borne by the account holder, the losses linked to unauthorised transactions carried out before the notification mentioned in Article 9.1, 6°, first paragraph;

6° to cover the losses sustained by the account holder when:

- the loss, theft or misappropriation of the debit card could not be detected by the card holder before payment, unless the card holder and/or the account holder acted fraudulently;

- the losses are due to the acts or lack of action of an employee or agent of the Bank or of equensWorldline;

7° except in the case of fraud by the card holder and/or the account holder, to cover the losses linked to unauthorised payment transactions carried out after the notification mentioned in Article 9.1, 6°, first paragraph;

8° except in the case of fraud by the card holder and/or the account holder, to bear the consequences stemming from the use of the debit card by an unauthorised third party in the event of non-observance of one of the obligations stipulated in points 1°, 3° and 4° of this Article 9.4;

9° unless it is established that the card holder and/or the account holder acted fraudulently to bear the losses resulting from an unauthorised transaction if this transaction did not require the use of strong customer authentication, in particular the use of a PIN;

10° when, in accordance with the provisions of Article 9.3, 1°, the account holder disputes that a payment transaction was authorised or alleges that a payment transaction was not correctly executed, it 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 recorded and booked and that it was not affected by a technical or other deficiency.

Transactions carried out by means of the debit card are automatically recorded in a log or electronic medium. The Bank, the card holder, the user and the account holder recognise the probative force of the log in which the data relating to all transactions at cash dispensers or terminals, and/or the electronic medium which may replace or supplement it.

For each transaction at a cash dispenser or payment terminal for which a printed document with the details of the transaction can be delivered, such document has value of proof.

The above provisions do not prejudice the right of the card holder and/or the account holder to provide proof to the contrary through any legal channel, or the imperative or public order legal provisions which may lay down special rules with regard to proof of electronic transactions carried out by means of the debit card.

11° The amount of the Bank's intervention in the event of a transaction not executed, poorly executed or unauthorised is set as follows:

a) in the event of non-execution or incorrect execution of a payment transaction made by means of the debit card, the Bank will refund, where appropriate and without delay, the account holder with the amount of the payment transaction not executed or badly executed and restore the account debited to the state it would have been in if the faulty payment transaction had not occurred. The value date of the

crediting corresponds to the value date of the debiting of the initial transaction.

The Bank will also be liable for any charges and interest possibly borne by the account holder due to the non-execution or incorrect execution of the payment transaction, provided such charges and interest are justified by probative documents.

The account holder will only obtain correction of a transaction not executed or badly executed if he/she notified their claim in due time, in accordance with the provisions of Article 9.3, 1°.

b) in the case of an unauthorised payment transaction, the Bank will refund the account holder without delay with the amount of the unauthorised transaction, by restoring the account debited to the state it would have been in if the unauthorised payment transaction had not occurred. The value date of the crediting corresponds to the value date of the debiting of the disputed transaction. This provision is without prejudice to the obligations and liabilities of the card holder and the account holder as stipulated in Articles 9.1 and 9.2.

c) similarly, in those cases referred to in paragraph 6 (loss, theft or misappropriation of debit card not detectable by the card holder before payment) and 9 (use of debit card without strong customer authentication, in particular without a PIN) and unless the card holder and/or the account holder acted fraudulently, it reimburses the account holder, without delay, the sum necessary to return the debited account to the position it was in before use of the lost, stolen or counterfeit debit card within the meaning of Article 9.2, 2°, second paragraph and 9.3, 6° of these General Conditions, or used without strong customer authentication of the card holder (in particular without a PIN), under the correct value date .

d) in addition to the amounts mentioned in the above paragraphs, the Bank must also repay the account holder for any other financial consequences, such as the amount of the costs borne by the account holder to determine the indemnifiable compensation, provided the amounts claimed in this regard are justified by probative documents.

Notwithstanding the above provisions, 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 legislations.

In addition, when the account holder is not a consumer as defined in Article 1, the liability of the Bank in the event of non-execution or incorrect execution of a transaction is only incurred in the event of gross misconduct or wilful wrongdoing in its services. In this case, the liability is in all circumstances limited to the direct damage established by the account holder and excludes any indirect damages, in particular but without limitation, for lost gains, opportunity loss, loss of customers and harm to reputation.

12° the Bank will refrain from sending a debit card to the customer unless he/she has made a prior request, except in the case of renewal or replacement of an existing debit card;

13° to keep an internal register of payment transactions for a period of at least ten years from the execution of the transactions, without prejudice to other legal provision with regard to the provision of supporting documents;

14° whatever the case it accepts liability for any serious or deliberate error on the part of its departments.



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## Article 10 – Refund of authorised payment transactions initiated by or through the beneficiary

10.1. The account holder is entitled to the refund of an authorised payment transaction, initiated by or through the beneficiary and which has already been executed, provided the following cumulative 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 exceeded the amount which the account holder could reasonably expect taking account of his/her past spending pattern, the conditions stipulated in the applicable contractual provisions and relevant circumstances of the matter. However, the account holder cannot invoke reasons linked to an exchange transaction if the agreed reference exchange rate was applied (see the “Charges applied to the main banking operations of private individuals” and the “Charges applied to the main banking operations of legal entities” leaflets”).

At the request of the Bank the card holder and/or the account holder will provide factual elements relating to such conditions.

If the refunding conditions are met, the refund will correspond to the total amount of the payment transaction executed. The value date of the crediting corresponds to the value date of the debiting of the transaction.

10.2. To obtain the refund mentioned in Article 10.1, the account holder must file his/her refund request, within eight weeks from the date on which the funds were debited.

Within a period of ten bank working 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 account holder is free to file a complaint with the bodies mentioned in Article 15 of these General conditions.

10.3. Notwithstanding the above provisions, the account holder is not entitled to a refund when:

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 was 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 beneficiary.

10.4. The right to a refund stipulated in Articles 10.1 and 10.2 do not apply when the account holder is not a consumer within the meaning of Article 1 of these General conditions.

## Article 11 – The Bank’s right to block or withdraw the debit card – Debit card restitution – Debit card renewal

11.1. The Bank reserves the right to block the use of the debit card or to withdraw it for objectively motivated reasons relating to the security of the debit card or if an unauthorised or fraudulent use of the debit card and/or the means which allow its use is suspected.

11.2. When the Bank exercises its right to block the use of the debit card or to withdraw it, it will inform the card holder and/or the account holder by letter, through notification included in account statements or

any other way it deems appropriate according to the circumstances and, if possible before the debit card is blocked, otherwise immediately afterward, unless the provision of such information is contradicted by objectively motivated security reasons or if it is prohibited pursuant to the applicable legislation.

11.3. When the reasons justifying the blocking of the debit card no longer exist, the Bank will unblock or replace it.

11.4. The card holder or the user undertake to return the debit card to the Bank if it is blocked or the account to which the debit card is linked is closed, or at any other motivated request of the Bank.

11.5. The debit card is valid until the last day of the month and year indicated on it. Unless the card holder and/or the account holder notify the Bank otherwise three months before the expiry date indicated, or in the event the Bank notifies its refusal in accordance with Article 13.3, a new debit card will be delivered to the card holder before the end of the previous debit card’s validity, and made available to him/her according to the terms mentioned in Article 3.2.

## Article 12 – Amendment to the General conditions and Charges

12.1. Any amendments to these Regulations and the applicable charges will be agreed between the Bank, firstly, as well as the card holder and the account holder, secondly.

For that purpose, the Bank will inform the card holder and the account holder of the proposed amendments, by post (ordinary or registered) or on any durable medium, for example, an e-mail sent to the last (postal or electronic) address of the card holder and account holder known to the Bank, and this at least two months before the said amendments come into force.

If the card holder or the account holder does not agree with the proposed amendments, he/she has the right to terminate the use of the debit card at any time until the date when the changes would have applied, free of charge and with immediate effect. He/she can also claim a refund of the annual fee mentioned in Article 7 in proportion to the period left to run, from the month following that during which he/she terminated the use of the debit card.

The card holder and the account holder are deemed to have accepted the proposed changes if they have not notified the Bank, before the proposed date for entry into force of these changes, that they do not accept them.

12.2. Notwithstanding Article 12.1, changes to exchange rates based on interest rates or reference exchange rates agreed between the parties (the “Charges applied to the main banking operations of private individuals” and the “Charges applied to the main banking operations of legal entities” leaflets”) can apply immediately and without prior notice.

The card holder and the account holder are notified as promptly as possible of any change to the interest rate by post (ordinary or registered), e-mail, message included in account statements or on any durable medium, for example, an e-mail sent to the last (postal or electronic) address of the card holder and account holder known to the Bank, or by means of a display in ING branches or in any other way the Bank deems fitting, depending on the circumstances. Nonetheless, changes to interest rates or exchange rates which are more favourable to the customer can be applied without prior notice.

## Article 13 – Duration and termination of the contract

13.1. The contract relating to the delivery and use of the debit card is





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concluded for an indefinite period.

**13.2.** The card holder and/or account holder can terminate the contract relating to the delivery and use of the debit card free of charge and without any justification, and with immediate effect.

The contract can be terminated at the branch of the account holder or via the Phone/Bank services.

**13.3.** The Bank can terminate the contract without any justification, subject to two months notice, to be sent by post (ordinary or registered) or on any durable medium, for example, an e-mail sent to the last (postal or electronic) address of the card holder and account holder known to the Bank,.

This provision does not prejudice any legal provisions of a public order requiring the Bank to terminate the contract and/or to take special measures in exceptional circumstances, nor does it prejudice Articles 11.1 (right to block the use of the debit card or to withdraw it for objectively motivated reasons) and 11.4 (restitution of the debit card or closing of the account to which it is linked).

**13.4.** The account holder is entitled to a refund of the annual fee mentioned in Article 7 in proportion to the period left to run, from the month following that during which the contract is terminated.

In the event of termination, the debit card must be cut in two and returned to the Bank immediately. The account holder will bear the amount of payment transactions carried out by means of the debit card until it is returned to the Bank.

**13.5.** The period of notice mentioned in Article 13.3, paragraph 1, and the right to a refund mentioned in Article 13.4 do not apply if the account holder is not a consumer, within the meaning of Article 1.

## Clause 14 – Protection of privacy

The Bank processes personal data communicated or made available to it pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (hereinafter "European Regulation"), and to the Belgian legislation on personal data protection and implementing decrees thereof.

### 14.1. Processing of data by the Bank

In addition to the other data processed (originating, where applicable, from external sources, public or otherwise) by the Bank mentioned in Rule 6 (Privacy Protection) of the Bank's General Transaction Regulations, the personal data of the account holder or debit cardholder that are communicated:

- when the debit card is being applied for or received;
- when the debit card is being used;
- any time loss or theft of the debit card is reported and/or the personal identification number disclosed;
- any time the terms and conditions of use of the debit card and/or personal identification number are amended;
- or when this agreement is terminated

are processed by the Bank for purposes relating to central customer management, management of accounts and payments, granting and managing credit (where applicable), intermediation (insurance, leasing and/or other products or services of partner companies; list available

on request) (where applicable), marketing (including research and statistics) of banking, insurance and/or financial services (including leasing) and/or of other products or services (where applicable supplied by other partner companies; list available on request) offered by the Bank, overview of the customer base and also for monitoring transactions and preventing irregularities.

The Bank also processes them for other purposes (secondary, where applicable) and those of the processing mentioned in Rule 6 (Privacy Protection) of the Bank's General Transaction Regulations.

### 14.2. Communication of data by the Bank

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

- the persons appointed by the account holder or cardholder,
- independent agents of the Bank, acting in its name and on its behalf;
- companies whose involvement is necessary for achievement of the Bank's purposes stated in Clause 14.1, in particular:

- for management of payment and debit card transactions, in particular: equensWorldline (registered office in Belgium), Swift SCRL (registered office in Belgium), MasterCard Europe SPRL (registered office in Belgium), and payment clearing and settlement institutions (Centre d'Echange et de Compensation ASBL ("CEC") and Systèmes technologiques d'échange et de traitement SA ("STET"));

- for the personalization of debit cards: Gemalto SA (registered office in France);

- for the archiving of paper or electronic versions of the data: OASIS Group (registered office in Belgium);

- computing/electronic management (including security): ICT suppliers, such as Unisys Belgium SA (registered office in Belgium), IBM Belgium SPRL (registered office in Belgium), Adobe (registered office in Ireland), Contraste Europe VBR (registered office in Belgium), Salesforce Inc. (registered office in the USA), Ricoh Nederland BV (registered office in the Netherlands), Fujitsu BV (registered office in the Netherlands), Tata Consultancy Services Belgium SA (registered office in Belgium and in India), HCL Belgium SA (registered office in Belgium), Cognizant Technology Solutions Belgium SA (registered office in Belgium), Getronics BV (registered office in the Netherlands), ING Tech Poland (registered office in Poland);

- for marketing activities: Selligent SA, Bisnode Belgium SA and Social Seeder SPRL (all with registered office in Belgium) along with, where applicable, external call centres (particularly for enquiries);

- for the management of payment and credit incidents: those individuals carrying out amicable recovery of consumer debt and who, to this end, under Article 4(1) of the Law of 20 December 2002 on amicable recovery of consumer debt, are registered with the Federal Public Service, Economy, SMEs, Self-Employed and Energy

- companies of the ING Group, with registered office in the European Union or otherwise,

- related insurance companies, or

- the Bank's other partner companies (list available on request), which are based in a Member State of the European Union, for and on behalf of which the Bank offers products or services, in the case of signing up for said products or services or an interest expressed in said products or services by the data subjects;

- insurance companies accredited in Belgium (for which the Bank does not act as intermediary) and the public authorities or agencies in connection with the prevention of fraud, the Bank being confined to confirming that a person is or not the holder of an account number, the contact details of the person or the associated account numbers being disclosed by the insurance company or the public authority or agency in question, including:

- o Federal Pensions Service



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O National Social Security Office  
O National Office for Annual Leave (ONVA)  
O Social Fund and Horeca Sector Guarantee  
O Federal Agency for Family Allowances – (FAMIFED)  
O Famiwal  
O Kind & Gezin  
O Kindergeld

- relevant authorities  
- those credit institutions, financial institutions and equivalent institutions referred to in Article 5.6 of the Bank's General Regulations on Transactions under the conditions defined in this Article; and this, where applicable, in accordance with the following provisions.

These data may therefore be disclosed to the other companies in the ING Group, based or not in a Member State of the European Union and carrying on banking, insurance or financial activities and/or an activity continuing on from the former (list available on request), for the purposes of central customer management, marketing of banking, financial and insurance services (excluding sending advertising by e-mail, except with the consent of the data subject), overview of the customer base, supply of their services (where applicable) and monitoring of the regularity of transactions (including the prevention of irregularities).

Moreover, the data collected by the Bank in the capacity of insurance intermediary are also communicated to the insurance companies concerned that are outside the ING Group and have their registered office in another European Union Member State (in particular, NN Non-Life Insurance nv, NN Insurance Belgium SA, AON Belgium SPRL, Inter Partner Assurance SA, AXA Belgium SA, CARDIF(F), etc.) and to any agents they may have in Belgium (in particular, NN Insurance Services Belgium SA for NN Non-Life Insurance nv, with registered office in the Netherlands), provided that they are necessary for the purposes of assessment of the insured risk and, where applicable, conclusion and administration of the insurance policy, marketing of their insurance services (excluding the sending of advertising via e-mail), central management of customers and checking that transactions are within the rules (including the prevention of irregularities).

Likewise, they may also be communicated to insurance brokers acting as insurance intermediaries for the Bank, for the same purposes, excluding marketing.

The identification details of the beneficiary of the debit card and those relating to his/her debit card are also communicated to equensWorldline (debit card and debit card-transaction management company on the Bank's behalf) for the purposes of centralised customer administration, marketing of the products and services of other merchants, of an overview of the customer and for the making of payments in the name and on behalf of the Bank.

Data can therefore be transferred to a non-Member State of the European Union, which may or may not provide an adequate level of personal data protection, for example:

- the limited liability cooperative company Swift stores payment data in the US, which is subject to US legislation;
- some payment data that are communicated to equensWorldline are subsequently communicated by the latter to his affiliates in Morocco and India, which act as subcontractors of equensWorldline;
- some data are communicated to ING Group companies outside the European Union.

Nevertheless, the Bank only transfers data to non-Member States of the European Union that do not ensure an adequate level of protection

in the cases provided for in applicable legislation on privacy protection, for example by including amended terms and conditions in the contract, such as those covered by Article 46.2 of the European Regulation.

Accordingly, these data are communicated to equensWorldline, in the capacity of the bank's subcontractor for managing payment options in the name and on behalf of the Bank.

## 14.3. Rights of persons concerned

Any natural person can see and correct the data concerning him/her. He/she can also request their deletion or a limitation on their processing, and can object to their processing. Lastly, he/she also has the right to data portability.

Any natural person may object, free of charge and simply on request, to the processing of the data concerning them by the Bank for the purposes of direct marketing (whether direct marketing of banking, financial (including leasing) and/or insurance services or the direct marketing of other products or services (where applicable, supplied by other partner companies; list available on request) offered by the Bank) and/or to the communication of those data, for the same purpose, to other companies of the ING Group, to equensWorldline and/or to related insurers in the European Union and to their agents in Belgium. He/she can also object, for reasons relating to his/her specific situation, to the processing of personal data about him/her for statistical purposes.

## 14.4. ING confidentiality declaration and other applicable privacy-protection regulations, the Bank's Data Protection Officer and the supervision authority

For any additional information on the personal data-processing conducted by the Bank and, in particular, on the individual automated decisions taken by the Bank (including profiling), on the recipients of data, on the lawfulness of processing, on the processing of sensitive data, on the protection of premises by surveillance cameras, on the requirement to provide personal data, on the terms and conditions for the exercise of rights recognized to any person concerned and on the retention of data by the Bank, the person concerned can consult:

- Rule 6 (Privacy Protection) of the Bank's General Transaction Regulations, and
- the "ING confidentiality declaration for privacy protection" appended to the aforementioned Regulations.

For any questions on the processing of personal data by the Bank, any person concerned can contact the Bank via its usual channels of communication:

- by connecting to the Bank's Home'Bank/Business'Bank or ING Smart Banking services and, where applicable, sending a messages with the subject "Privacy" to those services,
- by contacting his/her ING branch or his/her contact person within the Bank,
- by telephoning the following number: +32 2 464 60 02,
- by sending an email to [info@ing.be](mailto:info@ing.be) with the subject "Privacy".

In the event of a complaint about the processing of his/her personal data by the Bank, the person concerned can contact the Bank's Complaint Management service, sending a request with the subject "Privacy" and a copy of his/her identity card or passport to:

- the following address postal address:  
ING Belgique, Complaint Management, Cours Saint Michel 60, B-1040 Brussels,



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- the following address e-mail address: [plaintes@ing.be](mailto:plaintes@ing.be)

If he/she does not receive satisfaction or wants supplementary information on privacy protection, the person concerned can contact the Bank's Data Protection Officer at:

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

Any person concerned also has the right to make a complaint to the supervisory authority competent in matters of privacy protection, namely, for Belgium, the Belgian data protection authority (Rue de la Presse, 35, 1000 Brussels; [www.privacycommission.be](http://www.privacycommission.be)).

## Article 15 – Complaints – Legal and extra-legal recourse

**15.1.** Any complaint relating to the contract on the delivery and use of the debit card or transactions made by means of the debit card must be notified in writing to the ING branch of the account holder or, if satisfaction is not obtained, to the following address:

ING Complaint Management  
Cours Saint Michel, 60  
B-1040 Brussels  
Tel.: +32 2 547 61.02  
Fax: +32 2 547 83 20

The complaint may also be sent via e-mail to the following address: [plaintes@ing.be](mailto:plaintes@ing.be) or through the online form available on [www.ing.be](http://www.ing.be).

**15.2.** If the customer is a consumer and 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:

North Gate II, Boulevard du Roi Albert II 8  
B-1000 Brussels  
[www.ombudsfm.be](http://www.ombudsfm.be)  
E-mail: [Ombudsman@OmbudsFin.be](mailto:Ombudsman@OmbudsFin.be)

Customers can also contact the Direction Générale Contrôle et Médiation with the Service Public Fédéral Economie, P.M.E., Classes Moyennes & Energie, at the following address:

North Gate III Boulevard du Roi Albert II, 16  
1000 Brussels  
Phone: 02 277 54.85  
Fax: 02 277 52 11  
E-mail: [eco.inspec.fO@economie.fgov.be](mailto:eco.inspec.fO@economie.fgov.be)

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

## Article 16 – Applicable law and competent jurisdiction

**16.1.** All the rights and obligations of the card holder, the account holder, the user and the Bank are governed by Belgian law.

**16.2.** Without prejudice to imperative or public order legal provisions setting the rules for allocating competence, and in particular in the event of disputes with consumers, be the Bank plaintiff or defendant, it is authorised to bring or have brought any dispute relating to these General conditions, the related services and transactions performed

with the debit card before the courts of Brussels or those in the area in which its offices are located with which the business relations with the account holder are maintained directly or indirectly via a branch or office.

## PRECAUTIONARY ADVICE SAFE DEBIT CARD PAYMENTS USING YOUR PIN

### Your debit card: a useful and strictly person tool!

- Destroy debit cards that have expired. Similarly, destroy the old debit card as soon as you receive the new one.
- Keep your debit card with you or in a safe place. Never leave it in a public place (e.g. a gym), at work or in your car.
- Keep your withdrawal or payment vouchers. Always check your account statements as soon as you receive them. If you notice any anomaly, contact your Bank or the institution that sent you the account statement immediately.
- As far as possible, never let the debit card out of your sight when paying a retailer. Make sure your debit card is handed back after the transaction.
- Only use your debit card for its intended purposes.

**Learn your PIN by heart** as soon as you receive it (by letter or SMS) and immediately destroy the message it came with.

- Change your PIN at a cash dispenser as soon as possible.

When you choose your new PIN, do not pick a code that is too obvious (e.g., part of your date of birth, your town's postcode, the first four digits of your phone number, etc.).

Choosing the same PIN for all of your debit cards and access codes may seem more convenient, but it is clearly very risky.

- **Your PIN must remain a secret:** Therefore do not share it with anyone, not even a family member or friend, and certainly not with anyone supposedly acting in good faith. Nobody has the right to ask you for your PIN, be it your Bank, the police or an insurance company.
- **Never write down your PIN,** not even in coded form, e.g., by disguising it as a fake telephone number.
- **Enter your PIN away from prying eyes,** whether at a cash dispenser or in a shop. Always make sure that nobody can see what you are doing, e.g., by shielding the keypad with one hand. Do not let anyone distract you. If you notice anything unusual, inform your Bank or the shop keeper concerned immediately.
- If you have reason to believe that your PIN is no longer secret, change it immediately at a cash dispenser. If you are not able to change the PIN, contact your Bank at once.
- Remember, you do not need to enter your PIN to get access to a SelfBank area. If you are asked to enter your PIN, do not enter the SelfBank area and inform your bank immediately.

### What to do if a debit card is lost, stolen or something else occurs

Inform Card Stop at once by calling **+32 70 344 344** (or the number



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provided by your Bank). This service can be reached 24 hours a day, 7 days a week, and will block your debit card immediately. If you call from abroad and you do not have a touch-tone telephone at your disposal, just wait until the end of the menu. An operator will then answer your call. Write down the reference number for your call given by Card Stop. This will be useful in processing your file. If your debit card is lost or stolen, make sure that an official report is drawn up by the local police and ask for a copy or the full references for that report.

If your debit card is swallowed up by a cash dispenser, make sure that a stop is put on the debit card at once (Card Stop **+32 70 344 344**).

**More information?** Your Bank will be happy to provide you with additional information about its specific products and services.

## Tips for safe payment

- **Keep your debit card with you or in a safe place.**
- **Your PIN must remain a secret: Never share it with anyone and do not write it down.**
- **Enter your PIN away from prying eyes.**
- **Change your PIN if you think somebody else knows it.**
- **Immediately report any anomalies in your account statement.**
- **Immediately contact Card Stop (+32 (0)70 344 344) if your debit card is lost, stolen or something else occurs (e.g., it is swallowed up by a cash dispenser).**

Always keep the Card Stop telephone number at hand (e.g., in the memory of your mobile phone) or learn it by heart. In an emergency, you can find it on most ATMs.

ING Belgium SA/nv – Bank - Registered office: Avenue Marnix/Marnixlaan 24, B-1000 Brussels - VAT BE 0403.200.393 – Brussels Register of Companies - Tel. +32 2 547 21 11  
Internet: [www.ing.be](http://www.ing.be) - E-mail: [info@ing.be](mailto:info@ing.be) - BIC (SWIFT address): BBRUBEBB - Account IBAN: BE45 3109 1560 2789 © Mod. CONDGEN E 01/07/2019 - Publisher: Philippe Wallez, Avenue Marnix/Marnixlaan 24, B-1000 Brussels



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## Addenda For application for an ING debit card

### Services

By default, the following services are granted on an application for an ING debit card: SelfBank access, withdrawals and payments via payment methods whose logo appears on the debit card.

Either the card holder or the Bank may refuse certain services.

### Default limits (1)

#### Cash withdrawal and spending limits

	18 years or over (3)	16-17 years (2)	Up to 16 years (2)
Daily cash withdrawal limit	EUR 650	EUR 125	EUR 50
Weekly cash withdrawal limit	EUR 2,500	EUR 125	EUR 50
Weekly spending limit	EUR 5,000	EUR 500	EUR 50

#### (Deferred) transfer limits

	18 years or over	16-17 years	Up to 16 years
Weekly transfer limit	EUR 5,000	EUR 500	EUR 50

(1) Limits can be changed by the card holder or the legal representative as stipulated in Art. 5 of the General conditions.

(2) When the card holder reaches the age of 16 or 18 years, the limits are automatically adjusted.

(3) For certain vending machines, the maximum cash withdrawal may be below these limits.

#### Limits applicable to Bancontact and Maestro transactions not requiring a PIN (contact and contactless):

- Maximum amount per transaction : EUR 25
  - Exceptions for Maestro transactions :
    - Parking EUR 50
    - Tollways EUR 100
- Maximum cumulated amount for consecutive transactions not requiring a PIN: EUR 50

