

I. TERMINOLOGY - APPLICABLE LEGAL FRAMEWORK

Art. 1 - Terminology

The following terms are used in the general conditions below:

- the credit card = the ING Card;
- the ING Card account = the ING account to which the credit card and the arranged overdraft on an ING Card account apply and to which the credit card is linked¹;
- ING = the credit card issuer and lender, i.e. ING Belgium SA/ nv, Bank, Avenue Marnix 24, 1000 Brussels – Brussels RPM/ RPR – VAT 0403.200.393, credit card issuer;
- the Company = equensWorldline SA/ NV, Chaussée de Haecht 1442, 1130 Brussels, company managing ING Card Transactions and Cards on behalf of ING; on behalf of ING, the Company also processes claims resulting from fraudulent use of the credit card based on rules and procedures established by the Company;
- the Card Holder = the natural person in whose name and for the use of whom the Card is issued by ING;
- the Borrower = the natural person who is the beneficiary of the arranged overdraft on an ING Card account¹
- "MasterCard Europe": refers to MasterCard Europe SPRL, Chaussée de Tervueren 198A, B-1410 Waterloo, which manages the network of ATMs and terminals that make up the MasterCard network.
- The "Payment Order": any instruction requesting the execution of a payment transaction.
- The "Payment Transaction": the action consisting in depositing, transferring or withdrawing funds irrespective of any obligations between the parties involved in the transaction underlying the Payment Transaction.
- "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 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 a PIN), possession (something only the user possesses,

such as a bank card) and inherence (something the user is, such 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.

Art. 2 – Applicable legal framework

Art. 2.1. The ING Card arranged overdraft¹ on an ING Card account is an explicit credit line on an ING Card account linked to an ING Card. It is subject to the legal provisions relating to consumer credit contained in Book VII of the Code of Economic Law (hereinafter referred to as "the law"), entitled "Payment and credit services".

Except in so far as these General Conditions expressly waive the same and without prejudice to legal provisions of public order, the provisions of ING's General Regulations and Special Payment Operation Regulations shall apply to the ING Card and to the ING Card account.

Art. 2.2 At any time in the contractual relationship, the Card Holder is entitled to obtain the contractual terms applicable to the services linked to the cards in paper form or on another Durable Medium.

Furthermore they are available on the website www.ing.be.

II. PROVISIONS SPECIFIC TO THE CARD

Art. 3 – Allocation and provision of credit card and PIN

Art. 3.1 – credit card applications are made by the Card Holder.

Before granting a credit card, ING consults the following file: the Register of the Central Office for Credits to Private Individuals held by the National Bank of Belgium, Boulevard de Berlaimont 14, 1000 Brussels.

ING reserves the right to refuse to grant the credit card without having to explain its decision. The signing of the application to grant the credit card and services which can be linked to it implies acceptance of these Regulations, the General Regulations of the Bank as well as the Special Regulations for Payment Transactions.

¹ If an individual seeks an arranged overdraft without a credit Card or a credit Card without an ING Card credit, he



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or she is invited to contact his or her ING branch.

Art. 3.2 – The credit 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 credit card and/ or any means which allows its use.

When the credit card is sent by post, the holder has 30 days from the date on which the notice stating that the credit card is to be sent by post appears on their account statements to indicate that it has not been received, by contacting ING Client Services.

When the credit card is provided at ING branches, the Card Holder may, at the time of requesting the credit card or after ING has informed him or her of the delivery of the credit card at an ING branch, request the credit card be sent to him or her at a given address, in Belgium or abroad. However, ING reserves the right to refuse to post the credit card and confine itself to providing it at its branches.

ING can only act on a request to send the credit card by the Card Holder if this is accompanied by the appropriate form duly completed and signed by the Card Holder.

On the request of the Card Holder, ING shall send the credit card by recorded delivery with acknowledgement of receipt. All credit card postage expenses are payable by the Card Holder.

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

Once the credit card and/or the means which allow its use have been received by the Card Holder, the Card Holder is liable for all commitments and receivables resulting from its granting and use, in accordance with the provisions of these General Conditions, in particular Article 9.1.

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

Art. 3.3 After receiving the credit card, the cardholder:
- either requests the PIN and/or credit card activation by SMS, in accordance with the procedure laid out by ING in the letter accompanying the card;

- or receives a sealed envelope at their home address, which inside contains the printed PIN. The credit card will then be activated from the first use of the PIN in accordance with the procedure laid out by ING in the sealed envelope;

- or uses the credit card with the old PIN. The credit card will then be activated from the first use of the PIN in accordance with the procedure laid out by ING in the letter accompanying the card;

- or creates their own PIN in branch as soon as the credit card is delivered. The credit card is then activated immediately.

When the Card Holder changes his/her PIN, he/she takes care to abide by the Cautionary Advice annexed to these General Conditions.

The ING Card Reader may be requested by the cardholder via his or her ING branch, ING client services or via www.ing.be. Once a transaction has been signed electronically by the cardholder via the ING Card Reader and his or her credit card, the procedure which permits the cardholder to protect online transactions with the aid of a password shall no longer be available for the cardholder in question.

Art. 4 – Functions of the credit card and the other (electronic) channels

Art. 4.1 – The credit card enables the Holder to pay for products or services offered by companies affiliated to the MasterCard network, both in Belgium and abroad, upon presentation of the credit card and authentication using the method proposed by the retailer (e.g. PIN or signature of a slip).

Art. 4.2 – By presenting the credit card and signing a voucher the Card Holder may withdraw cash from certain bank branches both in Belgium and abroad (see also Art. 7.2).

Art. 4.3 – By using the credit card and PIN, the Holder may also withdraw money from ATMs and pay for purchases in stores equipped with an electronic payment terminal, both in Belgium and abroad (see also Art. 7.2).

Art. 4.4 – The Card Holder may purchase goods or services by remote communication means such as by telephone, post, fax, the internet, etc.

Art. 4.5 – The Card Holder benefits from a permanent cash reserve linked to his or her ING Card. From an ING branch or via ING's Home'Bank or Smart Banking services (as governed by the General Terms &



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Conditions of Use for those services attached to the General Regulations and appendixes), and depending on the available balance on the ING Card, the Card Holder can transfer money from the permanent reserve to another current account of his or her choice in Belgium.

Art. 4.6 - The credit card enables its holder to provide a guarantee in the context of certain services where the payment of a deposit is customary (hotel booking, car rental, for example); the retailer may, in this case, ask to provisionally reserve in its favour a certain sum equivalent to the value of the guarantee. This sum is charged to the monthly limit on credit card expenditure.

Art. 5 - Utilisation conditions and limits

Art. 5.1 – The Holder is informed of the utilisation limits upon applying for the credit card. The credit card may only be used by the Holder in accordance with the conditions in force at the time of use and within the utilisation limits granted and communicated to him/ her.

Consequently, in particular, the Card Holder must ensure the available utilisation limit is not exceeded.

The credit card is personal and non-transferable. As a safety precaution, it must be signed with indelible ink upon receipt by the Card Holder.

Art. 5.2 - Within the minimum and maximum amounts set by ING and notified to the Holder, the applicable ceilings can at the request of the Holder and in agreement with his/ her own ING branch be changed to suit 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 credit 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 ING and notified to the Card Holder, the applicable ceilings can also, at the Card Holder's request, and with the ING branch's agreement, be adapted twice a year.

However, in the event of an increase in the limits corresponding to the amount of the arranged overdraft on the ING Card account granted by ING, a new Credit Agreement must be entered into with ING (subject to prior approval of your application by ING) in accordance with the provisions of Article 17.

Art. 6 - Consent form – Proof of electronic transactions – Irrevocability of orders

Art. 6.1 - Depending on the service type used and without prejudice to the assumption envisaged in Article 6.3, consent to the execution of Transactions carried out by means of the credit card is given either by electronic signature or by manually signing the sales voucher presented by the retailer.

Art. 6.2 - The entry of the 4-digit PIN in an appropriate terminal (with this including an ING Card Reader), completed with the validation required by this terminal, is considered equivalent to the electronic signature of the cardholder.

The Card Holder acknowledges that the file resulting from the use of his/ her signature means constitutes his/ her electronic signature provided it was validated by the IT systems of the Company and/ or ING and recognised by the latter as having been made by the Card Holder and that the signature means provided by ING are valid and have not been revoked or expired.

For all transactions, the Card Holder accepts that the electronic signature – validated by the IT systems of the Company and/ or ING 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 electronic signature is validated by the IT systems of the Company and/ or ING 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 consistency between the contents of the

transaction as transmitted by the Card Holder and the contents of the transaction as received by the Company and/ or ING.

Art. 6.3. The Card Holder accepts that the communication to the retailer of the credit card number and expiry date, plus where appropriate the credit card Verification Value (CVV) and MasterCard Secure Code password (see Article 3.3) constitutes a Payment Order given by the Card Holder to the retailer. In the event of dispute, the Company may prove the authenticity of the Order by any legal means, without prejudice to Article 6.4 and to Article 9 in the event of third-party fraud upon the loss, theft, misappropriation or unauthorised use of the credit card and/ or the means allowing its use.

Art. 6.4. The above provisions do not prejudice the right of the Card Holder to provide proof to the contrary by any legal means, nor the other provisions of these General Conditions, in particular Article 9.2, 10^o (regarding the burden of proof in the event a Payment Transaction is disputed).

Art. 6.5. The Card Holder may not revoke a Payment Order after the Company and/ or ING has (have) received it or, in the case of a Payment Transaction initiated by or through the payee (e.g. the retailer), after the Payment Order has been transmitted or consent to the execution of the transaction has been given to the payee, in accordance with the provisions of Articles 6.1 to 6.3.

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

Art. 7 - Service charges

Art. 7.1 – The credit card is issued with a fee covering the use of the credit card as means of payment. This fee is payable annually for each calendar month started and is payable in advance on an annual basis. The amount of this fee, as well as the charges for using the services to which the credit card gives access, are set out in the leaflet "Charges applied to the main banking operations of private individuals".

If the Customer has expressly agreed to pay the fee by direct debit, said fee will be debited from the ING Card account after the credit card has been issued on the first day of the month following that during which the ING Card Agreement was entered into. This amount will then be billed annually.

In the event of termination of the Agreement, the Bank shall refund the annual fee on a pro rata basis according to the remaining period, starting from the month following that during which the Agreement was terminated.

Art. 7.2 - Foreign-currency Transactions are translated into the expenditure statement currency at a rate set by ING. This rate is based on the officially published exchange rate of the European Central Bank on the day the Company receives these Transactions. For any Transaction performed abroad in a non-EMU currency, the exchange rate shall be increased by an exchange-rate margin of which ING shall inform the payee/ Card Holder. See "Charges applied to the main banking operations of private individuals" available free of charge from any ING branch.

For any cash withdrawal, apart from the amount withdrawn, the expenditure statement shall include a commission calculated on this amount, of which ING shall inform the Card Holder (see "Charges applied to the main banking operations of private individuals" available free of charge from any ING branch and the brochure ING Card – Holder's Guide, provided with the Card).

Art. 7.3 – The applicable fees and charges can be amended by the Bank according to the terms indicated in Article 12.

Art. 8 – Provision and payment of statements of expenditure

Art. 8.1 An ING Card expense statement is sent to the cardholder by post at the end of each month. This statement summarises the operations carried out by the cardholder with his or her credit card and recorded by the Company since the preparation of the previous statement, the movements recorded on the ING Card account during the same period (debtor or creditor transactions by transfer, standing order or direct debit order), with the total amount due and the new available credit limit.

The cut-off time for transactions, including movements, to be included on the monthly ING Card statement is 8 p.m. on the 19th calendar day of each month. The statement is drawn up on the basis of the transactions, including movements, recorded between the cut-off time (8 p.m.) on the 19th calendar day of the previous month and 8 p.m. on the 19th calendar day of the month in which the statement is drawn up.

The amount of the operations, including debtor

movements recorded accordingly on the expense statement, are taken into account on the 28th calendar day of each month following the drawing up of the expense statement. The amounts of the creditor movements are recorded in the account in accordance with the provisions of Article 8 of the Special Regulations for Payment Operations.

The Transaction information involves:

- elements which allow the Card Holder to identify each Payment Transaction made by means of the credit card and, where appropriate, information on the payee of the Transaction;
- the amount of the Payment Transaction expressed in the currency in which the current account to which the credit card is linked is denominated or in the currency used in the Payment Order;
- 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 after such currency conversion.

Art. 8.2. The expense statements are paid on the basis of the procedure agreed between ING and the cardholder at the time of application for the credit card and are mentioned in the Special Conditions of the ING Card as well as, if necessary, in Article 23 of these General Conditions.

Art. 9 - Respective obligations and liabilities of the Card Holder and Bank

Art. 9.1 - Card Holder obligations

Art. 9.1.1 - With the signature he/ she affixes to the credit card application and the credit card, and without prejudice to the provisions of this Article 9 and mandatory legal provisions, the Card Holder accepts in his/ her own name all the commitments and obligations resulting from the granting and use of the credit card, with or without the PIN.

He/ she recognises that (all) Account Holder(s) and him/ herself shall be bound jointly and indivisibly for these commitments and obligations towards ING and the Company.

The heirs and assigns of the Card Holder shall be bound jointly and indivisibly for all commitments and obligations resulting from the use of the credit card.

The Card Holder is liable for the communication of information about the credit card, when such a communication is not for the purpose of immediately purchasing goods and services, such as reservations, guarantees, rentals, emergency check out, etc. However, this provision applies without prejudice of Article 9.1.2, 10°, second paragraph and 12° (no liability for the Card Holder in the cases referred to by this provisions, except for fraud of the Card Holder).

Art. 9.1.2 - The Card Holder has the following obligations:

1° The Holder undertakes to comply with the Cautionary Advice which is annexed to these General Conditions and which is an integral part hereof.

2° The credit card may only be used by the Holder in accordance with the conditions in force at the time of use and within the utilisation limits granted and communicated to him/ her;

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 not 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. He/she must not note it down in a form which is easily recognisable, in particular on the credit card itself or on an item or document kept or carried by the Card Holder with the credit card. Non-compliance with this rule is considered as gross negligence by ING and the Company, without prejudice to jurisdictional assessment of courts.

4° With a view to preventing misuse by a third party, the Card Holder undertakes to keep the credit 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° The Card Holder undertakes to sign the back of the credit card in indelible ink on the space for that purpose upon its receipt and, where appropriate, to destroy the old credit card it replaces.



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6° When aware of the loss, theft, misappropriation or any unauthorised use of the credit card and/ or the means allowing its use (such as the PIN), to immediately notify the Bank (during the branch's opening hours) or credit 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 credit 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 credit card. "Misappropriation" or "any unauthorised use" means any unlawful or unauthorised use of the credit card and/ or the means which allow its use, even when the credit card is still in the Card Holder's possession.

7° The Holder must declare the loss or theft of the credit card and/ or the disclosure of the means allowing its use to the official local authorities, if possible within 24 hours and provide the Company with the proof and references of the statement if so requested. The Card Holder also undertakes to communicate to the Company any information required for the investigation. However, the failure to comply with the obligations of this Article 9.1.2, 7° is not considered, as such, as a gross negligence.

8° The Card Holder undertakes not to revoke a Payment Order after such Order has been received by the Company or Bank or, in the case of a Payment Transaction initiated by or via the payee, e.g. the retailer, after having sent the Payment Order or agreed to the execution of the Transaction by the payee in accordance with the provisions of Article 6. This provision does not prejudice Article 10 (refund of authorised payment Transactions initiated by or via a payee);

9° The Card Holder undertakes to read the expenditure statements sent to him/ her. He/ she may not initiate proceedings against the Company or ING for not having monitored his/ her expenses except if gross negligence or deliberate intent on the part of ING is demonstrated.

The Holder must notify the Bank of any unauthorised transaction recorded on his/ her account statements,

as well as any error or irregularity on the said statement(s). 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 Card 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 Card Holder after the expiry of the periods mentioned.

10° The Card Holder shall bear, to the extent of a maximum of 50 euros, the losses relating to any unauthorised Payment Transaction after the use of the lost, stolen or misappropriated credit card carried out either before the day when notification referred to in Article 9.1.2, 6°, first paragraph is submitted (in the case of manually recorded Transactions), or before the actual time of telephoning (in the case of electronic Transactions).

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

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

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

11° He/she shall bear all losses caused by unauthorised Payment Transactions until the notification referred to in Article 9.1.2, 6°, first paragraph has been given, if such losses stem from the fact the Card 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 10° does not apply.

Without prejudice to the competence of the sovereign judgement of the courts and tribunals, the following in particular are regarded as gross negligence:

- the User making a note of his or her code and/or



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password in an easily recognisable form, and, in particular, on the credit card itself or on an object or document kept or carried with the Card;

- failure to notify immediately the Bank or credit card Stop of the loss, theft, misappropriation or any unauthorised use of the credit card and/or the means allowing its use.

Furthermore the Bank wishes to draw the Card Holder's attention to the fact that other actions or behaviour, whether or not they result from non-observance by the Card 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 by the courts and tribunals in the final instance.

12° Notwithstanding the provisions of the above points 10° and 11°, and notwithstanding Article 9.1.1, 4th paragraph, the Card Holder shall not bear 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 acted fraudulently.

13° If the Card Holder has acted fraudulently he/ she shall bear all losses resulting from unauthorised Payment Transactions performed both before and after the notification referred to in Article 9.1.2, 6°, first paragraph (notwithstanding the obligation for the Bank to take all steps needed to prevent use of the Card).

Art. 9.2 - Obligations of the Bank

1° The Bank shall ensure the availability, at all times, of the appropriate means to enable the Card Holder to give the notification mentioned in Article 9.1.2, 6°, first paragraph and, where applicable, to request the unblocking of the credit card if this is still technically possible.

The cost of replacing the credit card is mentioned in the "Charges applied to the main banking operations of private individuals";

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

3° It shall provide, upon request, the Card Holder, within eighteen months from the notification

mentioned in Article 9.1.2, 6°, first paragraph, proof that the Card Holder duly gave such notification;

4° It shall ensure that the Personalised security credentials linked to the credit 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 9.1.2;

5° except in the case of fraud, gross negligence or intentional breach on the part of the Card Holder of one or more obligations incumbent upon him/ her pursuant to Articles 9.1.2, it shall cover, above the amount of 50 euros to be borne by the Card Holder, the losses linked to unauthorised Transactions carried out before the notification mentioned in Article 9.1.2, 6°, first paragraph;

6° it shall cover the losses sustained by the Card Holder when:

- the loss, theft or misappropriation of the credit card could not be detected by the Card Holder before payment, unless the Card Holder acted fraudulently;

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

7° except in the case of fraud by the Card Holder, it shall cover the losses linked to unauthorised Payment Transactions carried out after the notification mentioned in Article 9.1.2, 6°, first paragraph;

8° except in the case of fraud by the Card Holder, to bear the consequences stemming from the use of the credit 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 9.2;

9° unless it is established that the Card Holder acted fraudulently, it shall 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 9.1.2, 9°, the Card Holder disputes that a Payment Transaction was authorised or alleges that a Payment Transaction was not correctly executed, the Bank or the Company acting on behalf of the Bank undertakes to show, through any legal channel (internal recordings or 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.



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Transactions carried out by means of the credit card are automatically recorded in a log or electronic medium. The Bank and the Card 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 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 credit card.

11° The amount of the Bank's intervention in the event of a Transaction not executed, improperly 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 credit card, the Bank shall refund, where appropriate and without delay, the Card Holder with the amount of the Payment Transaction not executed or incorrectly 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 shall also be liable for any charges and interest possibly borne by the Card Holder due to the non-execution or incorrect execution of the Payment Transaction, provided such charges and interest are justified by probative documents.

The Card Holder shall only obtain rectification of a Transaction not executed or badly executed if he/ she notified their claim in due time, in accordance with the provisions of Article 9.1.2, 9°.

b) in the case of an unauthorised Payment Transaction, the Bank shall refund the Card 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 does not prejudice the obligations and liabilities of the Card Holder as described in Article 9.1.2.

c) similarly, in those cases referred to in paragraph 6 (loss, theft or misappropriation of credit card not detectable by the Card Holder before payment) and 9 (use of credit card without Strong customer authentication, in particular without a PIN) and unless the Card Holder acted fraudulently, it reimburses the Card 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 credit card within the meaning of Article 9.1.2, 10°, second paragraph and 9.2, 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 the above paragraphs, the Bank must also refund the Holder for any other financial repercussions, provided the amounts claimed in this respect are established using documents with evidential value.

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.

12° The Bank shall refrain from sending a credit card to a Client unless this has requested it beforehand, except in the event of renewal or replacement of an existING Card;

13° it shall 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 provisions with regard to the supply of supporting documents;

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

Art. 10 - Refunding of authorised Payment Transactions initiated by or through the Payee

Art. 10.1. The Card Holder is entitled to the refunding of an authorised Payment Transaction, initiated by or through the payee and which has already been executed, provided the following concurrent conditions are met:



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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 did not exceed the amount which the Card Holder could reasonably expect taking account of his/ her past spending, the conditions stipulated in the applicable contractual provisions and relevant circumstances of the matter. However, the Card 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" leaflet).

At the request of the Bank, the Card Holder shall provide the factual information relating to such conditions.

If the refunding conditions are met, the refund shall 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.

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

Within a period of ten working days following receipt of the refund request, the Bank shall either refund the total amount of the Payment Transaction, or justify its refusal to refund. In the latter case, the Card Holder is free to file a complaint with the bodies mentioned in Article 15 of these General Conditions.

Art. 10.3. Notwithstanding the above provisions, the Card 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 payee.

Art. 11 – The Bank's right to block or withdraw the credit card – credit card restitution – credit card renewal

Art. 11.1 - The Bank reserves the right to block the use of the credit card or to withdraw it for objectively

motivated reasons relating to the security of the credit card or if there is the presumption of unauthorised or fraudulent use of the credit card and/ or the means allowing its use or a significantly increased risk that the Card Holder may be unable to discharge his/ her payment obligations.

Art. 11.2 - When the Bank exercises its right to block the use of the credit card or to withdraw it, it shall inform the Card Holder by letter (ordinary or registered), e-mail and, through an expenditure statement or any other way it deems appropriate according to the circumstances and, if possible before the credit 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.

Art. 11.3 - When the reasons justifying the blocking of the credit card no longer exist, the Bank shall unblock or replace it.

Art. 11.4 - The Card Holder undertakes to return the credit card to the Bank if it is blocked or the account to which the credit card is linked is closed, or at any other motivated request of the Bank.

Art. 11.5 - The credit card is valid until the last day of the month and year indicated on it. Unless the Card Holder notifies 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 credit card shall be delivered to the Card Holder before the end of the previous card's validity, and made available to him/ her according to the terms mentioned in Article 3.2.

For security reasons, the Card Holder undertakes to sign the new credit card in indelible ink upon receipt of the new credit card and to destroy the old one.

Art. 12 - Amendment of the General Conditions and Charges

Art. 12.1. Subject to the provisions of these General Conditions regarding the arranged overdraft on an ING Card account associated with the credit card (particularly Article 20), any modifications to these General Conditions and/or to the applicable tariffs shall be agreed between the Bank, on the one hand, and the Card Holder on the other.

For that purpose, the Bank shall inform the Card Holder of the proposed amendments, by post



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(ordinary or registered), e-mail, 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, at least two months before the said amendments come into force.

If the Card Holder does not agree with the changes proposed, he or she has the right to terminate the use of the credit card at any time until the date when the changes would have applied, free of charge and with immediate effect. They are also entitled to a pro rata refund of the annual charge referred to in Article 7.1 for any period still to run from the month after use of the credit card is terminated.

The Card Holder 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.

Art. 12.2. Notwithstanding Article 12.1, changes to exchange rates based on the reference exchange rate agreed between the parties (see the "Charges applied to the main banking operations of private individuals" leaflet) 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.

Art. 13 - Duration and termination of the contract

Art. 13.1. The contract relating to the delivery and use of the credit card is concluded for an indefinite period.

Art. 13.2. The Card Holder can terminate the contract relating to the delivery and use of the credit card free of charge and without any justification, and with immediate effect.

Termination must be submitted to the Card Holder's ING branch to ING Client Services or via ING's HomeBank or Smart Banking services (as governed by the General Terms & Conditions of Use for those services attached to the General Regulations and appendixes)

Art. 13.3. The Bank can terminate the contract without any justification, subject to two months notice, to be sent by post (ordinary or registered), e-mail, 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 credit card or to withdraw it for objectively motivated reasons) and 11.4 (restitution of the credit card or closing of the account to which it is linked).

Art. 13.4. In the event of termination of the Agreement, the Bank shall refund the annual fee on a pro rata basis according to the remaining period, starting from the month following that during which the Agreement was terminated.

In the event of termination, the credit card must be cut in two (the microchip must also be cut in two) or returned to the Bank.

If the Card Holder fails to immediately destroy the credit card or return it to the Bank, the Card Holder is responsible for any subsequent payment transactions carried out with the credit card. He/ she undertakes to cancel any direct debit for supply agreements paid for with the credit card.

Art. 13.5. The preceding provisions shall be understood without prejudice to the provisions relating to the arranged overdraft on an ING Card account linked to the credit card, in particular, Article 21.

Art. 14 - Privacy protection

The personal data which are communicated or made available to ING are processed by ING in compliance with the European Regulation of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (hereinafter the "European Regulation") and the Belgian law on privacy protection and its implementing orders.

14.1. Data Processing by ING

Apart from other data processed (originating where applicable from external sources, public or not) by ING,

mentioned in Article 6 (Privacy Protection) of ING's General Regulations on Transactions, the data of the cardholder and relating to the credit card which are communicated:

- at the time of the application for or receipt of the card;
 - at the time of any use of the card;
 - at the time of any reporting of loss or theft of the credit card and/or of the PIN;
 - at the time of any change to the terms of use of the credit card and/or of the PIN;
 - or at the time of withdrawal or return of the card
- 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.

They are also processed by ING for the other processing purposes (where applicable, secondary purposes) mentioned in Article 6 (Privacy Protection) of ING's General Regulations on Transactions.

14.2. Communication of data by ING

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

- the persons designated by the cardholder;
- ING's independent agents, acting for and on its behalf;
- the companies whose involvement is necessary, for carrying out ING's purposes mentioned in Article 14.1, in particular:
 - for management of payment transactions and cards, in particular: the company equensWorldline SA (Belgium), Swift SCRL (in Belgium), MasterCard Europe SPRL (Belgium), along with the payment compensation and settlement bodies (Centre d'Echange et de Compensation ASBL ("CEC"), Systèmes technologiques d'échange et de traitement SA ("STET"));
 - for personalisation of the ING Card: Gemalto (France/Netherlands);
 - for authorisation of transactions and the supply of information on credit Card statements: SIA (Italy);
 - for the archiving of your data in "paper" or electronic format: OASIS Group (in Belgium);

- for IT/electronic management (including security): ICT suppliers such as Unisys Belgium SA (based in Belgium), IBM Belgium SPRL (based in Belgium), Adobe (based in Ireland), Contraste Europe VBR (based in Belgium), Salesforce Inc. (based in the USA), Ricoh Nederland BV (based in the Netherlands), Fujitsu BV (based in the Netherlands), Tata Consultancy Services Belgium SA (based in Belgium and India), HCL Belgium SA (based in Belgium), Cognizant Technology Solutions Belgium SA (based in Belgium), Getronics BV (based in the Netherlands), ING Tech Poland (based in Poland);
- for marketing activities: Selligent SA, Bisnode Belgium SA and Social Seeder SPRL (all based in Belgium) and also, where applicable external call centers (in particular, in connection with inquiries);
- 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

- Allianz AWP P&C S.A., rue des Hirondelles 2, B-1000 Brussels, in the context of conclusion by ING of the insurance contract in favour of the latter's beneficiaries and management of this contract,
- ING Group companies based or not in the European Union,
- associated 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:
 - Federal Pensions Service
 - National Social Security Office
 - National Office for Annual Leave (ONVA)
 - Social Fund and Horeca Sector Guarantee
 - Federal Agency for Family Allowances – (FAMIFED)
 - Famiwal
 - Kind & Gezin
 - Kindergeld
- relevant authorities
- those credit institutions, financial institutions and



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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).

Furthermore, the data collected by ING as insurance intermediary are also communicated to the insurance companies concerned which are external to the ING Group and which are based in a Member State of the European Union (in particular, NN Non-Life Insurance nv, NN Insurance Belgium SA, AON Belgium SPRL, Inter Partner Assurance SA, AXA Belgium SA, CARDIF(F), etc.) and any representatives thereof in Belgium (in particular, NN Insurance Services Belgium SA for NN Non-Life Insurance nv), provided they are necessary for the purposes of assessment of the insured risk and, where applicable, conclusion and management of the insurance contract, marketing of their insurance services (to the exclusion of sending advertising by e-mail), central customer management and control of the regularity of Transactions (including the prevention of irregularities). Similarly, they may also be communicated to insurance brokers acting as insurance intermediaries for ING.

The identification details of the beneficiary of the credit card and those relating to their credit card are also communicated to the Company (equensWorldline SA, company managing ING Cards and transactions of the ING MasterCard on behalf of ING) for the purposes of central customer management, marketing or products and services of other operators (barring objection, on request and at no cost, by the person concerned, to direct marketing) and ensuring a customer overview, and also for the execution, for and on ING's behalf, of payments.

Data may be transferred to a country which is not a Member State of the European Union ensuring or not an appropriate level of protection of personal data, for example:

- The limited liability cooperative company Swift stores payment data in the US, which is subject to US legislation;
- some payment details which are communicated to equensWorldline SA are communicated by the latter, in turn, to other companies in the Worldline Group in Morocco and India, who act as subcontractors of equensWorldline SA.
- some data which are communicated to ING Group companies outside the European Union.

However, ING transfers data to a non-Member country of the European Union which does not provide an appropriate level of protection only in those cases provided for in the applicable legislation on privacy protection, for example, providing for adapted contractual provisions as referred to in Article 46.2 of the European Regulation.

14.3. Rights of data subjects.

Any natural person may, at no cost, read the data concerning them and, where applicable, have these corrected.

They may also request erasure of these data or a restriction on processing activity, and also object to the processing of these data. And lastly, they have rights 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 associated insurers in the European Union and to their representatives in Belgium. They may also object, for reasons relating to their particular situation, to the processing of personal data concerning them for statistical purposes.

14.4. ING's declaration of confidentiality and other provisions applicable for privacy protection, ING's Data Protection Officer and supervisory authority
For any further information about the processing of personal data carried out by ING and also, in particular, about automated individual decision-making by ING (including profiling), recipients of data, the lawfulness of processing activities, the processing of sensitive data, the protection of premises using surveillance cameras, the requirement to provide personal data, the terms and conditions of exercise of those rights recognised as held by any data subject and the keeping of data by ING, the data subject may consult:



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- Article 6 (Privacy Protection) of ING's General Regulations on Transactions, and
- "ING's declaration of confidentiality for privacy protection", reproduced as an appendix to the aforementioned Regulations.

For any query about the processing of personal data by ING, any data subject may contact ING using ING's usual channels of communication:

- by logging on to ING Home'Bank/Business'Bank or ING Smart Banking services and where appropriate, by sending a message using these services, citing "Privacy" as the subject,
- by contacting their ING branch or contact person at ING,
- by calling the following number: +32 2 464 60 02,
- by sending an e-mail to info@ing.be, putting "Privacy" in the subject line.

In the event of any complaint about the processing of their personal data by ING, the data subject can contact ING's Complaint Management department, sending their request citing "Privacy" as its reference, with a copy of their identity card or passport:

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

If this is not handled to the satisfaction of the data subject or if the data subject requires additional information about privacy protection, the data subject may contact ING's data protection contact (also known as the Data Protection Officer, or DPO):

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

Any data subject also has the right to file a complaint with the relevant supervisory authority in privacy protection matters, namely, for Belgium, the Privacy Commission (Rue de la Presse, 35, B-1000 Brussels; www.privacycommission.be).

Art. 15 – Complaints – Legal and extra-legal recourse

Art. 15.1. Any complaint relating to the contract on the delivery and use of the credit card or transactions made by means of the credit card must be notified in writing to **the ING branch of the Card Holder**

or to the Company:

equensWorldline SA/ NV
Chaussée de Haecht 1442,

1130 Brussels
Phone: 02/205.85.85

Art. 15.2. If the Client does not obtain satisfaction from the Bank, he/ she may file a complaint, free of charge.:

- Online complaints :
<https://www.ombudsfin.be/en/individuals/introduce-complaint/>
 - Complaints by letter : Boulevard du Roi Albert II n°8 bte. 2 1000 Brussels
 - more information via e-mail : Ombudsman@OmbFin.be
by phone : 02 545 77 70
- Website :
<http://www.ombudsfin.be/fr/particuliers/contact/>

Clients can also contact the Direction de l'Inspection économique with the Public Fédéral Economiedepartment, P.M.E., Classes Moyennes & Energie, at the following address:

- Online complaints via contact point :
https://pointdecontact.belgique.be/meldpunt/en/welcom_e
- Complaints by letter : SPF Economie, P.M.E., Classes moyennes et Energie Direction générale de l'Inspection économique Boulevard du Roi Albert II 16 1000 Brussels
- more information
 - By phone : 02 277 54 85
 - Website:
http://economie.fgov.be/fr/litiges/plaintes/Ou_coment_introduire_plainte/

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

Art. 16 – Applicable law and competent jurisdiction

Art. 16.1. All the rights and obligations of the Card Holder and of the Bank are governed by Belgian law.

Art. 16.2 - Subject to mandatory legal or public policy provisions laying down rules for the allocation of jurisdiction and, in particular, in the event of disputes with consumers, the Bank, whether it is the plaintiff or the defendant, shall be authorised to refer or arrange for the referral of any disputes relating to the provisions of this Article, point II, the associated departments and/or the transactions made using the credit card to the Courts of Brussels or to those which have jurisdiction in the location of the registered office



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with which the business relationship with the Accountholder is conducted directly or indirectly via an ING branch or branch office.

III PROVISIONS APPLICABLE TO THE ARRANGED OVERDRAFT LINKED TO THE ING Card

Art. 17 – Drawing up and execution of the credit agreement

Art. 17.1 - The ING Card Credit Agreement shall be entered into, where necessary remotely, via its signing by all of the contracting parties, in accordance with the law.

After signing, the credit agreement shall immediately be submitted to the beneficiary of the credit free of charge. Where necessary, one copy shall be submitted to each of the contracting parties with a distinct interest, to each guarantor and to the credit intermediary.

Anyone who would like a credit Card without an arranged overdraft subject to the law on consumer credit should contact their ING branch.

Art. 17.2. ING is obliged to implement the agreement as soon as the requested conditions are fulfilled and all of the sureties have been provided.

Art. 17.3. As soon as the credit agreement has been concluded in accordance with the above, the opening of the arranged overdraft forming the object of the same shall replace and annul any arranged overdraft subject to the law which was previously available to the beneficiary in the same account with ING.

Art. 17.4. If the beneficiary of the credit line subscribes to an insurance policy at the same time as he or she concludes the credit agreement, he or she shall remain free to choose the intermediary and the insurance company. Insurance cover is never mandatory.

Art. 17.5. The beneficiary of the credit hereby declares that the information provided to ING within the context of concluding the credit agreement is accurate and undertakes to inform ING without delay during the execution of the credit agreement of all events of a nature to have a negative influence on his or her repayment capacity, financial situation or solvency.
Each beneficiary of the credit or guarantor

undertakes to notify ING immediately of any change in address.

In the event that he/she fails to comply with this obligation, he/she further authorises ING – without any obligation upon ING arising as a result – to invoke this agreement in order to submit any request for an address concerning him/her to the relevant authority, at his/her expense.

Art. 18 – Usual commitments and guarantees - Joint and several liability and indivisibility

Art. 18.1. The beneficiary of the credit and each guarantor hereby assign to ING, in compliance with legal limits and formalities, all receivables which they possess or shall possess against:

- tenants, farmers or other persons with a lien or personal right on movable or immovable property belonging to him/ her;
- insurance companies;
- banks and financial institutions;
- employers and social security bodies;
- payers of wages and alimony;

and, generally, all amounts which may be owed to them for whatever reason.

If the beneficiary of the credit and/ or a guarantor fail to fulfil any of their obligations to ING, the latter may, without prior notice or demand for payment and at the expense of the defaulting party, notify to or serve notice of the above assignment on the debtors of the assigned receivables, which from this moment onwards may only be validly discharged by payment to ING.

The beneficiary of the credit and each guarantor undertakes to provide ING, on request, with any information and any documents relating to these receivables. He or she authorises ING to collect such information or documents from third-party debtors of the assigned receivables.

Art. 18.2 - The heirs and assigns of any Borrower are jointly and severally bound by all the commitments resulting from the credit.

Art. 19 - Use of the arranged overdraft and account statements

Art. 19.1. ING's arranged overdraft on an ING Card account is an explicit line of credit whereby ING allows to the beneficiary holding an ING Card account with ING to access funds which exceed the available balance of this account, subject to the credit limit agreed in the Special Conditions of the ING Card credit agreement. The arranged overdraft on an ING Card

account is also linked to the use of the ING Card. This arranged overdraft is provided via the provision of funds with the option to reuse the margins which have become available again. All drawdowns and repayments of the arranged overdraft, as well as all interest, fees and indemnities (in particular, those mentioned in this Article, point 19.2, and in Article 31 herein) will be debited from the ING Card account to which the arranged overdraft applies. However, the interest, fees and indemnities will not be capitalised, nor will they constitute a credit drawdown.

Art. 19.2. As from the bank business day following the date that all contracting parties sign the agreement, the beneficiary of the arranged overdraft, who is the holder of the ING Card account to which the arranged overdraft on an ING Card account applies, may draw down all or part of the amount of the arranged overdraft.

The arranged overdraft on an ING Card account may be used:

- by monthly direct debit on the ING Card account to pay the balance on the ING Card resulting from spending and withdrawals made with the credit card (withdrawals at a suitable MasterCard distributor or non-ING bank branch accepting MasterCard withdrawals or payments made to persons affiliated to MasterCard, such withdrawals and payments being the charging mechanisms for the ING Card);
- by transfer from the ING Card account to another account at an ING branch or via ING's Home'Bank or Smart Banking services. In this case, the amounts are debited directly from the ING Card account.

If the credit is drawn down via a transfer to another account, this transfer may only be executed 48 hours after the submission of the transfer order. The credit may not be drawn down via a post-dated transfer. If the transfer cannot be executed after the aforesaid 48-hour period has passed due to insufficient funds, the beneficiary of the credit shall be informed of this in writing.

Art. 19.3. The beneficiary of the arranged overdraft shall be notified monthly, by means of an account statement on paper or other durable medium, which is the statement referred to in the Article 8 of these General Conditions. In addition to the information mentioned in Article 8 of these General Conditions, this statement shall contain the following information:

1. the precise period to which the account statement relates;
2. the amounts of deductions and their dates;
3. the total outstanding amount of the previous

- statement and its date;
4. the new total outstanding amount;
5. the date and amount of the payments carried out by the customer;
6. the debtor rate(s) applied;
7. the distinct amounts of all fees applied;
8. where applicable, the minimum amount payable and the interest.

The cut-off time for transactions to be included on the monthly statement is 8 p.m. on the 19th calendar day of each month. The statement is drawn up on the basis of transactions performed with the beneficiary of the arranged overdraft's ING Card and other transactions performed by the beneficiary of the arranged overdraft by means of transfers from their ING Card account or transfers, standing orders or direct debits in favour of the ING Card account held by the beneficiary of the arranged overdraft. The statement is drawn up on the basis of the transactions, including movements, recorded between the cut-off time (8 p.m.) on the 19th calendar day of the previous month and 8 p.m. on the 19th calendar day of the month in which the statement is drawn up.

Any beneficiary who does not receive a monthly statement should ask ING for a duplicate.

Art. 19.4. The amount of the debit transactions so recorded on the statement is booked to the account on the 28th calendar day of each month following the issue of the statement (including the 28th calendar day of the month in which the statement is drawn up) or, if this is not a bank business day, the following business day; in all cases, the value date shall be the 28th calendar day of the month concerned.

Art. 20 - Interest, annual percentage rate (APR) and debit interest rate

Art. 20.1. Debit interest is calculated monthly, on the basis of the debit, interest rate, on amounts withdrawn by the beneficiary of the arranged overdraft on a day-to-day basis.

Art. 20.2. No debit interest shall be due on any amounts repaid (including the minimum obligatory repayment) before the 5th calendar day of each month following the month in which the statement referred to in Articles 8.1 and 19.3 of these General Conditions is drawn up. Interest is calculated monthly on capital amounts not repaid before the 5th calendar day of the aforementioned month, from the 28th calendar day of the previous month until the date that the amounts concerned are repaid in full. Interest payable is booked monthly, value-dated the 28th calendar day of each

month following the month in which the statement is drawn up.

Art. 20.3. The debit interest rate is applied on a nominal basis, on the assumption that each year comprises 365 days, whether or not it is a leap year (which means that, for a leap year, we account for interest over 366 days but divide that amount by 365).

The debit interest rate, expressed on an annual basis, is applied nominally to the remaining balance due, the daily debit interest rate being (debit interest rate x 1/365). The debit interest due for a number of days of drawdown of an amount of credit is therefore equal to the amount resulting from the following equation: remaining balance due x debit interest rate x N/365 where "N" is the number of days of drawdown of an amount of credit concerned.

Throughout the term of the credit facility, the debit interest rate is variable under the terms and conditions set out below, and within the limits of statutory maximum annual percentage rates (in accordance with the Royal Decree of 14 September 2016 on the costs, interest rates, duration and terms of repayment of credit agreements subject to the application of Book VII of the Code on Economic Law and to the fixing of benchmark indices for variable interest rates on mortgage loans and comparable consumer credit). For overdraft facilities, the benchmark index is the monthly average of the Euribor 3-month fixed by the European Money Markets Institute, EMMI (<https://www.emmi-benchmarks.eu>). Euribor is the acronym for Euro Interbank Offered Rate and corresponds to the average, which is unweighted but adjusted by extreme values, of offered rates (prime rates) by a panel of 57 banks covering the eurozone, and calculated at 11.00 am (Brussels time).

In the event of any change, unavailability or disappearance of the benchmark index (which refers to the Euribor 3-month), ING will advise the beneficiary of the new benchmark index in written form or using any other durable medium. This may be a document attached to account statements. A new benchmark index will be imposed by legislation.

If there is any downward adjustment to the statutory maximum annual percentage rates such that the debit interest rate applied by ING is higher than the aforementioned rates, the debit interest rate will be adjusted downward by ING, at the latest, on entry into force of the change to the statutory maximum annual percentage rates in accordance with the Royal Decree of 14 September 2016 on the costs, interest rates, duration and terms of payment of credit agreements subject to the application of Book VII of the Code on Economic Law and to the fixing of benchmark indices for variable

interest rates on mortgage loans and comparable consumer credit. Moreover, in other cases, ING reserves the right to adjust the debit interest rate, in an upward or downward direction, within 45 days of the entry into force of the change in maximum annual percentage rates in accordance with the Royal Decree of 14 September 2016 on the costs, interest rates, duration and terms of payment of credit agreements on mortgage loans and comparable consumer credit, and this, within the limits of the statutory maximum of annual percentage rates.

The aforementioned Royal Decree of 14 September 2016 stipulates that, every six months, at the end of March and at the end of September, the benchmark index (namely, the monthly average of the Euribor 3-month fixed by the European Money Markets Institute, EMMI (<https://www.emmi-benchmarks.eu>)) for the past month is compared with the benchmark that most recently gave rise to a change in the respective maximum annual percentage rates (the benchmark index for the month of March 2006 being considered the first benchmark index). When the benchmark index experiences a change of at least 0.75 points, the corresponding benchmark rate will be changed in the same direction and by the same number of percentage points. The new maximum annual percentage rate is equal to this benchmark rate rounded to the nearest unit or half-unit. The new maximum annual percentage rates along with the corresponding new benchmark indices and benchmark interest rates are published immediately in the form of a notice in the Belgian Official Journal. Once published in the Belgian Official Journal, these new maximum annual percentage rates will enter into force on the first day of the second month following the month of their publication.

Furthermore, ING reserves the right to adjust the debit interest rate, in an upward or downward direction, within 45 days of the variation in the benchmark rate (namely, the monthly average of the Euribor 3-month fixed by the European Money Markets Institute, EMMI (<https://www.emmi-benchmarks.eu>)) for the past month, by at least 1.50 points compared to the benchmark index that most recently gave rise to a change in the applicable maximum annual percentage rates (the benchmark indices for the month of March 2006 being considered the first benchmark indices), and this, within the limits of the statutory maximum annual percentage rates.

Lastly, ING reserves the right to raise or lower the debit interest rate temporarily at any time. ING shall specify any such change for a set period of time, the debit interest rate returning to its initial or a lower level when that period elapses. ING reserves the right, however, to



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renew or extend the period of time for which the debit interest rate is lowered.

The Borrower shall be notified in advance on paper or by other durable medium (for example, in a document appended to the account statement) of any subsequent change to the debit interest rate during the term of the credit, except in the event of immediate application of a reduction in the maximum legal APRC (established by the aforementioned Royal Decree) applicable to the credit in progress.

If the amendment to the debit interest rate exceeds 25% of the rate initially or previously agreed, the beneficiary of the arranged overdraft shall be entitled to terminate the agreement free of charge, subject to one month's notice to ING. The beneficiary of the arranged overdraft shall exercise the aforementioned right of termination by sending ING a registered letter or, if appropriate, another medium accepted for this purpose by ING within three months of the date of notification.

Art. 20.4 ING may amend the costs associated with cash withdrawal services from a cash dispenser. For this purpose, ING shall inform the beneficiary of the arranged overdraft of the proposed amendments, by letter or on any other durable medium, at least two months before the said amendments takes effect.

If the beneficiary does not agree to the changes proposed, he or she may terminate the arranged overdraft immediately and free of charge within two months of the changes being notified. If the beneficiary does not exercise the right to terminate the arranged overdraft within two months of the notice referred to above, he or she shall be deemed to have tacitly agreed to the proposed changes.

Any such amendment to the costs associated with the cash withdrawal services from an automatic cash dispenser may only be made once during the term of the arranged overdraft and the costs initially provided for may be increased by at most 25%.

Art. 20.5. The annual percentage rate (APR) given in the Special Terms and Conditions of the credit agreement (see Special Terms and Conditions of the arranged overdraft on an ING Card account in the ING Card agreement) is calculated upon conclusion of the agreement and determined in accordance with the contractual provisions and hypotheses established by the prevailing regulations. The APR is calculated on the basis of standard months

of equal length, with each month equal to 30.41666 days, regardless of whether or not it is a leap year. However, if the period between the first drawdown against the arranged overdraft and a due date or between the first drawdown against the arranged overdraft and the date of another drawdown cannot be expressed as a whole number of years, months or weeks, this period shall be expressed as a whole number of days of all the payment terms or all the terms between two drawdowns that are not equal to a whole number of years, months or weeks combined, if appropriate, with the whole number of years, months or weeks of the other terms. If a period can be expressed as a whole number of years, months or weeks, it is not expressed as a whole number of days.

The APR is calculated in accordance with the following assumptions:

- the credit agreement shall be considered as remaining in effect for the agreed term and the lender and beneficiary are considered as complying with their obligations in accordance with the terms and conditions and the dates set out in the credit agreement. As laid down in these General Conditions, the amount for the annual service charge referred to in Article 7.1 shall be debited from the ING Card account on the 1st day of the month following the month in which the ING Card contract is taken out and ING shall refund the charge for any months outstanding at the end of the hypothetical 3-month term referred to below;
- the debit interest rate (please refer to the Special Terms and Conditions of the credit agreement) is deemed to be fixed against the initial rate and to apply until the end of the credit agreement (notwithstanding the aforementioned interest-rate amendment clause);
- the total amount of the arranged overdraft agreed in the Special Terms and Conditions of the credit agreement is deemed to be immediately drawn down in full;
- Since the term of the credit agreement is not known (since it is a contract for an indefinite period), the APRC is calculated on the assumption of the credit being for a three-month period such that the total credit is drawn down until this 3-month period elapses, without prejudice to any prior repayment due dates prior to the end of this period laid down in the Special Terms and Conditions and General Conditions of the credit agreement. The capital and interest are repaid over this hypothetical 3-month period on the due dates laid down in the Special Terms and Conditions and the General Conditions of the credit agreement. The total outstanding amount (that is, the total amount of the capital drawn down and the debit interest) shall be repaid in monthly

instalments equating to an amount corresponding to the minimum percentage of 10% of the total amount outstanding (in accordance with Article 23.2 of these General Conditions). The final payment made at the end of this hypothetical 3-month period must settle the outstanding balance of the capital, debit interest and any other charges, with the capital, debit interest and charges considered as repaid in full on the expiry of said 3-month period after the total drawdown of the arranged overdraft;

- given that the Credit Agreement offers the Borrower various options for credit drawdown, with different fees, the amount of the arranged overdraft shall be deemed fully drawn down at the highest fees in the transaction category most frequently used with ING in this type of credit agreement, namely via a payment, without fees, using the ING Card in the eurozone, unless otherwise stated in the Credit Agreement (such a payment shall be subject to a monthly direct debit from the ING Card account for the payment of the balance of the ING Card resulting from spending and withdrawals using said card).

The APR indicated in the Special Conditions of the credit agreement therefore includes the costs of the services to which the arranged overdraft on an ING Card account is linked, namely the ING Card.

Art. 21 – Duration and termination of the agreement

Art. 21.1. The ING Card credit agreement is concluded for an indefinite period.

Art. 21.2. ING may terminate the credit agreement by giving two months' advance notice on hard copy or other durable medium, notified to the beneficiary of the arranged overdraft by registered letter or by any other medium accepted by the beneficiary of the arranged overdraft for this purpose. The aforementioned two-month deadline shall commence on the first day of the month following that in which the registered letter of termination was posted or the medium accepted by the beneficiary of the arranged overdraft for this purpose was submitted to the beneficiary. On expiry of this deadline, all amounts payable under the arranged overdraft shall fall due and must be repaid immediately. The beneficiary of the arranged overdraft may terminate the credit agreement at any time free of charge, subject to one month's notice to ING. The beneficiary of the arranged overdraft shall exercise the right of termination by sending ING a registered letter or, if appropriate, another medium accepted for this purpose by ING. The aforementioned deadline of one month shall commence on the day on which the registered letter of termination was posted

or the medium accepted by ING for this purpose was submitted to ING. On expiry of this deadline, all amounts payable under the arranged overdraft shall fall due and must be repaid immediately.

Art. 22 – Unauthorised overdraft

Art. 22.1. Overdrawing of the granted credit limit in terms of the amount or duration is prohibited. However, should such overdrawing occur, it must be remedied immediately, without the need for formal notice. Such overdrawing shall constitute an unauthorised overdraft and may not, at any time, be considered the tacit granting of an arranged overdraft or an increase or extension of the arranged overdraft on a given account.

Late payment interest shall be applied to overdrawings by amount or duration in accordance with Article 31.1. of these General Conditions. Withdrawals of credit shall be suspended until the date of this regularisation.

Art. 22.2. If the beneficiary of the credit does not regularise his or her situation within at latest forty-five days of the starting date of the unauthorised overdraft, ING shall issue formal notice to him or her by registered letter sent by post to observe his or her obligations within one month after the posting of the said letter, with the agreement immediately and automatically terminated in the event of failure to settle the balance within the aforementioned deadline, without prejudice to ING's right to propose to the beneficiary of the credit the establishment by novation of a new agreement with a higher credit amount and this in observance of all of the provisions of the law. If the arranged overdraft is terminated, the outstanding balance shall be due immediately.

Art. 23 – Repayments and "zero balance" obligation

Art. 23.1. The beneficiary of the arranged overdraft may repay all or part of the outstanding capital balance (plus debit interest due) at any time, subject to Article 23.2. below relating to the minimum monthly repayment obligation and Article 23.3. below relating to the zero balancing obligation. In the last two cases, the beneficiary of the arranged overdraft may also repay the outstanding capital balance before the monthly repayment date or the zero balance deadline.

Art. 23.2. At the same time, the beneficiary of the credit shall be obliged to repay a minimum monthly amount agreed in the Special Conditions of the credit agreement. The beneficiary of the credit must repay monthly an



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amount corresponding to 10% of the total outstanding balance (the minimum being EUR 25) and no other option is available. For the purposes of Article 23.2, the outstanding balance should be understood as your drawdowns of credit using the ING Card, plus debit interest, still to be repaid.

Where the Special Terms & Conditions require that the repayment of the fixed amount / amount corresponding to the minimum percentage be made via a debit by ING from a current account held by the Borrower with ING stated in the Special Terms & Conditions, the Borrower must ensure that there are sufficient funds in that account. If the Customer has expressly authorised payment by direct debit (see 'Direct Debit Order' section of the Agreement), the fixed amount/amount corresponding to the minimum percentage to be repaid shall be debited by ING from the aforementioned account and credited to the ING Card account on the first bank business day or, failing sufficient funds in the aforementioned account, the following calendar day (and, at the latest, on the fifth calendar day) of each month following that during which the Borrower's statement was issued.

If, under the Special Conditions, the set amount/amount corresponding to the minimum percentage is to be transferred from an account with a financial institution other than ING to the ING Card account of the beneficiary of the arranged overdraft, the latter may for this purpose make a credit transfer to the ING Card account whose number is indicated on the ING Card monthly expenditure statement.

The beneficiary of the arranged overdraft must credit the set amount/amount corresponding to the minimum percentage to his/her ING Card account on the 5th calendar day of each month following that in which the statement is drawn up at the latest. The amount may be credited value-dated at the earliest for the 28th calendar day of the month in which the statement is drawn up.

The beneficiary of the credit may repay an amount greater than the set amount/amount corresponding to the minimum percentage mentioned under the Special Conditions, or repay the entire outstanding amount (including expired debtor interest) in a single instalment. In order to do this, the beneficiary of the credit must transfer the amount to be repaid to the ING Card account of which the number is indicated on the ING Card monthly expenditure statement .

Art. 23.3 As from the effective date, which is set at 1

January 2013, of Article 9, § 2 of the Royal Decree of 21 June 2011 amending various Decrees concerning consumer credit and in execution of Articles 5, § 1, paragraph 2, and § 2, and 15, paragraph 3, of the Law of 12 June 1991 on consumer credit, the Borrower must pay the full outstanding balance (that is, the capital drawn down and not yet repaid, together with the debit interest) within a set (zero-balance) period. specified in the Special Terms and Conditions of the credit agreement, commencing on the first drawdown against the arranged overdraft, so settling the amount overdrawn on the ING Card account (returning the balance to zero).

The zero-balancing period referred to above corresponds to the repayment period that would be required, if the full amount of the arranged overdraft was drawn down, repaid based on monthly instalments amounting to:

1° either 1/12th of the outstanding balance, with a maximum repayment period of 60 months, if the arranged overdraft is for EUR 5,000 or more;

2° or 1/18th of the outstanding balance, with a maximum repayment period of 96 months, if the arranged overdraft is EUR 5,000 or more,

with the instalments never being less than EUR 25, or the outstanding balance, if that balance is less than EUR 25.

For the purposes of this provision, the total outstanding balance means the amount drawn down on the arranged overdraft granted to the beneficiary that has not yet been repaid, together with the debit interest.

The outstanding balance of the arranged overdraft is only deemed to be discharged if that balance is returned to zero at the daily close of operations on the ING Card account linked to the arranged overdraft on the date determined by ING in accordance with the prevailing legal or regulatory provisions.

The Borrower shall be informed of the next zero-balancing date which applies to him or her in a message included with his or her account statements, an email or in a standard letter sent at least two months before that date.

Each time that the outstanding balance of the arranged overdraft is reduced to zero, the next zero-balancing period will begin to run as from the date on which the next drawdown is made on the arranged overdraft.

If the beneficiary of the credit fails to honour this obligation to return the balance to zero within the set deadline, overrunning the deadline shall constitute an unauthorised overdraft in the meaning of Article 22 of



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these General Conditions, and the provisions of this Article shall apply in full. Further drawdowns will not be possible until such time as the overdrawn amount has been settled.

If, during a zero-balancing period, the ING Card Credit Agreement concerned is cancelled and superseded by another ING Card Credit Agreement linked to the same ING Card account of which the Borrower is the holder, with a new absolute zero-balancing period longer than that agreed in the initial Credit Agreement (e.g. 5 years instead of 4 years), or equal to it, due, as the case may be, to an increase in the amount of credit or the absence of any changes to that amount of credit, the first zero-balancing period of the new Agreement shall, in order to prevent circumvention of the legal principle of zero balancing, be reduced by the zero-balancing period in progress for the initial Credit Agreement, in accordance with the provisions below.

In such cases, the zero-balancing period of the new Credit Agreement shall run from the date of the first drawdown following the last zero-balancing date of the outstanding balance on the initial ING Card arranged overdraft, or if, in the meantime, the outstanding balance of the initial arranged overdraft has never been returned to zero since the first credit drawdown, from the date of that first credit drawdown.

If, however, the due date for the new zero-balancing period thus determined is earlier than the zero-balancing due date under the arranged overdraft agreement which immediately preceded the conclusion of the new credit agreement, the zero-balancing period under the new credit agreement shall be extended to coincide with the zero-balancing due date under the arranged overdraft agreement directly preceding the new one. If successive ING Card arranged overdraft agreements linked to the same ING Card account held by the credit's beneficiary are concluded, the initial arranged overdraft is deemed to be the first arranged overdraft agreement under which there was a debit balance on the ING Card account that was not zero-balanced when subsequent credit agreements were concluded, irrespective of the number of credit agreements concluded between the latest agreement and this initial agreement.

If the outstanding balance of the initial arranged overdraft is zero on the date on which the new credit agreement is concluded, the zero-balancing period for the new credit agreement will begin to run as from the date on which the first drawdown of the credit is made following the conclusion of this new agreement. In other words, the zero-balancing period for the new agreement is deemed to run from the date on which

there was a debit balance on the ING Card account that was not zero-balanced before a new agreement was concluded, unless the due date for the new zero-balancing period calculated on this basis is earlier than the zero-balancing due date under the arranged overdraft agreement immediately preceding the conclusion of the new credit agreement.

If, however, as a result of the replacement and cancellation of the initial ING Card arranged overdraft agreement by a new ING Card arranged overdraft agreement linked to the same ING Card account of which the credit's beneficiary is holder, the new zero-balancing period is shorter, in absolute terms, because of a reduction in the amount of credit, the zero-balancing period under the new credit agreement shall begin to run as from the date on which this new credit agreement is concluded, but shall not exceed the due date for the zero-balancing period under the arranged overdraft agreement immediately preceding the conclusion of the latest credit agreement if successive ING Card credit agreements are concluded.

In any event, if the zero-balancing period under the ING Card arranged overdraft agreement has elapsed, the beneficiary must first discharge the outstanding balance for this existing arranged overdraft before concluding a new arranged overdraft agreement.

To summarise, the following formula applies in the event that an arranged overdraft on an ING Card account agreement is replaced and cancelled during its zero balancing period by another arranged overdraft on an ING Card account agreement linked to the same ING Card account held by the beneficiary of the arranged overdraft, irrespective of whether or not the new amount of credit differs from that under the initial credit agreement:

- if the zero-balancing period remains the same or is longer under the new credit agreement, the due date for the zero-balancing period under the new agreement is the further of the due date for the zero-balancing period under the new agreement – which begins to run from the date of the first drawdown under the initial arranged overdraft agreement – or the due date for the zero-balancing period under the arranged overdraft agreement immediately preceding the conclusion of the new credit agreement;
- if the zero balancing period is reduced, the due date for the zero-balancing period under the new credit agreement is the nearer of, firstly, the due date for the zero-balancing period under the new credit agreement – which begins to run from the date on which the new credit agreement is concluded – or the due date for the zero-balancing period under the credit agreement immediately preceding the conclusion of the new credit agreement.

It being understood that "initial arranged overdraft" refers to the first credit agreement under which there was a debit balance on the ING Card account that was not zero-balanced by the date on which subsequent credit agreements were concluded, irrespective of the number of credit agreements concluded between the this new agreement and the above agreement.

The provisions of Article 23.3 are subject to any changes to current and future legislation or regulations.

If the aforementioned "zero-balancing" deadline is amended pursuant to a legal or regulatory provision, the beneficiary of the arranged overdraft shall be informed of the exact "zero-balancing" deadline applicable to him/her at the latest two months before the expiry of the next "zero-balancing" deadline so amended, by means of a message included with his/her account statements or by standard letter.

Art. 24 – Annual review of consumer creditworthiness

ING has an obligation to review the creditworthiness of each beneficiary on an annual basis, and shall do so by conducting a fresh consultation of the Central Individual Credit Register at the latest on the first working day following the date of first entry into the credit agreement. This obligation does not apply in relation to these credit agreements where the zero balance obligation period has been set at one year or less.

Art. 25 – Consultation and recording in the files of the Central Loans Office for Individuals

Art. 25.1. The credit agreement is registered with the Central Individual Credit Register in accordance with Article VII.148 of the law. The Central Individual Credit Register is part of the National Bank of Belgium SA, situated at Boulevard de Berlaimont/Berlaimontlaan 14, 1000 Brussels.

The purpose of processing at the Register is the mandatory consultation of this Register by lenders before a consumer credit agreement is entered into or a mortgage loan agreement offered, or for the annual consumer creditworthiness review as described in Article 24 of these General Conditions which aims to obtain information on the financial situation and creditworthiness of the applicant beneficiary or the person who establishes surety, and more specifically on the possible existence of other credit agreements already entered into by the beneficiary applying for credit, and on any instances of default on payment, this being undertaken in order to prevent the accumulation of excessive debt in respect of the beneficiary.

The periods for preserving the data of the credit agreements are as follows:

1. three months and eight business days after the end date of the credit agreement,
2. If the credit agreement is cancelled early or is terminated and provided that a further drawdown after reimbursement is no longer possible, until the date on which the Centre has been notified of the termination or cancellation of the agreement. ING indicates this event to the Centre within two business days of the reimbursement of the outstanding balance.

The information provided by the Central Individual Credit Register may not be used for commercial targeting purposes.

Art. 25.2. The law moreover obliges lenders to ensure the registration of certain payment defaults at the Central Credit Office for Private individuals, maintained by the National Bank of Belgium.

In the event of payment default, the deadlines for preservation of information are as follows:

- twelve months starting from the date of regularisation of the credit agreement,
- a maximum of ten years from the date of the first registration of a payment default, regardless of whether or not the credit agreement is regularised.

The beneficiary of the credit is informed that his or her payment defaults will also be processed and notified to the persons to whom this communication is permitted by the law and under the conditions established therein.

Art. 25.3. The beneficiary of the credit can access the data recorded under his or her name free of charge via the Central Credit Office for Private Individuals and as per the case, may freely request the correction and/ or cancellation of this information without charge.

The beneficiary of the credit who wishes to exercise his or her right of access must apply to the Central Credit Office for Private Individuals, attaching a clearly legible front and back photocopy of his or her identity card (and any residence permit or passport) to the application. The application for correction or suppression of the erroneous data recorded in his or her name must also be accompanied by any document attesting to the well-foundedness of the application. He or she may also designate the individuals who have received information from the Central Credit Office for Private Individuals and

to which this latter authority must notify the correction.

Art. 26 – Right of withdrawal from the Credit Agreement

Art. 26.1. The beneficiary of the credit has the right to waive the credit agreement for a period of fourteen calendar days, without providing grounds. The period for this right of withdrawal shall begin to run:

1. from the date of conclusion of the credit agreement, or
2. from the day on which the beneficiary of the credit receives the clauses and contractual conditions as well as the contractual information described in Article VII.78 of the law, if this date is subsequent to the one considered in point 1 above.

Art. 26.2. If the consumer exercises the right of withdrawal described in this Article, Articles VI.58, VI.59 and VI.67 of Book VI of the Code of Economic Law, "Market practices and consumer protection", are not applicable.

Art. 26.3. Where the beneficiary of the arranged overdraft exercises his or her right to cancel during the cooling-off period, he/she shall notify ING of this by registered letter or, if appropriate, another medium accepted for this purpose by ING. The period shall be considered to have been observed if the notification was sent before its expiry. He or she pays ING the principal and related accumulated interest on the principal from the date the credit was drawn down to that when the principal is paid, without any undue delay and at the latest 30 calendar days after sending the revocation notification to ING.

ING is not entitled to any other compensation to be paid by the consumer except for non-recoverable charges which ING would have paid to a public institution.

Payments made after the conclusion of the credit agreement are repaid to the consumer within thirty days of the withdrawal. The withdrawal of the credit agreement shall entail the automatic termination of the attached contracts.

Art. 26.4. Article 26 of this instrument shall not apply to credit agreements for which the law requires conclusion before a notary, insofar as the notary confirms that the consumer enjoys the rights cited in Articles VII.70, VII.74 and VII.78 of the law.

Art. 27 – Suspension of the credit agreement

For objectively justified reasons, notably if it has information which allows it to consider that the beneficiary of the credit will no longer be able to observe his or her obligations, ING may suspend the right of withdrawal of the consumer within the context of a credit agreement. ING shall notify the beneficiary of the credit of the suspension and the reasons for it on a paper or other durable medium, if possible before the suspension and at the latest, immediately afterwards, unless the notification of this information is prohibited by other legislation or is supposed to objectives of public order or public security.

Art. 28 – Assignment - Subrogation

Art. 28.1. Without prejudice to Articles VII.102 to VII.104 of the law, ING reserves the right to assign its rights resulting from the credit agreement as a whole or in part or to subrogate a third party in these rights as a whole or in part. The beneficiary of the credit accepts this assignment and this subrogation. Unless ING, in agreement with the new holder of the receivable, continues to manage the credit agreement with regard to the beneficiary of the credit, this assignment and this subrogation shall only be enforceable against the beneficiary of the credit after this latter party has been informed of it via posted registered letter.

Art. 28.2. In the event of assignment or subrogation, the beneficiary of the credit authorises ING to pay any amount in its name and on its behalf, whether due or not, for which ING would be liable on account of its business relations with this beneficiary, to the subrogated or assignee third party, in order to repay all or part of the (due and unpaid) debts of the person concerned arising from the credit thus assigned or having formed the object of the subrogation.

Art. 29 – Provisions specific to sureties

Art. 29.1. Without prejudice to the application of Articles VII.109 to VII.111 of the law, the guarantors undertake jointly and severally and indivisibly between themselves and with the beneficiary of the credit to ING, to reimburse the capital and interest for which the beneficiary of the credit remains in default within the framework of the contract, up to the amount indicated as the principal.

Art. 29.2. The guarantors waive the application of Article 2037 of the Civil Code and acknowledge that the immediate falling due of the beneficiary's credit line shall entail the same for them. Any receivable immediately due and repayable from the guarantors shall automatically generate interest at a rate equal to that applicable to the principal debtor. The guarantors shall assign their receivables as indicated in Article 1, point 1.2., first subparagraph of these General Conditions.

Art. 30 – Competent supervisory administration

The competent supervisory body at Belgium's Federal Public Service for Economy, SMEs, Self-employed and Energy (Service Public Fédéral Economie, P.M.E., Classes Moyennes & Energie) is the General Directorate of Market Organisation and Regulation (Credit and Borrowing Service) (Direction Générale de la Régulation et de l'Organisation du Marché, Service Crédit et Endettement) for which the contact details are as follows:

SPF Economie, P.M.E., Classes moyennes et Energie
Direction générale du Contrôle et de la Médiation
North Gate III
Boulevard Albert II/ Koning Albert II laan 16
B-1000 Brussels
Tel.: 02 277 54 85
Fax: 02 277 54 52
E- mail: eco.inspec.fo@economie.fgov.be

**Art. 31 – Failure to pay or failure to enforce obligations
- Costs**

NB: failure by the beneficiary to fulfil the credit balance contract may have serious consequences for the beneficiary, including a negative entry on the Central Individual Credit Register, which may make it more difficult, or even impossible, to get further credit. Moreover, failures to make payments may result in costs, late payment interest and penalties, and may even result in termination of the contract due to the beneficiary's fault.

Art. 31.1. The late payment interest rate is equal to the last debtor rate applied to the amount in question or to the partial periods in question plus a coefficient of 10%. This interest is applied to the principal amount due and payable under the terms of the contract up to the date on which the debt was repaid.

In the event of a reminder within the context of a simple payment delay, the defaulting party shall be

obliged to indemnify the other party for a flat-rate fee of EUR 7.50 plus postage expenses applicable at the time of sending, for one dispatch per month, without prejudice to late payment interest, calculated on the capital due and outstanding pursuant to the preceding paragraphs of this Article 31.1.

Art. 31.2. In the event of payment default for at least two maturities or a sum equivalent to 20% of the repayable total, to the extent that the beneficiary of the credit has not complied a month after the posting of a registered letter containing a formal notice, ING shall have the right to terminate the credit with immediate effect and to require the immediate repayment of all unpaid, matured and unmatured amounts, without prejudice to the payment of late payment interest calculated on the matured but underpaid capital, pursuant to the preceding paragraphs of this Article 31.1.

Art. 31.3 In the event of termination of the agreement or of payment falling due immediately, due to failure to execute his or her obligations, the beneficiary of the credit shall be liable to ING, without prejudice to payment of the outstanding balance, the total cost of the credit due and not paid and interest on arrears on the capital due and unpaid calculated in accordance with the provisions of Article 31.1., for the payment of an indemnity calculated as follows on the outstanding balance due for the costs (administrative recovery costs) arising from this situation:

- 10% calculated on the outstanding balance due up to EUR 7,500;
- and
- 5% calculated on the outstanding balance due above EUR 7,500.

Art. 31.4. Similarly, ING shall indemnify the Borrower for any financial prejudice and recovery costs in the event the credit were cancelled or terminated due to a contractual fault by ING.

Art. 31.5. In the event of legal proceedings instituted following a payment default, any legal costs fall on the losing party, without prejudice to the sovereign judgment of the courts.

Art. 31.6. If the credit agreement is terminated by ING or the beneficiary in accordance with Article 21.2 of these General Terms and Conditions or has come to an end and the beneficiary has not settled the outstanding balance within three months of being served notice by recorded-delivery letter, the beneficiary shall be liable for payment to ING of a penalty covering the costs incurred by ING (the collection handling costs) as a result of this situation, as well as for payment of the all



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capital due but not paid, the total cost of credit due and not paid and interest on arrears on capital due and unpaid calculated in accordance with the provisions of Article 31.1. This penalty is calculated on the outstanding balance as follows:

- 10% on the outstanding balance up to EUR 7,500;
- 5% on the outstanding balance exceeding EUR 7,500.

Art. 31.7. The deadlines for payment and the associated methods of repayment may form the object of an agreement between ING and the beneficiary of the credit, when this latter party is already in a situation of payment default and:

- such agreement would be likely to disregard the possibility of a judicial procedure for the said payment default, and
- the beneficiary of the credit would thus not be subject to less favourable provisions than those of the initial credit agreement.

Such payment deadlines may only apply on one occasion for a credit agreement.

Art. 32 – Rules in the event of loss, theft or abusive use of the ING Card

With regard to the rules (liability, etc.) applicable in the event of loss, theft or abusive use of the ING Card made available to the beneficiary of the credit by ING and more particularly, the maximum amount for which the beneficiary of the credit assumes the risk resulting from abusive use by a third party, the parties shall refer to Articles 5.2., 6.3., 9.1. and 9.2. of these General Conditions.

Art. 33 – Claim - Judicial and extra-judicial appeals

Art. 33.1. Any claim concerning a credit agreement cited in these General Conditions may be submitted in writing by the person concerned to an ING branch or to the following address:

ING Complaint Management
Cours Saint Michel 60, Sint Michielswarande 60
B-1040 Brussels
Tel.: 02 547 61 02
Fax: 02 547 83 20
or using the web form available at www.ing.be.

Art. 33.2. If the person concerned has not received satisfaction from ING, he or she may submit a claim free of charge to Ombudsfm - Ombudsman in financial conflicts:

- Online complaints :
[https://www.ombudsfm.be/en/individuals/introduce-](https://www.ombudsfm.be/en/individuals/introduce-complaint/)

[complaint/](#)

- Complaints by letter : Boulevard du Roi Albert II n°8 bte. 2 1000 Brussels
- more information via e-mail : Ombudsman@OmbFin.be
by phone : 02 545 77 70
Website :
<http://www.ombudsfm.be/fr/particuliers/contact/>

Art. 33.3. The individual concerned may also submit a complaint to the Federal Public Service for Economy,
• Online complaints via contact point :
<https://pointdecontact.belgique.be/meldpunt/en/welcome>

- Complaints by letter : SPF Economie, P.M.E., Classes moyennes et Energie Direction générale de l'Inspection économique Boulevard du Roi Albert II 16 1000 Brussels
- more information
 - By phone : 02 277 54 85
 - Website:
http://economie.fgov.be/fr/litiges/plaintes/Comment_introduire_plainte/

Complaints may also be filed directly online via the website of this service (<http://economie.fgov.be>) or the website of the Belgian *Point de Contact* platform (<https://pointdecontact.belgique.be>).

Art. 33.4. This provision is also understood to be without prejudice to the right of the customer to bring judicial proceedings.

The magistrate for the consumer's place of residence shall have sole jurisdiction for hearing disputes relating to a credit agreement governed by consumer credit legislation, including applications for the granting of payment facilities and applications regarding surety for credit agreements.

Art. 34 - Recorded-delivery letters

In accordance with Article 135 of the Act of 21 March 1991 reforming certain commercial public enterprises, all the obligations laid down in these General Terms and Conditions with regard to recorded-delivery letters are met if a recorded-delivery letter is sent by post, within the meaning of Article 131.9 of the aforementioned Act, or electronically, in accordance with the Act of 9 July 2001 laying down certain rules concerning the legal framework for electronic signatures, electronic recorded-delivery letters and certification services.

Art. 35 - Privacy protection

35.1. Processing by ING

1. The personal data which are communicated or made available to ING are processed by ING in compliance with the European Regulation of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (hereinafter the "European Regulation" and the Belgian law on privacy protection and its implementing orders.

The personal data referred to in this Article 35 are the data of the borrower and those of other data subjects, such as the person constituting personal guarantee or the spouse agreeing to grant a loan to their spouse/statutory cohabitant (hereinafter known as the "data of beneficiaries and other data subjects").

2. The data concerning those natural persons featuring on the loan application form and the loan contract as well as, where applicable, the data collected by ING upon use or repayment of the loan, are processed by ING for the purposes of management of accounts and payments, granting and managing loans and also, where applicable, brokerage (including insurance and leasing) and wealth management (investments).

These data are also processed by ING for the purposes of central customer management, marketing (including studies and statistics, banking and financial services (including leasing) and insurance, and ensuring a customer overview).

They are processed for the purpose of verification of the regularity of Transactions and the prevention of irregularities, notably in the context of the prevention and combating of fraud, protection of the security of Transactions or the legislation on the prevention of terrorism and money laundering.

Data relating to the borrowers managed by ING's intermediaries (independent agents or brokers), including data relating to their financial Transactions, are also processed by ING with a view to verifying fulfilment by those intermediaries of their statutory or regulatory obligations (including those arising from an FSMA/BNB circular) or contractual obligations, including any obligation of exclusivity vis-à-vis ING.

3. In order to fulfil its regulatory obligations and to ensure the security of transactions, ING also collects data through consultation of external sources. These may be:

- public bodies for example:

- the Belgian National Register and the Belgian Banque Carrefour de la Sécurité Sociale (via the ASBL

Identifin) for identification of the borrower and other data subjects in the case of remote contracts (in connection with the prevention of terrorism and money laundering);

- Checkdoc (.be) for verification of Belgian identity documents;

- the Moniteur belge, in the context of identification of incapacitated persons and their representatives in connection with the prevention of terrorism and money laundering);

- the Banque Carrefour des Entreprises in the context of identification of company representatives in connection with the prevention of terrorism and money laundering;

- the Central Individual Credit Register of the National Bank of Belgium in connection with the prevention of excessive debt. (in accordance with Article 3 of these General Terms and Conditions).

- judicial or penal authorities, in connection with application of the law (including in the case of seizures).

- or private bodies, for example:

- the Thomson Reuters risk detection service World-Check (which collects data both inside and outside the European Union), the services of Graydon Belgium SA, Dun & Bradstreet, Swift, search engines on the Internet, press and other reliable sources in connection with the prevention of terrorism and money laundering;

- the financial information services of OpenStreetMap and Experian Business Strategies Belgium and WDM Belgium (Mosaic) in connection with granting loans and marketing.

4. And lastly, ING processes personal data subsequently for the following compatible secondary purposes:

- (i) transfer of data to an archive;
- (ii) internal and external audits and inquiries;
- (iii) the setting up of operational audits;
- (iv) statistical, historic or scientific research;
- (v) the settlement of differences or disputes;
- (vi) legal or commercial consultation; or
- (vii) the taking out of insurance by ING itself.

35.2. Automated individual decision-making by ING

Without prejudice to Article 35.81.1, the borrower or other data subject may form the subject of a decision based solely on automated processing, including profiling, producing legal effects concerning them or affecting them significantly in a similar way, in the following cases:

1) Preparation of an "individual assessment of Compliance risks" in connection with the prevention of money laundering and the financing of terrorism.

With a view to acceptance of borrowers and any persons constituting a guarantee, an individual evaluation of risks, based on the characteristics of these persons (in particular, identification of politically exposed persons) and the envisaged purpose and nature of the business relationship, is established by ING in the context of the prevention of money laundering and the financing of terrorism (ML/FT) in accordance with the law of 18 September 2017, with the primary aim of reducing the risk of use of the financial system for ML/FT purposes. This individual evaluation takes into account the global evaluation of risks required by the aforementioned law, which takes into consideration the purpose of the account or business relationship, the level of assets deposited or the volume of transactions carried out, the regularity or duration of the business relationship. Factors indicative of potentially lower/higher risks are also taken into account: factors relating to risks inherent to customers, factors relating to risks associated with products, services, transactions or distribution channels, geographical risk factors. This individual evaluation is intended to allow ING to be able to assess the characteristics of the borrower and of any persons constituting a guarantee and the corresponding assessment of the risk of ML/FT, and to introduce proportionate and appropriate vigilance measures in the context of permanent control of the business relationship.

It is established based on data communicated by the borrower or any person constituting a guarantee, probative documents or reliable and independent sources of information, whether public (such as the National Register of Natural Persons, the Moniteur belge, the Banque Carrefour des Entreprises) or private (such as the risk detection service World-Check). The individual evaluation of data subjects and the global evaluation of risks are updated, particularly when relevant elements in the light of the individual evaluation are modified.

Moreover, under the law of 18 September 2017, ING exercises continuous vigilance proportionate to the identified risk, consisting of careful automated assessment of transactions carried out during the term of the business relationship as well as, if necessary, of the origin of funds, in order to verify that these transactions are in keeping with the characteristics of the borrower and of any person constituting a guarantee, with the purpose and nature of the business relationship or the envisaged transaction, and with the

risk profile of the borrower and of any person constituting a surety. ING can thus detect atypical transactions which must undergo a more in-depth analysis.

When ING knows, suspects or has reasonable grounds to suspect that funds or transactions or attempted transactions are associated or may be associated with money laundering or the financing of terrorism, or that a fact of which it becomes aware is associated or may be associated with money laundering or the financing of terrorism, ING is statutorily required to submit a report to the Financial Data Handling Division (CTIF). Under the law of 18 September 2017, the borrower or any person constituting a guarantee does not benefit from the right of direct access to the personal data processed under the legislation on the prevention of money laundering, or the right of correction of their data or the right to be forgotten, or the portability of the said rights or to object, or the right to not be profiled or be notified of security breaches. The right of access to the personal data concerning them may however be exercised indirectly, with the Privacy Commission referred to in Article 35.10. The Privacy Commission only notifies the applicant that the necessary checks have been carried out and of the result regarding the lawfulness of the processing in question.

2. Establishing an "individual evaluation of the commercial risks", in particular in the context of the prevention and combating of fraud and the safeguarding of the security of Transactions

With a view to entering into a (pre-)contractual relationship or continuing such a relationship, an "individual evaluation of commercial risks", namely, an individual evaluation carried out by ING with a view to placing the borrower or any person constituting a guarantee requesting completion of a Transaction in one of the risk categories defined by ING, is established by ING in particular in the context of the prevention of fraud and the safeguarding of the security of Transactions, with the primary aim of reducing the financial or reputation risk for ING. This "individual evaluation of commercial risks" is intended to allow ING to be able to assess whether the borrower or any person constituting a guarantee is a trustworthy person with whom ING can do business, taking account of the fact that the aforementioned risks are non-existent or, at the very least, limited. This "individual evaluation of commercial risks" is established on the basis of the data communicated by the borrower or any person constituting a guarantee in question or the third party acting in their favour, data (incidents, failures or disputes) already known and registered by the bank

internally and data originating from the external sources mentioned in Article 35.1.3. The methods for establishing this scoring are regularly tested and updated so that they remain correct, effective and impartial. The fact that a borrower does not obtain a satisfactory evaluation result with ING or is not placed in any risk category may result in either ING's refusal to offer them or grant them a loan, or the offering or granting of a loan under different rate-related or other conditions (where applicable, by means of additional guarantees or sureties) or the suspension or termination of the loan agreement by ING. The fact that the person constituting a personal guarantee does not obtain a satisfactory evaluation result with ING may result in ING's refusal to enter into a guarantee contract with this person and, where applicable, its refusal to grant or continue a loan for the borrower. Any data subject may ask to express their point of view on the result of the evaluation carried out by ING and dispute the decision taken on this basis by contacting an ING branch.

3) Establishing an individual evaluation of lending risks (or credit scoring), particularly in the context of the prevention and combating of excessive debt.

With a view to granting and managing a consumer loan, a credit scoring, namely an individual evaluation made by ING with a view to placing the borrower and, where applicable, the person constituting a person guarantee, in one of the risk categories defined by ING regarding credit, is established on an automated basis by ING in the context of the prevention of excessive debt and in accordance with the legislation on consumer credit (including, mainly, in Book VII of the Code on Economic Law). The primary aim of this credit scoring is therefore to reduce the risk that customers might not repay their loans. Establishing this credit scoring in fact enables ING to be able to assess the financial situation of the borrower and, where applicable, of the person constituting a personal guarantee, to be able to assess whether the borrower and, where applicable, the person constituting a personal surety applying for a loan have sufficient solvency and ability to repay the loan, and to be able to thus take a responsible credit decision. This credit scoring is established based on the data communicated by the borrower and, where applicable, the person constituting a personal guarantee, in particular on the loan application form (these data relating notably to the purpose of the loan, income, dependants, current financial commitments including the number and amounts of current loans), data already known and registered by the bank in-house (including payment data and data relating to repayment of loans with ING),

along with data consulted at the Central Individual Credit Register and the File of Non-regulated Registrations (ENR) held by the National Bank of Belgium. The methods for establishing this scoring are regularly tested and updated so that they remain correct, effective and impartial. The fact that a borrower does not obtain a satisfactory evaluation result with ING or is not placed in any risk category may result in either ING's refusal to offer them or grant them a loan, or the offering or granting of a loan under different rate-related or other conditions (where applicable, by means of additional guarantees or sureties) or the suspension or termination of the loan agreement by ING. The fact that the person constituting a personal guarantee does not obtain a satisfactory evaluation result with ING may result in ING's refusal to enter into a guarantee contract with this person and, where applicable, its refusal to grant a loan to the borrower. Any data subject may ask to express their point of view on the result of the evaluation carried out by ING and dispute the decision taken on this basis by contacting an ING branch.

35.3. Reporting of credit data

1. Principle

The identification data of the borrower, the amount and term of loans, the frequency of payments, any payment facilities granted and delays in payment are not intended to be communicated to third parties other than those persons designated by the borrower (the seller of the financed asset, the insurer of that asset, the agencies acting on their request, such as Ombudsfm, etc.), companies intervening, as data processors, in order to realise one of the purposes mentioned in point 35.1.2. of this article, the relevant authorities and the Central Individual Credit Register, in accordance with Article 3 of these General Terms and Conditions.

2. Communication to data processors

Companies whose involvement is necessary or required for carrying out one of the primary purposes mentioned in Article 35.1.2 include:

- for Credit analysis: Advia and Opportunity
- for the archiving of your data in "paper" or electronic format: OASIS Group (in Belgium);
- for IT/electronic management (including security): ICT suppliers such as Unisys Belgium SA (based in Belgium), IBM Belgium SPRL (based in Belgium), Adobe (based in Ireland), Contraste Europe VBR (based in Belgium), Salesforce Inc. (based in the USA), Ricoh Nederland BV (based in the Netherlands), Fujitsu BV (based in the Netherlands),

Tata Consultancy Services Belgium SA (based in Belgium and India), HCL Belgium SA (based in Belgium), Cognizant Technology Solutions Belgium SA (based in Belgium), Getronics BV (based in the Netherlands), ING Tech Poland (based in Poland);

- for marketing activities: Selligent SA, Bisnode Belgium SA and Social Seeder SPRL (all based in Belgium) and also, where applicable external call centers (in particular, in connection with inquiries);

Companies whose involvement is necessary or required for carrying out one of the secondary purposes mentioned in Article 35.1.4 include:

- company auditors, barristers, legal, tax or business advisers, auditors, notaries, etc.
- Credit insurance companies

3. Communication to ING Group companies

The aforementioned data may also be communicated to SA RECORD BANK, avenue Henri Matisse 16, B-1140 Evere and to the other ING Group companies based in a member country of the European Union and exercising banking, financial or insurance activities (list on request) which are approved or shall be approved (but in the latter case, only from granting of their approval and as long as the approval is valid) in accordance with the law, and also to those persons carrying on an activity of out-of-court recovery of consumer debt and who, to this end, under Article 4 § 1 of the Law of 20 December 2002 on the out-of-court recovery of consumer debt, are registered with the Federal Public Service, Economy, SMEs, Self-employed and Energy (list on request), such as the company Fiducré SA for the management of credit incidents.

This communication is intended to enable the companies mentioned above to process the above-mentioned data for the purposes of granting or managing loans or payment services, likely to encumber the private wealth of a natural person and execution of which may be continued on private wealth.. The data thus communicated cannot be used for direct marketing purposes.

Moreover, ING may inform a credit intermediary of the globalised response to the consultation of the Central Individual Credit Register of the National Bank of Belgium, insofar as the consultation has taken place on the basis of a concrete loan application for which the credit intermediary has taken credit intermediation action, and this, with a view to fulfilment of its statutory obligations under Article VII.152 of the law.

4. Communication to the authorities

The judicial authorities (police, public prosecutor's office, examining magistrate, courts and tribunals) or administrative authorities (including the Tax Administration and so on), including the supervisory bodies for banking and finance (the National Bank of Belgium/FSMA), Belgian or foreign, for example American, may in certain circumstances provided for by legislation or local regulation (notably with a view to preventing terrorism), require, from ING or any company to which data have been transferred by ING in accordance with the above, the communication of all or part of the borrowers' personal data. Certain data of the borrower are then, for example, communicated to the Central Individual Credit Register of the National Bank of Belgium, under Article 3 of these General Terms and Conditions and to the Central Point of Contact (CPC) of the National Bank of Belgium, in accordance with the following provisions of these General Terms and Conditions.

5. Communication to the CPC

Certain data of the beneficiary are communicated to the central point of contact (hereafter the "CPC") held by the National Bank of Belgium (14 Boulevard de Berlaimont, 1000 Brussels), who is responsible for processing the CPC, in accordance with the Law of 8 July 2018 on the organization of a central point of contact of accounts and financial contracts and on the extension of access to the central database of reports of seizure, delegation, transfer, collective debt settlement and protest and Article 322 § 3 of the 1992 Income Tax Code.

All Belgian banking, exchange, credit and savings institutions are required to disclose at the latest on the 31 of March of each year the following information about each beneficiary to the CPC:

- a) the identification number in the national register or, failing this, the surname, official first forename, date and place of birth (or failing this, the native country) of the beneficiary in the case of private individuals, the beneficiary's registration number with the Crossroads Bank for Enterprises in the case of legal entities registered with the latter or the name, legal form and country of establishment for other persons.
- b) the registration number with the Crossroads Bank for Enterprises [for the legal entities registered there or, in the absence thereof, the full name, legal form if any and the country of establishment](#)

- c) the International Bank Account Number (“IBAN”) of each account (jointly) held by the beneficiary with the relevant financial institution
- d) the end date of the calendar year to which the data communicated relate;
- e) along with, notably, the following types of contracts which have been entered into by the borrower with ING and which were in force at any time in the year referred to in point c) above: instalment loans.

These data are registered with the CPC and kept for a period of 8 years from the end date:

- as regards the data referred to in point a) above; of the last calendar year in connection with which these identification data have been communicated to the CPC;
- as regards the data referred to in points b), c), d) and e) above: of the calendar year in connection with which the account of which the IBAN or the last contract of which the type has been communicated to the CPC, has been closed or ended.

As of 1st January 2020, the above mentioned data under points a), b) and c) and the existence or termination of instalment loan contracts, together with the date thereof, will be communicated to the CPC without delay within the limits stipulated by the aforementioned Law of 8 July 2018.

As of 1st January 2020 these data shall be recorded in the CPC and held for a period of 10 years, according to the conditions laid down by royal decree. The list of CAP information requests, submitted by the persons entitled to information, is held by the National Bank of Belgium for two calendar years.

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

Information disclosed to the CPC can be used

6. Financing of bank receivables

A bank receivable resulting from the granting of consumer credit may be assigned to a third party in the context of a securitisation transaction or any other bank receivable financing transaction. It is also feasible to allocate these bank receivables to a specific sub-fund on which rights are created or to a special asset belonging to ING (e.g. for the issue of Belgian covered bonds).

In the case of such a transfer or allocation, ING is entitled to communicate certain information, including the borrower's commitments and the way in which this

conforms to the beneficiary of the transfer or allocation. ING may also communicate this same information to all third party stakeholders who have a legitimate interest in that information (such as the National Bank of Belgium, ratings agencies, company auditors or a notary).

In certain circumstances, these transfers or allocations may be carried out with the support of other ING Group companies, as well as a third party custodian or manager of data. Their involvement is conditional on the guarantee of confidentiality of the borrower's data and a use for a purpose other than the purpose of execution of the loan agreement transferred as well as the mission entrusted to that third party.

Moreover, in order to improve the functioning of the contract in the case of financing of bank receivables, the European Central Bank imposes reporting obligations on the entities to which these receivables have been transferred or allocated. The information to be communicated in this context does not mention individuals by name, but concerns the level of contract (term of loan, number of borrowers, etc.) and certain statistical data (such as year of birth of person taking out loan, etc.).

Where applicable, this information must be made available to the investors who have invested in the securities issued as a result of this transfer or allocation. It is possible that the bringing together of these data makes it possible to identify the Borrower. More detailed information is available on this subject on the website of the European Central Bank: www.ecb.europa.eu (key word: loan-level initiative).

35.4. Communication of the Borrower's data

The Borrower's personal identifying data, with the exception of any data relating to the loan (in particular, data relating to the loan agreement, late payments, etc.), may also be communicated to other ING Group companies established in a Member State of the European Union and carrying out banking, financial or insurance activities (list available on request) for the purposes of central customer management and the marketing of banking, financial and insurance services (with the exception of e-mail advertising, unless with the data subject's consent), as well as ensuring a customer overview, provision of their services (where applicable) and monitoring of the regularity of transactions (including the prevention of irregularities). These companies can also pursue the same compatible secondary purposes as those mentioned for ING in Article 35.1.4.

The ING Group is a group of companies carrying on banking, insurance, leasing and wealth management activities and/or another activity which is in line with these activities. The borrower and the other data subjects may request a list of ING Group companies based in Belgium, in another member country of the European Union or in another non-member country and participating in the exchange of data concerning the borrower and the other data subjects.

Thus, the data of the borrower and of the other data subjects necessary to compliance by the ING Group companies, based or not in another member country of the European Union, with the statutory or regulatory provisions (including those arising from a circular of the relevant supervisory authority such as the NBB, the FSMA and so on) relating to the obligations of vigilance concerning customers, the prevention of use of the financial system for the purposes of money laundering and the financing of terrorism, and the prevention of financing of the proliferation of weapons of mass destruction, are also exchanged between these companies for these purposes. ING Bank NV (Bijlmerplein 888, 1102 MG, Amsterdam Zuidoost, The Netherlands), acting as joint data controller, handles management of exchanges of data within ING Group companies participating in the exchange of data concerning the borrower and the other data subjects for the aforementioned purposes.

However, in the case of transfer of personal data to a non-member country of the European Union not providing an adequate level of protection (i.e. in the absence of an adequacy decision of the European Commission taken under Article 45(3) of the European Regulation, ING shall organise this transfer only in those cases provided for by the applicable legislation on privacy protection, for example:

- by providing for the conclusion of the appropriate contractual measures as referred to in Article 46.2 of the European Regulation or, for transfers of data to the United States;
- by referring to the Privacy Shield, which is a self-certification mechanism for companies based in the United States, which is recognised by the European Commission. (on the basis of Article 45 of the European Regulation);
- or if one of the following conditions provided for in Article 49 of the European Regulation is met:
 - the borrower or the data subject has explicitly consented to the proposed transfer, after having been informed of the possible risks of such transfers for the borrower or the data subject due to the absence of an adequacy decision and appropriate safeguards;

- based on the fact that the transfer is necessary for the performance of a contract between the borrower or the data subject and ING or the implementation of pre-contractual measures taken at the request of the borrower or the data subject (e.g. in the case of an international payment);
- based on the fact that the transfer is necessary for the conclusion or performance of a contract concluded in the interest of the borrower or the data subject between ING and another natural or legal person;
- based on the fact that the transfer is necessary for important reasons of public interest;
- based on the fact that the transfer is necessary for the establishment, exercise or defence of legal claims.

Thus, in the absence of an adequacy decision on the level of protection of data handed down by the European Commission concerning non-member countries in which the aforementioned companies are based, data transfers to the companies mentioned under this article have thus formed the subject of agreements which conform to the "Standard Contractual Data Protection Clauses" adopted by the European Commission in matters of transfer of personal data to data processors based in non-member countries. A copy of these agreements can be obtained by contacting ING's data protection officer mentioned in Article 35.10.

Furthermore, the data collected by ING as insurance intermediary are also communicated to the insurance companies concerned which are external to the ING Group and which are based in a Member State of the European Union (in particular, NN Non-Life Insurance nv, NN Insurance Belgium SA, AON Belgium SPRL, Inter Partner Assurance SA, AXA Belgium SA, CARDIF(F), etc.) and any representatives thereof in Belgium (in particular, NN Insurance Services Belgium SA for NN Non-Life Insurance nv), provided they are necessary for the purposes of assessment of the insured risk and, where applicable, conclusion and management of the insurance contract, marketing of their insurance services (to the exclusion of sending advertising by e-mail), central customer management and control of the regularity of Transactions (including the prevention of irregularities).

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

35.5. Lawfulness of processing activities

The processing activities, including communications, in Articles 35.1 to 35.4 above are lawfully carried out only insofar as at least one of the following conditions is met:

a) the data subject has consented to the processing by ING or an ING Group company in the European Union of their personal data for one or more specific purposes.

The processing activities thus referred to are:

- those relating to communication of information and personalised offers from ING or the ING Group in the European Union based on payment data or other similar sensitive personal data (i.e. the use of such data for profiling purposes in the context of direct marketing) or based on the data subject's browsing history (i.e. the use of cookies in the context of direct marketing), and
- those relating to the communication of information or offers from ING or other ING Group companies by e-mail.

b) the processing is necessary to the conclusion or performance of the loan agreement to which the borrower is party, or necessary to the implementation of pre-contractual measures taken at the request of the data subject. The processing activities thus referred to are:

- those relating to the Transactions completed in connection with one or more of the banking, financial or insurance purposes mentioned in Article 35.1., or, for ING Group companies, in Articles 35.3. and 35.4.;
- the processing activities are carried out in connection with the purpose of control of the regularity of Transactions and prevention of irregularities and which are not covered by a statutory obligation.

c) the processing is necessary for fulfilment of a statutory obligation (including NBB/FSMA circulars) to which ING or another ING Group company in the European Union is subject, in particular, as regards ING:

- in connection with the application of rules on incapacity (including minors) and representation of incapacitated persons, marital property arrangements and successions, the provisions of the Civil Code;
- in connection with the legislation on the prevention and combating of terrorism and money laundering, including the law of 18 September 2017 on the prevent of money laundering and the financing of terrorism and the restriction of the use of cash, European Regulation of 15 November 2006 on information on the payer accompanying transfers of funds, as well as the European

regulations and decisions or Belgian legislation on restrictive measures and embargoes;

- in connection with risk management (credit, counterparty, operational risks, etc.), including the law of 25 April 2014 on the status and control of credit establishments and brokerage firms;
- in connection with the legislation on consumer protection (including the prevention of excessive consumer debt), notably Books III ("Freedom of establishment, service-provision and general obligations of undertakings", VI ("Market practices and consumer protection"), VII ("Payment and credit services") and XII ("Law on the digital economy") of the Code on economic law;
- in connection with fulfilment by ING's intermediaries of their statutory, regulatory or contractual obligations as mentioned in Article 35.1.2(2);
- in connection with statutory communication to judicial or administrative authorities. (National Bank of Belgium, FSMA, tax authorities, Privacy Commission, etc.), Belgian or foreign, as defined in Articles 3 and 35.3, including the Judicial Code, the Code of Criminal Procedure, Book VII ("Payment and credit services") of the Code on economic law and the Royal Decree of 23 March 2017 regulating the Central Individual Credit Register, the Law of 8 July 2018 on the organization of a central point of contact of accounts and financial contracts and on the extension of access to the central database of reports of seizure, delegation, transfer, collective debt settlement and protest and Article 322 §3 of the 1992 Income Tax Code;
- in connection with accounting and tax legislation, including Book III of the Code on economic law, the 1992 Income Tax Code; the VAT Code, the Inheritance Tax Code.

d) the processing is necessary for the purposes of the legitimate interests pursued by ING or another ING Group company in the European Union, except in the event of prevalence of the data subject's interests or fundamental freedoms and rights requiring protection of personal data, notably when the data subject is a child. The processing activities thus referred to are:

- the processing activities carried out in connection with the purposes mentioned in Article 35.1.2(2);
- the processing activities which are carried out in connection with the purpose of control of the regularity of transactions and prevention of irregularities and which are not covered by a statutory obligation or necessary for the conclusion or performance of a loan agreement;

- the exchange of data within the ING Group in the European Union referred to in Articles 35.3 and 35.4.

These processing activities are justified by the need to maintain appropriate commercial relations with the borrower and other data subjects, to prevent and combat fraud or protect the security of transactions for ING and/or the borrower. Similarly, the communication referred to in Article 35.3.3. is intended to avoid the excessive debt of persons applying for loans.

Where the data processing is based on the data subject's consent, as referred to in Article 35.5.a), the data subject has the right to withdraw their consent at any time, without however affecting the lawfulness of the processing based on consent carried out before the consent is withdrawn.

The subsequent activities of personal data processing for the compatible secondary purposes referred to in Article 35.1.4. are lawfully carried out by ING or another ING Group company in the European Union on one of the bases mentioned in points b, c and/or d mentioned above.

35.6. Processing of sensitive data

Data of a racial or ethnic nature shall never be processed, except in the event that it is included in the personal identifying data of the natural person concerned (primarily their surname, first name, address and nationality).

In this instance, the borrower and other data subjects, by freely communicating these data, authorise the processing of these data.

The groups of people with access to such data shall be staff members and intermediaries (independent agents or brokers) or ING and, where appropriate, of companies whose involvement is necessary or required or of other ING Group companies based in a member country of the European Union, responsible for carrying out one or more of the purposes mentioned above.

Similarly, data of a political, philosophical or religious nature and data relating to union membership or sex life, and data relating to health are not processed, subject to the single reserve of the instance in which they appear at the time of conclusion or management of the loan or the loan agreement (for example, a loan granted following an application filed with a view to organisation of a religious celebration or repayment of health-related costs), notably, documents to be furnished by the borrower (invoices, order forms, payslips and so on).

In this case, the borrower in question and other data subjects, by freely communicating these data, authorise the processing of these data, in connection with the conclusion or management of the loan. The groups of people with access to such data shall be staff members and intermediaries (independent agents or brokers) of ING and, where applicable, of companies whose involvement is necessary or required for credit processing.

Personal data that reveal racial or ethnic origin, political opinions, religious or philosophical beliefs or union membership may however be processed, including with a view to the automated decision-making as referred to in Article 35.2, in connection with the prevention of money laundering and the financing of terrorism, and this, in accordance with the legislation applicable in the matter (in particular, the law of 18 September 2017), notably in connection with identification of politically exposed persons.

The groups of people with access to such data shall be staff members and intermediaries (independent agents or brokers) of ING and, where applicable, of companies whose involvement is necessary or of other ING Group companies established in a Member State of the European Union or of the insurance companies concerned (outside the ING Group) and established in a Member State of the European Union, responsible for carrying out one or more of the above-mentioned purposes.

35.7. Protection of ING premises with surveillance cameras

The premises which ING allows borrowers and other data subjects access are protected by surveillance cameras, these people being advised of their presence by a pictogram as provided for by law. The data thus collected are processed for security purposes (surveillance of people and control of Transactions) by ING and are not intended to be transmitted to third parties, to the exclusion of the relevant authorities. The borrower and the other data subjects consent to be filmed during their visits to these premises.

35.8. Rights of the borrower and of the other data subjects

35.8.1. Rights of objection and automated individual decision-making

The borrower or any other data subject is entitled, at any time, by means of a simple request and free of charge, to:

- object to the processing of data concerning them for direct marketing purposes by ING;
- object to the exchange of data concerning them between ING Group companies based in a member country of the European Union for direct marketing purposes;
- object to the communication of data concerning them which are collected by ING in its capacity as an insurance intermediary to the insurance companies concerned (outside the ING Group) and based in a member country of the European Union and to their respective representatives in Belgium, for direct marketing purposes by those companies;
- object, for reasons relating to their personal situation, to the processing of personal data concerning them for statistical purposes, without ING or the other ING Group company concerned being able to challenge exercise of such a right.

Moreover, the borrower or any other data subject is entitled, at any time, by means of a simple request and free of charge, to object, for reasons relating to their personal situation, to processing of personal data concerning them, based on the legitimate interest of ING or of another ING Group company as referred to in Article 6.3.d), including profiling based on such a legitimate interest. In this case, ING or the other ING Group company concerned may however show that there are legitimate and overriding reasons for processing which prevail over the data subject's interests and rights and freedoms, or for the establishment, exercise or defence of legal claims.

In addition, the borrower or any other data subject is entitled to not form the subject of a decision based exclusively on automated processing, including profiling, producing legal effects concerning or affecting them significantly in a similar way. However, such a right does not apply when the decision:

- a) is necessary to the conclusion or performance of a contract between the data subject and ING (e.g. in matters of granting and management of loans or the prevention of fraud and the safeguarding of the security of transactions);
 - b) is authorised by EU law or the law of the Member State to which ING is subject and which also provided for appropriate measures for the protection of the data subject's rights and freedoms and legitimate interests (e.g. in matters of the prevention of terrorism and money laundering); or
 - c) is based on the data subject's explicit consent.
- In cases a) and c) above, any data subject may ask to express their point of view on the result of the

evaluation carried out by ING and dispute the decision taken on this basis by contacting an ING branch.

35.8.2. Right of access and of correction.

The borrower or any data subject may access the data concerning them processed by ING, another ING Group company, whether or not it is established in a Member State of the European Union, or an insurance company involved (outside the ING Group) and established in a Member State of the European Union and, where necessary, request the correction of any inaccurate data.

35.8.3. Right to be forgotten

The borrower or any other data subject also has the right to obtain from ING and/or other ING Group companies in the European Union, the erasure, as promptly as possible, of personal data concerning them ("right to be forgotten") if one of the following conditions is met:

- a) the personal data are no longer necessary in the light of the purposes for which they were collected or otherwise processed;
- b) the data subject withdraws the consent on which the processing is based, in accordance with Article 35.5.a) or Article 35.6, and there is no other legal justification for the processing;
- c) the data subject objects to the processing under Article 35.8.1(2) and there is not overriding legitimate interest for the processing, or the data subject objects to the processing under Article 35.8.1(1);
- d) the personal data have formed the subject of unlawful processing;
- e) the personal data must be deleted in order to fulfil a statutory obligation which is provided for in EU law or by the law of the Member State to which ING or another ING Group company is subject, in particular one of the statutory obligations referred to in point 35.5.c.;
- f) the personal data were collected in the context of the offering of services of the information company to children under the age of 13 years.

The aforementioned right to be forgotten should not however, be exercised where the processing referred to is necessary:

- a) for exercise of the right to freedom of expression and of information;
- b) in order to fulfil a statutory obligation that requires the processing provided for by EU law or by the law of the Member State to which ING or the other ING Group company in question is subject, in particular one of the statutory obligations referred to in point 35.5.c.;

c) for the purposes of scientific or historic research or for statistical purposes, where the right to be forgotten is likely to render impossible or seriously compromise achievement of the objectives of the said processing; or e) for the establishment, exercise or defence of legal claims.

35.8.4. Right to restriction of processing:

The borrower or any other data subject has the right to obtain from ING or the other ING Group company concerned restriction of the processing when one of the following applies:

- a) the accuracy of the personal data is contested by the data subject, for a period enabling ING or the other ING Group company concerned to verify the accuracy of the personal data;
- b) the processing is unlawful and the data subject opposes the erasure of the personal data and requests the restriction of their use instead;
- c) ING or the other ING Group company concerned no longer needs the personal data for the purposes of the processing, but they are required by the data subject for the establishment, exercise or defence of legal claims;
- d) the data subject has objected to processing, pending the verification whether the legitimate grounds of ING or the other ING Group company concerned override those of the data subject.

35.8.5. Right to data portability

The borrower or any other data subject shall have the right to portability of their data and, in this context, the right to receive the personal data concerning them which they have provided to ING, in a structured, commonly used and machine-readable format and have the right to transmit those data to another controller without hindrance from the controller to which the personal data have been provided, when:

- a) the processing is based on consent pursuant to point 35.5.a) or on a contract pursuant to point 35.5.b); and
- b) the processing is carried out by automated means.

The exercise of this right is however restricted solely to those data which the data subject has provided to ING, namely, the data actively and knowingly declared by the data subject (on a form, in a contract, etc.) and the data generated by the data subject's activity (by use of bank services, etc.), to the exclusion of the data which are derived, calculated or inferred by ING or another ING Group company from the data provided by the data subject, such as a profile).

The data subject exercising their right to data portability shall have the right to have their personal

data transmitted directly from one controller to another, where technically feasible.

35.8.6. Procedures for exercise of rights

The borrower or any other data subject notifies ING of their intention to exercise any one of the rights mentioned in Articles 35.8.1. to 35.8.5 by contacting the DPO referred to in Article 35.10 or Complaint Management, according to the procedure provided for in ING's Charter for Privacy Protection referred to in Article 35.10.

ING will forward requests for correction or erasure of data or restriction on processing to the other ING Group companies concerned, unless such communication proves impossible or requires disproportionate effort. The borrower or other data subject may also access a large number of data concerning them through ING's online services (in particular, Home'Bank/Business'Bank and ING Smart Banking) and, where applicable, correct or remove these data. They may also contact their ING branch to do so.

ING provides the borrower or the data subject with information about the measures taken following a request submitted in accordance with exercise of their rights referred to in Articles 35.8.1 to 35.8.5, as promptly as possible and in any case, within one month of receipt of the request. If required, this deadline may be extended by two months, taking account of the complexity and number of requests. ING informs the data subject of this extension and the reasons for this deferral, within one month of receipt of the request. Whatever the request submitted regarding ING, it may however, in the event of reasonable doubt about the identity of the natural person submitting the request in question, ask for additional information necessary to confirm the data subject's identity.

No payment is required to proceed with any communication and any measure pursuant to Articles 35.8.1 to 35.8.5. When a data subject's requests are clearly unjustified or excessive, notably on account of their repeated nature, ING may however:

- a) request payment of reasonable costs, which take into account the administrative costs incurred to provide the information, to proceed with communications or to take the requested measures; or
- b) refuse to follow up these requests.

35.8.7. Consequences of a refusal/omission to respond

The data subject may be required, on account of regulatory or contractual requirements, to provide personal data with a view to entering into a (pre-

)contractual relationship, continuing such a relationship or carrying out a transaction requested by the borrower.

There is no legal provision however, requiring that a response be provided to the questions asked by ING, but failure to answer them may result, depending on the circumstances, in the inability (in the case of a legal requirement) or the refusal (in the case of a contractual requirement) by ING to enter into a (pre)contractual relationship, continue such a relationship or carry out a given transaction requested by the borrower.

35.9. Conservation of data by ING

ING does not keep personal data for longer than is necessary for carrying out the purposes mentioned in Article 35.1, taking account moreover of the statutory archiving periods of time imposed on ING (e.g. by the legislation on the prevention of terrorism and money laundering or the tax and accounting legislation) and the periods of limitation of civil and criminal actions against ING or the borrower and other data subjects and the causes of interruption or suspension of those periods.

Taking account of these various factors, the following data are kept at ING for the following periods of time:

- the identification data of the borrower (and of the other data subjects): for 10 years after the end of the business relationship;
- the documentary evidence and recording of transactions necessary to accurately reconstruct the transactions completed by the borrower; for 10 years, from execution of the transaction in question, subject to longer periods of limitation and subject to the occurrence of a civil or criminal action.

Furthermore, provided the images recorded by surveillance cameras pursuant to Article 35.7 do not contribute to furnishing proof of an infringement, damage or nuisance, or do not allow identification of a perpetrator, person disturbing the peace, witness or victim, these are not kept for more than one month.

35.10. ING's declaration of confidentiality and other provisions applicable for privacy protection, ING's Data Protection Officer and supervisory authority

For any additional information about the processing of personal data by ING and the rights recognised as held by any data subject, the data subject may consult "ING's declaration of confidentiality for privacy protection", featuring as an appendix to ING's General Regulations on Transactions. For any query about the processing of personal data by ING, any data subject

may contact ING using ING's usual channels of communication:

- by logging on to ING Home'Bank/Business'Bank or ING Smart Banking services and where appropriate, by sending a message using these services, citing "Privacy" as the subject,
- by contacting their ING branch or contact person at ING,
- by calling the following number: +32 2 464 60 02,
- by sending an e-mail to info@ing.be, putting "Privacy" in the subject line.

In the event of any complaint about the processing of their personal data by ING, the data subject can contact ING's Complaint Management department, sending their request citing "Privacy" as its reference, with a copy of their identity credit card or passport:

- by post, at the following address:
ING Belgium, Complaint Management, Cours Saint Michel 60, B-1040 Brussels
- by e-mail, at the following address: plaintes@ing.be

CAUTIONARY ADVICE

PAY WITH YOUR credit card AND PIN WITH THE UTMOST SAFETY

Your payment card: a precious and absolutely personal instrument

_ As soon as you receive your credit card, sign it in the appropriate space: otherwise, a thief could sign instead of you! Certain payments are indeed executed on the basis of the Card Holder's signature.

_ Destroy cards which have expired. Similarly, destroy the old credit card when you receive a new one.

_ Keep your credit card on you or in a safe place. Never leave it somewhere accessible by third parties, such as a gym, nor at work or in your car.

_ Keep your withdrawal slips and payment receipts. Always check your bank account and credit Card statements as soon as you receive them. Notify any irregularity to your bank or the sender of the statement immediately.

_ Only provide your credit Card number to a well-known retailer, for example, when reserving tourism services by internet.

_ Insofar as possible, when you pay at a retailer, you should not let your credit card out of your sight. Ensure it is indeed your credit card that is returned to you after payment.

_ Use your credit card only for the purposes for which it is intended.

Keep your PIN and where appropriate your MasterCard SecureCode password secret. Secrecy is as easy as pie!



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- Memorise your PIN and password as soon as you receive or determine them and immediately destroy the notice in which you received the PIN.

_ Change your PIN as soon as possible at an ATM.

When you change it, do not choose too obvious a number (e.g. not part of your date of birth, the post code of your district, the first four digits of your telephone number, etc.). For greater convenience, you could be tempted to choose the same number for all your cards or access codes. This also of course implies risks!

_ Your PIN and password must stay secret: therefore, do not tell it (them) to anyone, not even a family member or friend, and certainly not to a supposedly well-intentioned third party. Nobody is entitled to ask you for your PIN or password: not your bank or even the police force or an insurance company.

_ Do not write your PIN or password anywhere, even in code form, for example, by disguising it or them as a fake telephone number.

_ Always enter your PIN code with the utmost discretion at both ATMs and retailers.

Always ensure sure no one is watching you, for instance, by hiding the keypad with one hand.

Do not allow anyone to distract you.

If you notice unusual circumstances, inform your bank branch immediately and, where appropriate, the retailer.

_ If you have good reason to believe that your PIN is no longer confidential, change it immediately at an ATM. If you cannot change your PIN, contact your bank immediately.

_ You should know that to enter the self-service area of a bank, you should never have to enter your PIN. If you are asked for your PIN, do not enter and warn your bank immediately.

What to do in the event of loss, theft or any other incident?

Advise credit card Stop immediately by calling +32 (0) 70 34 43 44. This service is available 24 hours a day and seven days a week and will block your credit card immediately. If you phone from abroad and do not have a touch-tone telephone, simply wait until the end of the menu. You will then be put through to an operator.

Note down the identification number of your call as assigned by Stop credit card (or the service stated by your bank). You will find it useful for subsequent actions. If your credit card is lost or stolen, have the local police prepare a report within 24 hours and ask for a copy or its references in full.

If your credit card is swallowed by a terminal, have it blocked immediately, via credit card Stop on + 32 (0) 70 34 43 44.

For more information?

Your bank is at your disposal for any further information regarding its products and services.

A few tips to pay with the utmost security:

_ always keep your payment credit card on you or in a safe place.

_ your PIN and, where appropriate, password should remain secret: do not tell them to anyone or write them down anywhere.

_ always enter your PIN away from prying eyes.

_ choose a new PIN if you think a third party may have learned it.

_ immediately notify any irregularity noted on your bank account or credit Card statements.

_ keep your Proton credit card with the same care as you do your cash.

_ in the event of loss, theft or any other incident, such as if your credit card is swallowed by an ATM, you must immediately contact credit card Stop on +32 (0) 70 34 43 44. Always keep the credit card Stop number on you, for instance, on your mobile phone directory, or memorise it. If necessary, it appears on most terminals.

**PURCHASE PROTECTION INSURANCE
ING Card
TERMS AND CONDITIONS**

Policy valid from 01/07/2017.

1. DEFINITIONS

Insurer:

AWP P&C S.A. – Belgian branch.

Zwaluwenstraat 2, 1000 Brussels - Belgium

Tel: + 32 2 290 64 11

Fax: +32 2 290 64 19

www.allianz-assistance.be

The company has been registered under FSMA code number 2769.

Our company registration number is 0837.437.919.

Policyholder: ING Belgium S.A., avenue Marnixlaan 24, 1000 Brussels

Card: ING Card valid issued by the Policyholder.

Cardholder: the person whose name is expressly stated on the credit card.



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Insured: Cardholder in his capacity of a private citizen and acting exclusively in the context of his/ her private life.

Insured Good: each moveable property with a minimum value of € 50 incl. VAT per item, that was bought new by the Insured during the policy term, and that was completely paid with his Card; **are excluded:**

- **jewels,**
- **fur,**
- **living animals,**
- **plants,**
- **perishable goods or drinks,**
- **money,**
- **foreign currencies,**
- **traveler cheques,**
- **transport documents,**
- **any marketable security,**
- **new or second-hand motored vehicles,**
- **and mobile phones.**

Loss: Aggravated Theft of an Insured Good or the Accidental Damage to an Insured Good.

Aggravated Theft: Theft through Break In or Theft with Assault.

Break In: forcing, damaging or destruction of any kind of lock mechanism.

Assault: any physical threat or physical violence by a Third Party with purpose to steal the Insured Good from the Insured.

Accidental Damage: any destruction, partial or complete damage due to a sudden and external cause.

Jewels: any object destined to be worn by a person, partly or completely made of precious metals or stones.

Partner: person with whom the Insured, as at the date of occurrence of the loss, constitutes a legal or de facto communal estate, who lives permanently at the same place of residence and who has the same home address. In this context, an original attestation issued by an official from the Population department will provide the necessary proof.

Third Party: any person other than the Insured, his spouse or Partner, child or parent.

2. COVERAGE

Object of cover: the Insurer shall reimburse the Insured within the bounds of coverage:

- In case of Aggravated Theft of the Insured Good: for the purchase price of the stolen Insured Good.
- In case of Accidental Damage of the Insured Good: for the repair costs of this Insured Good or, if such costs exceed its purchase price or when it cannot be repaired, the purchase price of this Insured Good.

Duration of coverage: the coverage is acquired to the extent that the Aggravated Theft or Accidental Damage occurs **within 200 days**, starting on the day of purchase or on the day of delivery of the Insured Good.

Exclusions:

Excluded of coverage are:

- **An intentional act or deception by the Insured or one of his relatives (husband or wife, Partner, ascendant or descendant);**
- **Mysterious disappearance or loss;**
- **Damage of the Insured Good caused during transport or during processing by the vendor;**
- **Theft other than Aggravated Theft; simple theft is excluded;**
- **Normal wear or gradual degradation of the Insured Good due to erosion, corrosion, humidity or the effect of heat or cold on the Insured Good;**
- **A defect proper to the Insured Good;**
- **Non respect of the operating instructions, defined by the producer or distributor of this good;**
- **Production error;**
- **War or civil war;**
- **Embargo, confiscation, seizure or destruction by order of a government or public authority;**
- **Disintegration of the atomic nucleus or ionizing radiation;**
- **Items purchased for re sell.**

Insured Limits: € 3.000 per Insured per Claim, and per period of 12 consecutive months.

Threshold: The guarantee shall only apply for the Insured Good of the minimum purchase value of € 50 incl. VAT per insured item.

Pairs and Sets: when the Insured Good is a part of a pair or a set and after damage it appears that the individual item is irreplaceable or irreparable, the coverage will be applicable to the entire pair or set.

Payment of the Indemnity: When a Loss has been notified in accordance with the below mentioned terms and if the Insurer determines that it is covered by this insurance, the Insurer shall pay the Indemnity to the Insured within 10 calendar days after the date

at which the Insurer has confirmed coverage.

3. WHAT TO DO IN CASE OF A CLAIM

In case of Loss: immediately after determining the Aggravated Theft or the Accidental Damage of an Insured Good, the Insured has to:

- in case of Aggravated Theft: lodge a complaint with the police within 48 hours;
- in all cases: declare the Loss to the Insurer by sending him the filled in and signed claims notification form as soon as possible and at latest 20 calendar days following the date of the insured Loss. The claims notification form can be found on the website www.ing.be or requested from the Insurer on +32 2 290 61 00.

The claims notification has to include all the proof of loss documents listed hereunder.

Proof of Loss:

- **In each case**, the Insured has to provide the Insurer with:
 - credit card statement justifying the payment of the Insured Good with the credit card,
 - each piece of evidence that can identify the Insured Good as well as the purchase price and date, such as invoice, receipt.

In case of Aggravated Theft, the Insured has to send the following documents to the Insurer:

- original police report
- each proof of the Loss, being:
 - in case of Theft with Assault: any evidence, such as a medical certificate or a written testimony, signed and dated by the witness and with statement of his name, surname, -- place and date of birth, address and profession.
 - in case of Theft through Break In: each document proving the damage, such as the estimate or invoice of the repair of the lock or lock mechanism or a copy of the declaration to the car insurance or fire or home insurance.

In case of Accidental Damage, the Insured also has to send the following documents to the Insurer:

- the original of the estimate or the invoice of the repair, or
- the certificate of the vendor, which details the nature of the damage and certifies that the Insured Good is irreparable.

The Insurer reserves its right to request any other document or piece of information necessary to validate the Loss and to determine the indemnity. The Insurer will open a claim file within 5 working

days. The opening letter containing the claims reference, contact phone number, and the name of the claim adjuster will be sent to the Insured.

4. GENERAL PROVISIONS

Territorial Scope of Coverage: The coverage is applicable worldwide.

Loss adjustment and payment of the indemnity: An expert can be sent by the Insurer to examine the circumstances of the Loss and to determine the amount of the indemnity.

Effective Date of the Coverage: The coverage of this contract shall take effect on the date of activation of the credit card or later, depending on conditions of each guarantee; no coverage, however, take effect before the inception date of this insurance contract underwritten for the Policyholder by the Insurer. Losses that occur before the date of activation of the credit card or before the inception date of the insurance contract will not be covered by this insurance contract.

Termination of Coverage: Notwithstanding contrary clause in the present document, all coverages will be terminated immediately and will expire automatically in case of non-renewal or termination of the credit card or if this insurance contract underwritten for the Policyholder by the Insurer terminates for any reason whatsoever.

Time Bar: Any claim, based on this contract becomes prescribed 3 years after the event on which it was based.

Complaints and Mediation: Questions and complaints about this insurance can be submitted to the Quality Officer of the Insurer, by letter or by sending an e-mail to the following address: quality@allianz-global-assistance.be. Complaints can also be lodged with the Insurance, square de Meeûs 35 at 1000 Brussels/ Belgium - Tel: +32 2 547 58 71 - Fax +32 2 547 59 75 - email: info@ombudsman.as - internet: www.ombudsman.as.

The filing of a complaint does not undermine the possibility for the Policy Holder and/ or the Insured to institute legal action.

Applicable Law and Jurisdiction: The present contract is governed by Belgian law and by the Insurance Act of 4 April 2014. Disputes between parties shall be judged exclusively by the courts of Belgium.

Personal Data: The personal data (hereinafter the "Data") will be processed in accordance with the law of



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8 December 1992 on the protection of privacy. The Data will be processed for the purpose of management and optimal use of the services provided by the Insurer, including risk assessment, contract management, claims handling and fraud prevention. To achieve these objectives, the Insurer may be required to transfer Data to other companies of his group, to subcontractors or to partners. These companies, subcontractors or partners may be located in countries outside the European Economic Area that do not necessarily offer the same level of protection as Belgium. The Insurer shall take all precautionary measures to ensure the protection of Data. However, the Insurer cannot avoid all risks related to the processing of Data. According to the law, the Insured is entitled to access, amend or oppose (for a reasonable cause) to the processing of Data relating to him. To exercise these rights, the Insured can contact the Insurer at any time in writing at Blvd de la Plaine 11, 1050 Brussels. In as far as necessary and in particular in respect of health related data, the Insured approves the processing and the transfer of the Data within the limits and under the conditions described here above.

Subrogation: Article 95 of the Insurance Act of 4 April 2014 stipulates that the Insurer takes over the rights and obligations of the Insured towards third parties to the amount of the compensation paid by the former.

SAFE ON LINE INSURANCE
ING Card
TERMS AND CONDITIONS

Policy valid from 01/07/2017

1. DEFINITIONS

Insurer: AWP P&C S.A. – Belgian branch.
Zwaluwenstraat 2, 1000 Brussels - Belgium
Tel: + 32 2 290 64 11
Fax: +32 2 290 64 19
www.allianz-assistance.be

The company has been registered under FSMA code number 2769.

Our company registration number is 0837.437.919.

Policyholder: ING Belgium S.A., avenue Marnixlaan 24, 1000 Brussels

Card: any valid ING Card issued by the Policyholder.

Cardholder: the person whose name is expressly stated on the credit card.

Insured: Cardholder in his capacity of a private citizen and acting exclusively in the context of his/ her private life.

Partner: person with whom the Insured, as at the date of occurrence of the loss, constitutes a legal or de facto communal estate, who lives permanently at the same place of residence and who has the same home address. In this context, an original attestation issued by an official from the Population department will provide the necessary proof.

Third Party: any person other than the Insured, his spouse or Partner, child or parent.

Insured Item: all new material movable items purchased for private use which was bought during the policy term on the Internet from a Seller, provided that the purchased good is delivered to the Insured by mail or private transportation in Belgium, that the minimum purchase value of the purchased good is €50 (including VAT) and that the purchased good is not excluded from the cover.

Seller: merchant selling the Insured Item via internet.

Non Compliance: the delivered Insured Item does not correspond to the factory or distribution reference indicated on the order slip or is delivered with a failure preventing its proper functioning, is broken or incomplete.

Non Delivery: the Insured Item has not been delivered within 30 calendar days following the debit of the Insured's Account stated on the Insured credit card statement.

Online Payment: any payment done online with a credit card with or without PIN code, without signed bills or with no electronic signature and for which the credit card of the Insured is debited.

Loss: occurrence of an event which is covered by this insurance.

2. COVERAGE

Delivery of the goods bought on the Internet

In case of problem occurring during the delivery of the Insured Item, the Insured will benefit from the cover described here below:

- the Insured Item must have been paid for with the credit card during the period of validity of the Card;
- the transaction corresponding to this purchase must appear on the credit card statement.

Claims Process

The indemnity is payable by the Insurer if no amicable satisfactory solution was found with the Seller, by the Insurer or the Insured, maximum 90 calendar days following the payment of the Insured Item.

In case of Non Delivery:

The Insurer will reimburse to the Insured the purchase price including VAT (delivery costs included) of the Insured Item in the limit of the amount effectively paid to the Seller with the Insured credit card and within the insured limit mentioned in the clause "Amount of the Indemnity per Claim per Year".

In case of Non Compliance Delivery:

- If the Seller accepts the return of the item, and sends a replacement item or reimburses the purchase value to the Insured, the insurance covers the costs to send the item back to the Seller in case these are not picked up by the Seller;

- If the Seller accepts the return of the item but does not send a replacement item nor reimburses the purchase value to the Insured, the insurance covers the costs of returning the Insured Item to the Seller and the purchase value of the Insured Item (delivery costs excluded);

- If the Seller does not accept the return of the Insured Item, the insurance covers the costs of sending the Insured Item to the Insurer and reimburses the purchase value of the Insured Item (delivery costs excluded).

The purchase value of the Insured Item is considered including VAT, in the limit of the amount effectively paid to the Seller. The Insurer reserves its right to accomplish an expertise or an investigation at his own expenses in order to assess the circumstances and the extent of the loss.

Exclusions

Are excluded from the cover the following items and the claims resulting from:

- Living animals;
- Perishable goods and food;
- Drinks;
- Plants;
- Motorized vehicles;
- Cash, shares, bonds, stocks, and any security or negotiable instrument;
- Jewels or gems, art work, goldsmithery, silverware, with a value superior to €150;
- Numerical data displayed or downloaded on internet (MP3, files, photos, software etc.);
- Any performance of services purchased online;
- Online performance of services;
- Items used in a professional or industrial context;
- Items purchased for re sell;
- Items purchased on auction websites;

- Intentional or criminal actions of Insured;
- Damages caused intentionally on the Insured Item by the Insured;
- Non delivery of the Insured Item resulting from a strike of the mail services or the carrier;
- Damages caused by war, civil commotion, insurrection, rebellion, revolution or terrorism or acts of God;
- Any claim resulting from fraudulent use of credit card.

Amount of the Indemnity per Claim per Year € 750 (including VAT) per claim per Insured per period of 12 consecutive months.

When the Insured Item is a part of a bigger whole and it appears that the individual item is unusable or irreplaceable, the purchase value of the whole will be reimbursed. The indemnity, all taxes included, will be transferred in Euros to the Insured on the bank account appointed by him.

3. WHAT TO DO IN CASE OF A CLAIM

The Insured shall declare the Loss to the Insurer by sending him the filled in and signed claims notification form as soon as possible and at latest 20 calendar days following the date of the insured Loss. The claims notification form can be found on the website www.ing.be or requested from the Insurer on +32 2 290 61 00

The claims notification has to include all the proof of loss documents listed hereunder.

- **In case of Non-Compliant delivery**, the Insured is supposed to be informed of the loss as from the reception of the delivery or from the moment he is aware of the Non Compliance of the delivery.
- **In case of Non Delivery**, the Insured is supposed to be informed of the loss when the Insured Item was not delivered within the delay specified on the terms and conditions of sale of the Seller. Following the reception of the claims notification, the Insurer shall intervene, on the Insured's behalf, directly with the Seller or the transporter aiming at finding an amicable solution.

Proof of loss documents to provide to the Insurer in case of non-delivery or non-compliance delivery:

In order to get reimbursed, the Insured shall provide following proof of loss documents:

- The print of the purchase order confirmation (email), any confirmation of the order by the Seller or the print screen of the order;
- The copy of the credit card statement or notice of debit from the Insured justifying the debited amount(s) of the order;
- In case of delivery by a private carrier: the delivery slip



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- In case of delivery by mail: the tracking of the delivery in possession of the Insured;
- In case the Insured Item is sent back to the Seller: the receipt justifying of the freight with delivery confirmation charges.

The Insurer reserves its right to request any other document or piece of information necessary to investigate the Loss and evaluate the amount of refund. The Insurer will open a claim file within 5 working days. The opening letter containing the claims reference, contact phone number, and the name of the claim adjuster will be sent to the Insured.

4. GENERAL PROVISIONS

Territorial Scope of Coverage: For the coverage Safe on Line:

- Safe Online covers items purchased on websites domiciled in USA and European Union.
- The Insured Item shall be delivered in the country where the credit card was issued.

Loss adjustment and payment of the indemnity: An expert can be sent by the Insurer to examine the circumstances of the Loss and to determine the amount of the indemnity.

Effective Date of the Coverage: The coverage of this contract shall take effect on the date of activation of the credit card or later, depending on conditions of each guarantee; no coverage, however, take effect before the inception date of this insurance contract underwritten for the Policyholder by the Insurer. Losses that occur before the date of activation of the credit card or before the inception date of the insurance contract will not be covered by this insurance contract.

Termination of Coverage: Notwithstanding contrary clause in the present document, all coverages will be terminated immediately and will expire automatically in case of non-renewal or termination of the credit card or if this insurance contract underwritten for the Policyholder by the Insurer terminates for any reason whatsoever.

Time Bar: Any claim, based on this contract becomes prescribed 3 years after the event on which it was based.

Complaints and Mediation: Questions and complaints about this insurance can be submitted to the Quality Officer of the Insurer, by letter or by sending an e-mail to the following address: quality@allianz-global-assistance.be. Complaints can also be lodged with the

Insurance Ombudsman, square de Meeûs 35 at 1000 Brussels/ Belgium - Tel: +32 2 547 58 71 - Fax +32 2 547 59 75 - email: info@ombudsman.as - internet: www.ombudsman.as.

The filing of a complaint does not undermine the possibility for the Policy Holder and/ or the Insured to institute legal action.

Applicable Law and Jurisdiction: The present contract is governed by Belgian law and by the Insurance Act of 4 April 2014. Disputes between parties shall be judged exclusively by the courts of Belgium.

Personal Data: The personal data (hereinafter the "Data") will be processed in accordance with the law of 8 December 1992 on the protection of privacy. The Data will be processed for the purpose of management and optimal use of the services provided by the Insurer, including risk assessment, contract management, claims handling and fraud prevention. To achieve these objectives, the Insurer may be required to transfer Data to other companies of his group, to subcontractors or to partners. These companies, subcontractors or partners may be located in countries outside the European Economic Area that do not necessarily offer the same level of protection as Belgium. The Insurer shall take all precautionary measures to ensure the protection of Data. However, the Insurer cannot avoid all risks related to the processing of Data. According to the law, the Insured is entitled to access, amend or oppose (for a reasonable cause) to the processing of Data relating to him. To exercise these rights, the Insured can contact the Insurer at any time in writing at Blvd de la Plaine 11, 1050 Brussels. In as far as necessary and in particular in respect of health related data, the Insured approves the processing and the transfer of the Data within the limits and under the conditions described here above.

Subrogation: Article 95 of the Insurance Act of 4 April 2014 stipulates that the Insurer takes over the rights and obligations of the Insured towards third parties to the amount of the compensation paid by the former.

TRAVEL ACCIDENT INSURANCE
ING Card
General Conditions

DEFINITIONS Part 1

Policy n° valid from 01/ 07/ 2017.

Insurer:
AWP P&C S.A. - Belgian branch.



ING Card GENERAL CONDITIONS (Version of July 1st 2019)

Zwaluwenstraat 2, 1000 Brussels - Belgium

Tel: + 32 2 290 64 11

Fax: +32 2 290 64 19

www.allianz-assistance.be

The company has been registered under FSMA code number 2769.

Our company registration number is 0837.437.919.

Policyholder:

ING Belgique S.A, avenue Marnixlaan 24, 1000 Brussels

Eligible and Insured Persons:

- All the ING Card cardholders, whose name is expressly stated on the valid credit card and issued by the Policyholder as well as
- The members of the Family domiciled at the same address as the Cardholder travelling with or without the Cardholder.

The Card: the valid ING Card, issued by the Policyholder.

Cardholder: The natural person, whose name is stated on the credit card.

Partner: A person with whom the Cardholder is cohabitating in fact or in the eyes of the law, on the long term at the same residence, and being domiciled at the same address.

A certificate issued by the city "Officier de l'état civil/ Ambtenaar van de burgerlijke stand" will suffice as proof.

Family

- spouse or Partner of the Insured;
- natural or adopted children of the Insured or those of his/ her spouse or Partner, dependent on the Insured or his/ her spouse or partner, aged under 25.

Third party

Any natural or legal person with the exception of:

- the Insured Person himself;
- direct ascendants and descendants, as well as anyone living under the same roof as the Insured Person.

Abroad

Any country apart from:

- the country of residence of the Insured Person;
- the country of the usual place of residence of the Insured Person;
- the country of the usual workplace of the Insured Person.

Trip

The Insured Person travelling to a destination abroad during maximum 60 days.

Insured trip

Any trip for which 100% of the total transportation cost is paid with the Insured credit card or 30% of the total amount of the organized trip including the transport costs.

Physician

Doctor of medicine and/ or member of an Association of Physicians legally authorized to practice medicine in the country in which the injury occurred and/ or in which the treatment of the said injury took place.

Intoxication

Set of disorders due to a substance being introduced into the body of the Insured Person in which the measured pure alcohol and/ or illegal substances content is higher than the maximum authorized content as stipulated by the legislation of the country in which the injury occurs.

Bodily injury

Any physical impairment suffered by a person.

Material damage

Any alteration, deterioration, accidental loss, and/ or destruction of an object or substance, including any physical assault inflicted on an animal.

Accident

Sudden event occurring during the period of validity of the policy, the cause or one of the causes of which is external to the body of the Insured Person, and which causes the Insured Person bodily injury.

The following are likened to accidents, provided they occur to the Insured Person during the period of validity of the policy:

- Injuries to health which are the direct and sole consequence of an insured accident or of an attempt to rescue persons or property in danger;
- The inhalation of gas or fumes and the absorption of toxic or corrosive substances;
- Muscular dislocations, distortions, strains and tears caused by sudden physical
- stress;
- Frostbite, heat stroke, sunstroke;
- Drowning;
- Anthrax, rabies, tetanus.

War

Any armed opposition, declared or not, from one State to another State, an invasion or a state of siege.

The following are notably likened to war: any warlike activity, including the use of military force, by any sovereign nation whatsoever to achieve economic, geographic, nationalistic, political, racial, religious or other ends.

Civil war

Any armed opposition between two or more sections of one and the same State for ethnic, religious or ideological reasons.

The following are notably likened to a civil war: an armed revolt, revolution, riot, coup d'état, the consequences of martial law, the closing of borders ordered by a government or by local authorities.

Terrorism

The following acts are deemed to be acts of terrorism where they involve, abroad and/or in the country of destination of the return trip, the closing of the airport (airports) and/ or of the air space and/ or of the terminal or of the station:

- Any actual or threatened use of force or violence directed at or causing damage, injury, harm, or disruption;
- The commission of an act dangerous to human life or property, against any individual, property or government, with the stated or unstated objective of pursuing economic, ethnic, nationalistic, political, racial or religious interests, whether such interests are declared or not.
- Any act which is verified or recognized by the relevant government as an act of terrorism.

The following acts shall not be considered acts of terrorism:

- Any act of insurrection, strike, riot, revolution criminal attack involving the use of nuclear, biological or chemical weapons
- Robberies or any other criminal act primarily committed for personal gain, and acts arising primarily as the result of prior personal relationships between perpetrator(s) and victim(s).

Hospital

An establishment approved by the Ministry of Public Health of the country of the injury and/ or of the treatment and charged with the medical care of patients and of accident victims, with the exception of the following establishments: preventoria, sanatoria, psychiatric and rehabilitation hospitals, rest homes and other similar kinds of institutions.

Hospitalization

Stay in hospital medically necessitated for the medical treatment of an accident or illness, taking into account

the hospital accommodation costs.

Rental vehicle

Any motor vehicle with at least 4 wheels (including motor homes, trucks) used for the private transport of persons or goods, for a maximum period of 60 days. Long-term leasing vehicles are not covered.

BENEFITS Part 2

Purpose of the policy

The purpose of this policy is to ensure that Insured Persons who travel by one of the means of public transport hereinafter indicated: aircraft, train, boat or bus, departing from the country of their usual place of residence, benefit from the covers and amounts indicated in the Special Conditions in the context of the application of these General Conditions, provided that 100% of the costs of the trip or 30% of the total amount of the organized trip including the transport costs have been paid, before departing on the trip, with an insured credit card.

Coverage is equally afforded for trips made in a rental vehicle. The single or return trip from/ to a place of embarkation with a view to making the insured trip is equally covered, even if this journey has not been paid for with the credit card.

Risks covered

In case of an accident occurring whilst resorting to one of the aforementioned means of public transport, Insured Persons are covered in case of death or of permanent PPD (Permanent Partial Disability), provided that the degree of such disability represents at least 25%, calculated in accordance with the Belgian Official Disability Scale (BOBI) in force on the day of the accident.

Death as the result of an accident

If the Insured Person dies within two years of the accident included in the cover solely from the after-effects of the aforesaid accident, an indemnity of 100.000 euros will be paid to the beneficiaries.

If after a period of at least six months has elapsed as from the accident and after checking all the evidence and supporting documentation available, the company has every reason to suppose that it is dealing with an injury which is included in the cover, the disappearance of the Insured Person will then be regarded as an event likely to trigger the covers of this policy.

If following payment the Insured Person is found to still be alive, the beneficiary(ies) will reimburse the company with all the sums paid by the latter in the context of the payment of the benefit.

The benefits due in case of death and of permanent disability may not be accumulated.

Permanent disability as the result of an accident

Where the Insured Person is the victim of an accident which is included in the cover, and it is medically established that some permanent disability remains, the Company pays a maximum of 100.000 euros and proportional to the degree of disability fixed in accordance with the Belgian Official Disability Scale (BOBI) in force on the day of the accident, without however exceeding a degree of disability of 100%. Where the degree of disability is equal to or exceeds 66%, the disability will be deemed to be total and indemnified at the rate of 100%.

The benefit due with respect to any injury affecting limbs or organs which are already disabled or which have lost functionality will be based only on the difference existing between the condition before and after the accident. The evaluation of injuries to a limb or organ cannot be increased by the pre-existing disabled condition of another limb or organ. In case the consequences of an accident are made worse by disabilities, illnesses, causes or circumstances incidental to the accidental event, the benefit cannot be higher than the benefit which would have been due had the accident affected a healthy body.

The benefit is awarded based on the conclusions of the medical examiner appointed by the Company or on the medical certificates submitted where no medical examiner has been appointed.

If stabilization has not yet taken place 12 months after the accident, the company may, at the request of the Insured Person, pay a provision equal at most to half of the minimum benefit which is likely to be awarded to the latter on the day of such stabilization.

The benefits due in case of death and of permanent disability may not be accumulated.

Repatriation of the body following an accidental death

The company reimburses up to the limit of the amount indicated hereafter, the costs relating to the repatriation of the mortal remains of the Insured Person to a cemetery in his former country of residence or usual place of residence; this includes post mortem examinations, embalming and the customs dues necessitated by the repatriation. The company does not meet funeral expenses and burial costs.

The company is not responsible for organizing the repatriation.

The Company shall meet the justified costs of search and/ or rescue, up to the limit of the sum specified in the special conditions, if the Insured Person is immobilized as the result of bodily injury.

Insured limits

1. Limit of compensation
 - a) accidental death € 100.000
 - b) permanent invalidity following an accident € 100.000
 - c) body repatriation following accidental death, search and rescue costs € 30.000
2. Aggregate limit
The limit of 130.000 euros constitutes the maximum payable any one Insured Person under this policy for any claim covered, irrespective of the number of cards used. The maximum sum payable under this policy as the result of one and the same event may not exceed euro 5 million

Flight risk

The insurance extends to include the use as passenger of any aircraft or helicopter duly authorized for the transport of persons, provided that the Insured Person is not one of the crew and that he does not carry out during the flight any professional or other activity relating to the actual plane or flight.

EXCLUSIONS Part 3

The covers shall not apply in the following cases:

- War, civil war.
However, the Insured Person shall continue to benefit from coverage for 14 calendar days as from the start of hostilities whenever he is surprised by such events whilst abroad and provided that he does not actively participate in the same.
- Intentional act and/ or incitement and/ or obviously reckless act, unless this is a deliberate attempt to rescue persons and/ or animals and/ or goods.
- intoxication.
- Suicide or attempted suicide.
- Nuclear reactions and/ or radioactivity and/ or ionizing radiation, except where incurred during medical treatment which is necessary as the result of an injury included in the cover.
- Sport, including training, practiced professionally and/ or against payment, as well as the following sports practiced as an unpaid amateur: aerial sports, except ballooning.
- Mountaineering, rock-climbing, hiking away from well-used and/ or officially marked paths
- Big game hunting
- Ski jumping, downhill skiing and/ or snowboarding and/ or cross-country skiing, all practiced away from well-used and/ or officially marked pistes.
- Caving, rafting, canyoning, bungee jumping, deep sea diving
- Martial arts
- Competition with motorized vehicles, with the

exception of tourist rallies where no time and/ or speed standard is imposed.

- Participation in and/ or training and/ or preparatory trials for speed competitions.
- Bets and/ or dares, fighting and/ or tussling, except in legal self-defense (a report from the authorities will serve as proof).
- Disorder and measures taken to combat it, unless the Insured Person and/ or the beneficiary proves/ prove that the Insured Person did not actively take part.

WHAT TO DO IN CASE OF CLAIM Part 4

- a) The Policyholder and/ or the Insured Person must notify the company as soon as possible of the occurrence of the claim by means of the documents made available to them. The claims notification form can be found on the website www.ing.be or requested from the Insurer on +32 2 516 98 35. The company must be informed immediately of any fatal accident.
- b) The Insured Person must provide the Company without delay with all useful information and meet the requests which are made to him, this with a view to determining the circumstances of the claim and ascertaining the scope of the same.
- c) The Insured Person must take all reasonable measures to prevent and to lessen the impact of the circumstances of the loss.

If the Insured Person fails to meet one of the obligations cited under sub-paragraphs a) b) & c), and if this proves to be to the detriment of the Company, the latter shall be entitled to claim a reduction in the benefit payable by it, and this up to the limit of the detriment suffered by it.

The company may refuse to provide cover if the Insured Person has, with fraudulent intent, failed to meet the obligations set out under sub-paragraphs a) b) & c).

GENERAL PROVISIONS Part 5

Age limit

The Insured Person may be no more than 70 years of age upon conclusion of the policy.

The cover shall terminate as of right on the first anniversary date following the day on which the Insured Person reaches 75 years of age

Beneficiaries in the case of death

In case of the death of the Insured Person, the beneficiaries shall be as follows: Any spouse who is not judicially separated from the Insured Person, failing this, the children of the Insured Person, failing this, the

partner of the Insured Person, failing this, the rightful claimants of the Insured Person, except the State. Creditors, including the tax authorities, may not claim entitlement to benefit.

The Insured Person may designate another beneficiary by writing to the Company.

Effective Date of the Coverage: The coverage of this contract shall take effect on the date of activation of the credit card or later, depending on conditions of each guarantee; no coverage, however, take effect before the inception date of this insurance contract underwritten for the Policyholder by the Insurer. Losses that occur before the inception date of the insurance contract will not be covered by this insurance contract.

Termination of Coverage: Notwithstanding contrary clause in the present document, all coverages will be terminated immediately and will expire automatically in case of non-renewal or termination of the credit card or if this insurance contract underwritten for the Policyholder by the Insurer terminates for any reason whatsoever.

Territorial Scope of Coverage: The coverage is applicable worldwide.

Time Bar: Any claim, based on this contract becomes prescribed 3 years after the event on which it was based.

Complaints and Mediation: Questions and complaints about this insurance can be submitted to the Quality Officer of the Insurer, by letter or by sending an e-mail to the following address: quality@allianz-global-assistance.be. Complaints can also be lodged with the Insurance Ombudsman, square de Meeûs 35 at 1000 Brussels/ Belgium - Tel: +32 2 547 58 71 - Fax +32 2 547 59 75 - email: info@ombudsman.as - internet: www.ombudsman.as.

The filing of a complaint does not undermine the possibility for the Policy Holder and/or the Insured to institute legal action.

Applicable Law and Jurisdiction: The present contract is governed by Belgian law and by the Insurance Act of 4 April 2014. Disputes between parties shall be judged exclusively by the courts of Belgium.

Protection of privacy

With a view to the conclusion of the policy and the proper administration of the same, and solely for this purpose, the Insured Person hereby gives his consent specifically in relation to the processing of medical data



ING Card GENERAL CONDITIONS (Version of July 1st 2019)

concerning him. (Law on the protection of privacy)

Benefits

The benefits are determined based on the medical and factual data available to the company. The insured person and/ or the beneficiary(ies) are entitled to accept or to refuse the same. In the latter case, he/ they must inform the company of his/ their objections by means of registered letter sent within 90 calendar days of receipt of the advice.

All benefits are payable without interest following acceptance by the Insured Person and/ or the beneficiary(ies). In case of refusal by the company, any claim to benefit shall lapse three years after communication of such refusal.

Personal Data: The personal data (hereinafter the "Data") will be processed in accordance with the law of 8 December 1992 on the protection of privacy. The Data will be processed for the purpose of management and optimal use of the services provided by the Insurer, including risk assessment, contract management, claims handling and fraud prevention. To achieve these objectives, the Insurer may be required to transfer Data to other companies of the Insurer's group, to sub-contractors or to partners. These companies, subcontractors or partners may be located in countries outside the European Economic Area that do not necessarily offer the same level of protection as Belgium. The Insurer shall take all precautionary measures to ensure the protection of Data. However, the Insurer cannot avoid all risks related to the processing of Data.

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In as far as necessary and in particular in respect of health related data, the Insured approves the processing and the transfer of the Data within the limits and under the conditions described here above.

Subrogation: Article 95 of the Insurance Act of 4 April 2014 stipulates that the Insurer takes over the rights and obligations of the Insured towards third parties to the amount of the compensation paid by the former.

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