

# Regulations for hiring safe-deposit

1<sup>st</sup> July 2019



## I. Purpose

Hire of a safe-deposit box on ING Belgium premises is subject to a hire agreement between it and the customer.

These regulations govern the mutual rights and obligations of both parties to this agreement. II.

### Multiple hirers - joint and several liability

If there is more than one hirer, joint hirers - unless otherwise agreed - exercise the rights arising under the hire agreement separately; each of the joint hirers shall have access to the safe-deposit box.

The joint hirers shall be jointly, severally and indivisibly liable for the obligations arising under the hire agreement and these regulations, i.e. in respect of payment of all amounts due to ING Belgium pursuant to the agreement.

When the term 'hirer' is used in these regulations, it refers to each of the joint hirers, unless stipulated otherwise.

### III. Power of attorney

1. The hirer may appoint one or more proxies to have access to the safe-deposit box.

For this purpose, the hirer shall issue a power of attorney by means of a form provided by ING Belgium, unless ING Belgium has, expressly or tacitly, agreed to consider a power of attorney issued in another form.

The proxy shall be entitled to terminate the hire agreement, unless this power is expressly denied them in the power of attorney.

2. In the event of more than one hirer:

- the proxy appointed by all the joint hirers may access the safe-deposit box alone;
- the powers of the proxy appointed by one or more of the joint hirers shall be subject to the same restrictions as those of the mandator(s).

3. If several proxies are appointed, they shall, unless otherwise stipulated, exercise the powers granted to them severally.

4. If the power of attorney is terminated for whatever reason, in particular termination, the mandator shall notify ING Belgium

accordingly by means of a registered letter or a written statement made at the branch.

ING Belgium undertakes to take account of the termination of the power of attorney as from the third bank working day following receipt of the said notice. ING Belgium shall in any event, and insofar as is possible, endeavour to take account of such termination before expiry of this deadline.

### IV. Access to the safe-deposit box

1. The hirer shall receive, together with the receipt for payment of the first rent, the key to the safe-deposit box, together with an access card to the premises where the hired safe-deposit box is located.

In the event of more than one hirer, each of them shall receive an access card and the key to the safe-deposit box shall be duly issued to one of them, on behalf of all of them.

Each of the proxies shall receive an access card, under the hirer's responsibility.

The key to the safe-deposit box and the access card(s) shall be returned to ING Belgium upon termination of the hire agreement or, in the case of an access card issued to a proxy, upon termination of the power of attorney, regardless of the reasons for such termination.

2. The access card must be produced upon each visit to the safe-deposit box area.

In addition, the joint hirer or proxy requesting access to the safe-deposit box shall, in accordance with Article 102 of the Inheritance Law, sign the register kept for this purpose by ING Belgium.

### V. Use

1. The hirer may not place the following items in the safe-deposit box:

- hazardous or harmful objects or substances, including substances that might cause damage as stipulated in Article XI, 2, point 5;
- perishable objects or substances, or objects or substances which - for whatever reason, such as any emanation they may produce - may result in ING Belgium or any third party incurring loss, damage or inconvenience.

2. If the hirer places objects, substances or other valuables which require special environmental conditions or maintenance or prevention measures in the safe-deposit box, they shall take all the requisite measures and precautions, because ING Belgium shall not accept any obligation whatsoever in this respect, and shall therefore not accept any liability whatsoever in the event of damage to objects, substances or valuables.

## vi. Term

1. The hire agreement shall take effect on the date on which the safe-deposit box is made available to the hirer.

The agreement is for an indefinite period.

The hirer may terminate the agreement at any time by means of a registered letter or a written statement made at the branch.

ING Belgium may terminate the agreement subject to notice by registered letter to the hirer - or, in the event of more than one hirer, to one of them on

behalf of all of them. Such notice shall expire on the last day of the month following that in which notice is given.

2. Upon expiry of the agreement for whatever reason, the hirer of the safe-deposit box shall make it available to ING Belgium empty and in good condition.

If, upon expiry of the agreement for whatever reason, ING Belgium cannot access the safe-deposit box, it is not empty and in good condition, or if the key and the access card(s) are not returned to ING Belgium, ING Belgium has the right to consider that the hire agreement has been renewed, with the aforementioned regulations continuing to apply for termination of the renewed agreement, without prejudice to ING Belgium's right to apply Article IX below.

3. If ING Belgium terminates the agreement, it shall, where appropriate, compensate the hirer, at the hirer's request, for proven loss incurred by the hirer. Such compensation shall be equal to the

amount of rent overpaid, calculated on a pro rata basis, minus any costs for opening the safe-deposit box.

4. If the hirer terminates the agreement, ING Belgium shall be entitled to all the rent for the current year.

### VII. Automatic termination

If the hirer fails to honour any of their obligations pursuant to the hire agreement or these regulations, and in particular if the rent is not paid within one month of the due date, ING Belgium shall be entitled, a fortnight after the hirer has failed to respond to a reminder sent by registered letter, to automatically terminate the hire and have free disposal of the safe-deposit box, in accordance with the provisions of Article IX below.

ING Belgium shall be exempt from sending such advance notice and from complying with any formality or notice if there are serious grounds for suspecting that the safe-deposit box contains hazardous, harmful or perishable objects or substances.

The provisions of Article VI, point 3, shall apply in the aforementioned cases.

### VIII. Rent

1. The annual rent is payable in advance on 1 January each year, in accordance with the list of charges prevailing at the time. However, the first rent, which is calculated on a pro rata basis, is payable at the time the agreement takes effect.

2. The hirer officially authorises ING Belgium to debit any account opened with ING Belgium in the hirer's name with the amount of the rent and all other costs payable by the hirer in accordance with the provisions of the agreement and these regulations.

3. ING Belgium may amend the current charges applicable at any time, provided it informs the hirer in writing at least one month before the new charges come into force. If the hirer does not exercise the right of termination stipulated in point VI before the end of such deadline, he/she shall be deemed to have accepted the new charges.

If the charges applicable are increased, the hirer is requested by ING Belgium to pay the difference between the new rent and that paid earlier in advance, applied over the period left to run until 31 December.

### IX. Forced opening of the safe-deposit box

1. If, upon termination of the agreement, the hirer does not, for whatever reason, make the safe-deposit box available to ING Belgium empty and in good condition, ING Belgium shall be entitled - without prior notice - to have the safe-deposit box opened and request a bailiff of its choice to draw up a statement and official report of the safe-deposit box being opened and an inventory of the contents thereof.

The objects and valuables included in the said inventory shall be placed in a sealed envelope or deposited in a bank account in the name of the hirer, or in a joint account in the event of more than one hirer; the contents shall be used firstly to secure the payment of all amounts owed to ING Belgium by virtue of the hire agreement or for whatever reason.

If the safe-deposit box is found to contain hazardous, harmful or perishable objects or substances, ING Belgium shall take such emergency measures as it deems necessary; ING Belgium may not be held liable in respect of such measures other than in the event of serious or deliberate error on its part.

2. The measures referred to in point 1 above shall apply if the hirer - requested, by means of a registered letter, to open their safe-deposit box due to force majeure or on urgent practical grounds, such as definitive or temporary closure of the safe-deposit box premises or their move elsewhere - has not responded to this request within a month of dispatch of the aforementioned registered letter.

In that event, ING Belgium may place the contents of the safe-deposit box in another safe-deposit box, located on the same premises or on other premises in the vicinity thereof, in which event the new safe-deposit box shall become the subject of the current hire agreement.

3. In the event a serious, unforeseen event jeopardises the hirer's interests, and no emergency measures have been taken, ING Belgium shall be exempt from compliance with the procedure stipulated in points 1 and 2 above; in that case, ING Belgium shall have the safe-deposit box opened without prior notice, at the expense of the hirer and take all reasonable measures justified by the said

event. ING Belgium shall notify the hirer to this effect as soon as possible.

4. If, for whatever reason, the safe-deposit box must be opened, ING Belgium alone shall have the right to appoint the professional instructed to open it.

The costs involved in opening the safe-deposit box and restoring it to its original condition shall be paid by the hirer or, where appropriate, their legal beneficiaries.

## X. Liability

1. The hirer is liable for loss or damage - through fault or omission on their part or on the part of their proxy - to the hired safe-deposit box, other safe-deposit boxes and/or the contents thereof or the premises on which they are located.

ING Belgium reserves the right to have the loss or damage repaired at the hirer's expense.

2. The hirer shall be liable for all the consequences for themselves, for ING Belgium or for any third party that might arise as a result of the presence of objects, substances or valuables referred to in Article V in the safe-deposit box.

3. Whatever the case, ING Belgium accepts liability for any serious error on the part of the bank or its members of staff.

## XI. Coverage

1. The valuables placed in the safe-deposit box are covered against theft, fire and water damage. without any formalities or expense on the part of the hirer.

2. Cover does not extend to:

- unexplained loss;
- damage during periods of war or revolution;
- damage arising from loss of profit, interest or expected profit, damage or loss due to improper or fraudulent use of the valuables and objects, and all other indirect or resultant damage;
- obsolescence, gradual deterioration, inherent defect of the valuable or object, rust, oxidation, mould, vermin, curling, damage due to damp, exposure to light or substantial

changes in temperature, unless such damage is due to a sudden, unforeseen event;

- - loss, damage, liability or costs, all or part of which is due directly or indirectly to:

- ionising radiation or radioactive contamination due to fissionable materials and/or nuclear waste and/or combustion thereof;
- radioactive, explosive or other hazardous properties of nuclear installations, nuclear reactors and/or other nuclear compounds or components;
- any weapon that uses atomic or nuclear fission or fusion, or any other similar reaction or radioactive power or material.

3. Proof of the existence of the contents of the safe-deposit box and the value thereof on the day of the damage must be provided by the hirer. Such proof may be provided by any legal means, including presumption based on the submission of invoices, expert estimates, coupon receipts, slips, etc.

The hirer shall refrain from depositing in the safe-deposit box those documents that might evidence the existence of the valuables and provide identification and estimates thereof.

The hirer is strongly advised to keep the following elsewhere:

- - at the very least, a personal inventory, duly updated;
- - expert estimates for collectibles such as postage stamps, jewellery, etc.;
- - invoices, delivery slips, forms;
- - subscription forms, receipts for collection of coupons, etc.;
- - a list of transferable securities, with details of their characteristics and numbers (it must be possible to identify them precisely).

## XII. Death

In the event of the death of the hirer or their spouse - or of one of the joint hirers or the spouse of one of the joint hirers - the safe-deposit box may, in accordance with Article 101 of the Law on Estates, only be opened when ING Belgium has summoned a representative of the Property Registry and in the presence of a representative of ING Belgium, who shall make an inventory of all objects and valuables in the safe-deposit box, and those in sealed envelopes, packets or boxes in the safe-deposit box.

However, such inventory may be replaced by an inventory compiled by a notary; in that case, ING Belgium need not be present.

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The formalities in respect of opening the safe-deposit box and making an inventory of the contents thereof shall only be arranged after provision by the heirs and beneficiaries of the substantiating documents relating to the right of succession, which ING Belgium shall request.

The hirer's heirs and beneficiaries are jointly, severally and indivisibly liable towards ING Belgium for all amounts owed by virtue of the hire and consequences thereof.

### XIII- Dormant safe-deposit boxes

When the rent has not been paid for at least 5 years and ING Belgium has terminated the hire agreement, the safe-deposit box is considered as "dormant". ING will then begin the information and search procedure stipulated by law. If this procedure does not produce a result before the end of the first year after the safe-deposit box has become dormant, ING Belgium then opens the safe-deposit box in the presence of a bailiff or a notary before the end of the second year after the safe-deposit box has become dormant. The bailiff or notary draws up an inventory of the contents of the safe-deposit box in question and the contents of the safe-deposit box will be put into sealed envelopes entrusted to ING Belgium. However, ING Belgium will make every effort to:

1. enter cash into accounts;
2. destroy perishable objects;
3. transfer prohibited or dangerous objects to the competent authority.

The physical delivery of the sealed envelope and its inventory as well as the communication of the data stipulated by law to the competent authorities (competent federal public department and/or Caisse des Dépôts et Consignations) will be carried out in accordance with the law.

ING Belgium may charge the hirer the costs of the search, safe-deposit box opening fee and drawing up the inventory and the cost of storage and physical delivery of the sealed envelopes.

### VX. Communications

The hirer must provide ING Belgium with immediate, written notification of any change of address, and of any event that affects their capacity or civil status or that of their spouse, a joint hirer or the spouse of a joint hirer.

All notifications to the hirer shall be duly served to the address given in the agreement, unless written notification has been given to the effect that this address has been changed.

All correspondence for ING Belgium shall be addressed to the branch where the safe-deposit box is located. The bank may not - except in the event of serious, deliberate error on its part - be held liable for delays that might occur pursuant to notifications being sent or delivered to another address.

### XV. Protection of privacy

ING Belgium processes personal data communicated or made available to it pursuant to 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 "European Regulation"), and to the Belgian legislation on personal data protection and implementing decrees thereof.

#### 1. Data processing by ING Belgium

In addition to the other data processed (from external sources, whether public or not) by ING Belgium stated in Article 6 (Protection of privacy) of the ING Belgium General Regulations, personal data which are communicated by the hirer (or their proxy) to ING Belgium on any document (form, letter, etc.) or orally

- upon application to amend the regulations of the hire of the safe-deposit box,
- upon a query or complaint relating to the hire of the safe-deposit box (or the relevant insurance),
- upon request to terminate an agreement for the hire of a safe-deposit box,

are processed by ING Belgium in connection with asset management transactions (including investments and rental of safe-deposit boxes) and brokerage (insurance, leasing or other products or services of partner companies), centralising customer management, marketing (e.g. studies and statistics) for banking, financial, insurance services and/or other products or services (where applicable, provided by other partner companies; list on request) offered by ING Belgium (unless the private individual in question objects, upon request and free of charge, to direct marketing), loans (if any), a global overview of the customer and controlling the legality of transactions as well as preventing irregularities.

ING Belgium also processes them for other secondary purposes (where applicable) and those of the processing stated in Article 6 (Protection of privacy) of ING Belgium's General Regulations.

## **2. Data communication by ING Belgium**

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

- persons designated by the customer;
- independent agents of ING Belgium, acting in its name and on its behalf;
- companies whose involvement is necessary for achievement of ING Belgium's purposes stated in point XV.1. of these Regulations, in particular:
  - for management of payment transactions, such as: equensWorldline SA (Belgium), Swift SCRL (Belgium), and payment clearing and settlement institutions (Centre d'Echange et de Compensation ASBL ("CEC") and Systèmes technologiques d'échange et de traitement SA ("STET"));
  - computing/electronic management (including security): ICT suppliers, such as Unisys Belgium SA (Belgium), IBM Belgium SPRL (Belgium), Adobe (Ireland), Contraste Europe VBR (Belgium), Salesforce Inc. (USA), Ricoh Nederland BV (Netherlands), Fujitsu BV (Netherlands), Tata Consultancy Services Belgium SA (Belgium and India), HCL Belgium SA (Belgium), Cognizant Technology Solutions Belgium SA (Belgium), Getronics BV (Netherlands), ING Tech Poland (Poland);

- for marketing activities: Selligent SA, Bisnode Belgium SA and Social Seeder SPRL (all in Belgium) and, where applicable, external call centres (particularly for enquiries);
- for payment and account-related transactions: ING Business Shared Services Bratislava in Slovakia and ING Business Shared Services Manila in the Philippines;
- for the management of payment incidents: persons who engage in consumer debt collection and who, for this purpose, in accordance with Article 4, §1 of the Law of 20 December 2002 on the amicable recovery of consumer debts, are registered with the Belgian Federal Economics Small and Medium-sized Businesses and Energy Agency (list on request), like Fiducré SA;
- for the security of funds and securities: G4S SA/Loomis Belgium SA (Belgium);
- for the archiving of paper or electronic versions of the data: OASIS Group (Belgium)

- ING Group companies in the European Union or otherwise,
  - related insurance companies, or
  - other ING Belgium partner companies (list on request), operating in a Member State of the European Union, on behalf of which ING offers products or services, in the case of subscription to them or an interest shown by the data subjects;
  - the competent authorities, in particular the Central Contact Point of the National Bank of Belgium referred to in Article 5 of ING Belgium's General Regulations or the Caisse de Dépôts et Consignations or the relevant federal public department referred to in Article VIII hereof;
  - credit, financial and equivalent institutions referred to in Article 5.6. of ING Belgium's General Regulations under the conditions set out in this article;
- and this, pursuant to the provisions set out below.

Furthermore, these data are communicated to the other ING Group companies operating or not banking, insurance or financial activities within the European Union (list available upon request) for the purposes of centralising customer management, the marketing of banking and/or insurance services (excluding the sending of advertising by e-mail and unless the customer objects, upon request and free of charge,

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

Likewise, they may also be communicated to insurance brokers acting as insurance intermediaries for ING Belgium.

Nevertheless, the Bank only transfers data to non-Member States of the European Union that do not ensure an adequate level of protection in the cases provided for in applicable legislation on privacy protection, for example by including amended regulations in the agreement, such as those covered by Article 46.2 of the European Regulation.

### **3. Protection of ING premises by surveillance cameras**

The premises in which the safe-deposit boxes are located and to which ING Belgium grants access to the hirers (or their proxy) are protected by surveillance cameras, these persons being informed of their presence by a pictogram as stipulated by law. The data thus collected are processed for the purpose of security (monitoring of persons and controlling the legality of transactions - including the prevention of irregularities) by ING Belgium, and are not intended to be sent to third parties, to the exclusion of the competent authorities. The hirer (or their proxy) consents to be filmed when visiting such premises.

### **4. Rights of data subjects**

Any natural person may, without charge, be informed about their data and, if necessary, have them corrected.

They can also request their erasure or a limitation on their processing, and can object to their processing. Lastly, they also have the right to data portability.

Any natural person can object, free of charge and on request, to the processing of their data by ING Belgium for the purposes of direct marketing and/or to the communication of those data, for the same purpose, to other companies of the ING Group and/or to related insurers in the European Union and to their agents in Belgium. They can also object, for reasons relating to their specific situation, to the processing of their personal data for statistical purposes.

### **5. ING Belgium confidentiality declaration and other applicable privacy protection regulations, ING Belgium's Data Protection Officer and the supervisory authority**

For any additional information on the personal data processing conducted by ING Belgium and, in particular, on the individual automated decisions taken by ING Belgium, on the recipients of data, the lawfulness of processing, the processing of sensitive data, the protection of premises by surveillance cameras, the requirement to provide personal data, the regulations for the exercising of rights recognised to any data subject and on the retention of data by ING Belgium, the data subject can consult:

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

For any questions on the processing of personal data by ING Belgium, any data subject can contact ING Belgium via its usual channels of communication:

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

In the event of a complaint about the processing of their personal data by ING Belgium, the data subject can contact ING Belgium's Complaint Management service, sending a request with the subject "Privacy" and a copy of their identity card or passport to:

- the following postal address:

ING Belgium, Complaint Management, Cours Saint Michel 60, B-1040 Brussels

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

If they do not receive satisfaction or want additional information on privacy protection, the data subject can contact ING Belgium's Data Protection Officer at:

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

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

#### xvi. Amendments to the regulations

All modifications to the provisions of these regulations are proposed by ING Belgium to the hirer by a written and dated notice which will be sent to them by postal letter (if necessary, registered) or by e-mail. **ING may also notify the hirer via another durable medium, for example via a notice in the bank statements.**

If the hirer does not wish to accept such amendments, they may terminate the hire in accordance with the procedure laid down in Article VI, within thirty (30) days of the date of the notification.

If the hirer does not take up this option, they shall be deemed to accept the proposed amendments.

#### xvii. General Regulations

ING Belgium's General Regulations govern the relationship pursuant to the hire agreement insofar as the provisions of the said agreement or these regulations do not derogate therefrom.

The hirer acknowledges receipt of a copy of the General Regulations and confirms that they accept all the clauses therein.

ING Belgium SA – Bank – Registered office: Avenue Marnix 210, B-1040 Brussels – VAT BE 0403.200.393 –  
RPM Brussels – Tel. +32 2 547 21 11 - [www.ing.be](http://www.ing.be) - [info@ing.be](mailto:info@ing.be) – BIC: BBRUBEBB –  
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