

# GENERAL INFORMATION REGARDING ACCOUNTS AND CARDS

january 2020



This document is intended to give the information required by Belgian law to any person possibly wishing to acquire an account and/or card offered by ING Belgium.

## Contents

1. **General information about ING and its independent agents**
2. **Main features of accounts and cards**
3. **Cost of accounts and cards and associated services and transactions**
4. **Risks linked to the loss, theft or misuse of ING Belgium payment instruments**
5. **Right of cash withdrawals in euro open only to consumers for contracts entered into outside ING places of business or remotely**
6. **Right of termination open to all clients**
7. **Languages used in your ING Relationship**
8. **Complaints and disputes**
9. **Applicable law and competent courts**
10. **Relevant authorities**
11. **Professional associations and codes of conduct**
12. **Conflicts of interest policy**
13. **Amendments to this general information**
14. **Deposits protection information sheet**

**Appendix:** form for exercising right of cash withdrawals (only for consumers)

## 1. General information about ING and its independent agents

The accounts/cards as referred to in point 2.A) of this general information are offered to you by:

**ING Belgium SA/NV** - Bank - Registered Office:  
Avenue Marnix/Marnixlaan 24, B-1000 Brussels, Belgium

Brussels Register of Companies -

VAT BE 0403.200.393 -

Tel. +32 2 547 21 11- Fax: +32 2 547 38 44 -

www.ing.be - info@ing.be -

BIC: BBRUBEBB - IBAN: BE45 3109 1560 2789

Main activities: account and card contracts, financial investment contracts, loan contracts and life or non-life insurance policies. Hereinafter referred to as "ING Belgium".

ING Belgium works with independent agents acting in its name and on its behalf, listed in Belgium on the register of "agents providing banking and investment services" maintained by the Financial Services and Markets Authority ("FSMA").

## 2. Main features of accounts and cards

A) The accounts and cards referred to in this document are as follows:

### 1) Current accounts

#### **ING go to 18 Account:**

Current account aimed at young people up to the age of 17 inclusive. This account may only have one account holder. It is free for the young person's legal representative to open the ING go to 18 Account and it can be done in branch or via Home'Bank for young people over the age of 10. From 10 years of age, the account holder receives an ING debit card and has access to electronic channels (Home'Bank, Self'Bank, Smart Banking and Phone'Bank). Account statements are available free of charge via Home'Bank or Self'Bank. Charges applied to payment transactions and additional services are detailed in the charges leaflet for individuals, referred to in point 3 of this document.

#### **ING Lion Account:**

Current account for private use for adult, legally competent individuals at the time of the application and with an e-mail address. This account, exclusively in euros, may have a maximum of two account holders and no proxy.

If there are two account holders, they will always be considered by ING Belgium as equal and indivisible. The same account holder can only have a maximum of two ING Lion Accounts. Opening the ING Lion Account is free and can be done at ing.be, via Home'Bank or in branch. Each account holder receives an ING debit card and has access to electronic channels (Home'Bank, Self'Bank, Smart Banking and Phone'Bank). An unlimited number of electronic transactions is also included in the fee. Account statements are available free of charge via Home'Bank. Charges applied to the fee, any manual transactions possible and additional services are detailed in the charges leaflet for individuals, referred to in point 3 of this document.

#### **ING Green Account:**

Current account for adult individuals. Opening the ING Green Account is free and can be done in branch or via Home'Bank. The first two account holders receive an ING debit card and have access to electronic channels (Home'Bank, Self'Bank, Smart Banking and Phone'Bank). An unlimited number of electronic payments and 12 manual debit transactions are also included in the fee. Account statements are available free of charge via Home'Bank or Self'Bank. Charges

applied to the fee, payment transactions beyond the fee and additional services are detailed in the charges leaflet for individuals, referred to in point 3 of this document.

**ING Basic Banking Service Account:**

Is a current account for individuals who do not yet have a current account or any customer credit. This account may have only one account holder and no proxy. Opening the ING Basic Banking Service Account is free and can be done in branch. The account holder receives an ING debit card that gives access to the cash withdrawals in euro and payment service in Belgium and Europe. An unlimited number of electronic payments and 36 manual debit transactions are also included in the fee, as well as access to Self'Bank, Home'Bank, Smart'Banking and Phone'Bank. Account statements are available free of charge via Self'Bank or Home'Bank. Charges applied to the fee, payment transactions not included in the fee and additional services are detailed in the charges leaflet for individuals, referred to in point 3 of this document.

**ING Professional current account:**

Current account for business use intended for adult individuals. Opening the ING Professional current account is free and can be done on ing.be, at a branch or via Business'Bank. The first two account holders receive an ING debit card and have access to electronic channels (Business'Bank, Self'Bank, Smart Banking and Phone'Bank). An unlimited number of electronic payments and 12 manual debit operations are also included in the fee. Account statements are available free of charge via Business'Bank or on Self'Bank. Charges applied to the fee, payment transactions not included in the fee and additional services are detailed in the charges leaflet for individuals referred to in point 3 of this document.

**Account under administration:**

Is a current account for persons placed under the provisional administration of a professional. Opening the Receivership Account is free and can be done in branch.

The provisional administrator determines the means of payment and the electronic channels which the account holder may have. Account statements are available free of charge via Home'Bank or Self'Bank. Charges applied to the fee, payment transactions not included in the fee and additional services are detailed in the

charges leaflet for individuals, referred to in point 3 of this document.

**ING Corporate Plus Account:**

Is a current account for legal entities. Opening the ING Corporate Plus Account is free and can be done on ing.be, in branch, via Business'Bank and TTL. An ING debit card, access to electronic channels (Business'Bank, Self'Bank, Smart Banking and Phone'Bank), designation of two proxies, an unlimited number of electronic transactions and 12 manual debit transactions are included in the fee. Account statements are available free of charge via Business'Bank or Self'Bank. Charges applied to the fee, payment transactions not included in the fee and additional services are detailed in the charges leaflet for legal entities, referred to in point 3 of this document.

**Third-party Real Estate Agent Account:**

Is an account for Estate Agents enabling them to temporarily receive funds from clients or third parties. Opening the Estate Agent 3rd Party Account is free and can be done in branch by means of signature of a specific agreement. Charges applied to maintaining the account, payment transactions and additional services are established according to the charges applied to the ING Green Account detailed in the charges leaflet for individuals, referred to in point 3 of this document, barring those exceptions indicated in the account application.

**2) Privalis Accounts**

**Bankruptcy Account:**

Is an account on which authority is conferred, within the meaning of the law, for bankruptcy trustees, enabling them to temporarily receive bankruptcy funds. Opening the Bankruptcy Account is free and can be done in branch or via Business'Bank through the Privalis option. Charges applied to maintaining the account, payment transactions and additional services are established according to the charges applied to the ING Green Account detailed in the charges leaflet for individuals, referred to in point 3 of this document, barring those exceptions indicated in the account application.

**Mediation Account:**

Is an account on which authority is conferred, within the meaning of the law, for debt mediators enabling them to receive the income of a person under debt mediation and to pay his creditors. Opening the Mediation Account is free

and can be done in branch or via Business'Bank through the Privalis option. Charges applied to maintaining the account, payment transactions and additional services are established according to the charges applied to the ING Green Account detailed in the charges leaflet for individuals, referred to in point 3 of this document, barring those exceptions indicated in the account application.

**Consignment Account:**

Is an account on which authority is conferred, within the meaning of the law, for lawyers who need or wish to deposit funds whilst awaiting a court decision. Opening the Consignment Account is free and can be done in branch. Charges applied to maintaining the account, payment transactions and additional services are established according to the charges applied to the ING Green Account detailed in the charges leaflet for individuals, referred to in point 3 of this document, barring those exceptions indicated in the account application

**Case Account:**

Is an account on which authority is conferred, within the meaning of the law, for lawyers and bailiffs enabling them to divide into sub-accounts funds of clients or third parties.

Opening the Business Account is free and can be done in branch or via Business'Bank through the Privalis option. Charges applied to maintaining the account, payment transactions and additional services are established according to the charges applied to the ING Green Account detailed in the charges leaflet for individuals, referred to in point 3 of this document, barring those exceptions indicated in the account application.

**Notary public sub-account:**

Is an account on which authority is conferred, within the meaning of the law, for Notaries Public enabling them to divide into sub-accounts funds of clients or third parties. Opening the Notary Public Sub-Account is free and can be done in branch or via Business'Bank through the Privalis option. Charges applied to maintaining the account, payment transactions and additional services are established according to the charges applied to the ING Green Account detailed in the charges leaflet for individuals, referred to in point 3 of this document, barring those exceptions indicated in the account application.

**Third-party Notary public Account:**

Is an account on which authority is conferred, within the meaning of the law, for Notaries Public enabling them to temporarily hold funds of clients or third parties. Opening the Notary Public 3rd Party Account is free and can be done in branch by means of signature of a specific agreement. Charges applied to maintaining the account, payment transactions and additional services are established according to the charges applied to the ING Green Account detailed in the charges leaflet for individuals, referred to in point 3 of this document, barring those exceptions indicated in the account application.

**Third-party Bailiff Account:**

Is an account on which authority is conferred, within the meaning of the law, for Bailiffs enabling them to temporarily hold funds of clients or third parties. Opening the Bailiff 3rd Party Account is free and can be done in branch by means of signature of a specific agreement. Charges applied to maintaining the account, payment transactions and additional services are established according to the charges applied to the ING Green Account detailed in the charges leaflet for individuals, referred to in point 3 of this document, barring those exceptions indicated in the account application.

**Third-party Lawyer's Account:**

Is an account on which authority is conferred, within the meaning of the law, for lawyers enabling them to temporarily hold funds of clients or third parties. Opening the Lawyer 3rd Party Account is free and can be done in branch by means of signature of a specific agreement. Charges applied to maintaining the account, payment transactions and additional services are established according to the charges applied to the ING Green Account detailed in the charges leaflet for individuals, referred to in point 3 of this document, barring those exceptions indicated in the account application.

**3) Savings accounts**

**Regulated savings accounts:**

- a) For individuals: ING Green Savings Account, ING Orange Savings Account, ING Lion Premium Savings Account, ING Lion Deposit, ING Tempo Savings
- b) For legal entities: ING Green Savings Account and ING Orange Savings Account

**Non regulated savings account:  
ING FlexiBonus Account:**

The main features specific to each of these savings accounts, regulated or unregulated, appear on specific product fact sheets available in ING branches and at [www.ing.be](http://www.ing.be).

**4) Deposit accounts:**

ING Term Account, ING Long Term Account, ING Thematic Citizens' Lending (term accounts are opened in accordance with the law of 26 December 2013 on Citizens' Thematic Lending and the provisions of this law apply. By law, early closing is not authorised during the 5 first years).

The main features specific to each of these accounts appear on specific product information sheets available in ING branches and at [www.ing.be](http://www.ing.be).

**5) Other accounts**

**ING Invest Account:**

Is a separate account for investment transactions. This allows you to separate your investments from your everyday banking transactions. Different currencies can be associated with this account, which applies the same-day value. Interest is subject to Belgian withholding tax (27% on the date of publication of this document). Opening and maintaining the ING Invest Account are free.

**ING Managed Current Account:**

Is a special account for Private Banking customers with a wealth management arrangement. This makes it possible to clearly separate wealth management transactions from the everyday transactions of the Private Banking customer. Different currencies can be associated with this account, which applies the same-day value. Interest is subject to Belgian withholding tax (27% on the date of publication of this document). Opening and maintaining the ING Managed Current Account are free.

**ING Business Account:**

Is a special sub-account for professional purposes linked to a traditional ING Belgium current account. This allows the client to better manage his/her liquid assets. Interest is subject to Belgian withholding tax (27% on the date of publication of this document). Opening and maintaining the ING Managed Current Account are free.

**6) Cards**

**Debit cards**

**The debit card:**

Is associated with an ING current account. It allows you to make Bancontact and Maestro payments on compatible terminals in Belgium and overseas. It also allows you to make cash withdrawals in Belgium and the rest of the world along with purchases on the internet. It has limits specified in the General Terms and Conditions of the ING debit card.

Specific restrictions and debit cards:

- The debit card Business Card reserved for professional customers
- The debit card go to 18 card for young people up to the age of 17 inclusive.
- The debit card LimiCard for customers in receivership. The functions of the debit card LimiCard are limited to cash withdrawals in euro, up to an amount limited in ING SelfBank. The debit card LimiCard can only be used in Belgium.
- The debit card deposit card is a card which gives access only, on ING SelfBank, to the "deposit" functionality on the associated current account.
- Charges applied to these debit card are detailed in the charges leaflet for individuals, referred to in point 3 of this document.

**Credit cards**

**Visa Classic and MasterCard Gold:**

Credit cards allowing you to withdraw money and pay a retailer affiliated to the Visa or Mastercard payment network, world-wide. The total expenditure is debited once a month from the current account. Several types of free insurance are linked to the card.

**Credit Card ING Card (comes with an arranged overdraft facility):**

A flexible credit card allowing you to withdraw money and pay a retailer affiliated to the Mastercard network, world-wide. The customer opts for repaying expenditure once or in instalments. Several types of free insurance are linked to the card.

The credit card ING Card can only be granted to private individuals living in Belgium.

These credit cards are issued with an annual fee covering the use of the card as a means of

payment. The Card Holder is informed of the amount of this fee, as well as the charges for using the services to which the Card gives access, in the leaflet "Charges applied to the main banking operations of private individuals" available at [www.ing.be](http://www.ing.be).

B) These accounts and these cards may be offered by ING Belgium (subject to acceptance), depending on the circumstances, on its premises (e.g. at ING branches) or otherwise (e.g. at home) or remotely, via ING Belgium's website ([www.ing.be](http://www.ing.be)), ING Belgium's mobile website ([www.m.ing.be](http://www.m.ing.be)), and using ING Belgium's services: Home'Bank/Business'Bank (PC transactions), Phone'Bank (phone transactions), Smart Banking (transactions using the customer's mobile device), ExtraBranch Mobility (transactions using ING's mobile system) and/or Self'Bank (ING's electronic terminals).

However, all the accounts and cards mentioned above are not necessarily offered, managed or cancelled via all ING Belgium's electronic channels (ING website ([www.ing.be](http://www.ing.be)), ING Belgium's mobile website ([www.m.ing.be](http://www.m.ing.be)), Home'Bank/Business'Bank, Phone'Bank, Self'Bank, Smart Banking or ExtraBranch Mobility).

C) Without prejudice to the special contractual provisions agreed between the parties, ING Belgium's accounts/cards and any resulting relations concerning transactions performed on these accounts/with these cards, are governed by the following general or special regulations or conditions:

- current accounts and cards are governed by the following general or special regulations or conditions: the General Regulations (GR) (including the appended terms and conditions of the Phone'Bank, Home'Bank/Business'Bank, Smart Banking and ExtraBranch Mobility services) and ING Belgium's Special Regulations for Payment Transactions (SRPT). Furthermore, debit cards (payment cards) and credit cards are governed, depending on the card(s) concerned, by the General Conditions of the ING Debit card, the ING Card General Conditions, the ING Visa Classic Card General Conditions, the ING Visa Gold and ING Mastercard Gold General Conditions, the General Conditions of the ING Mastercard Business for legal entities and the General Conditions of the ING MasterCard Business for professionals.

- savings accounts and term accounts are subject to ING Belgium's General Regulations (GR) and the special conditions applicable to the account in question (Regulations of the ING Green Savings Account and the ING Orange Savings Account, Regulations of the ING Lion Premium Savings Account and the ING Lion Deposit, Regulations of the ING Tempo Savings, Regulations of the ING Term Account, Regulations of the ING Thematic Citizens' Lending, Regulations of the ING FlexiBonus Account, etc.). A product information sheet specific to each type of savings account, regulated or unregulated, and to each type of term account concerned is available in branch and at [www.ing.be](http://www.ing.be), on the page for the service concerned.

- the ING Business Account is subject to ING Belgium's General Trading Regulations (GTR), ING Belgium's Special Regulations for Payment Transactions (SRPT) and the special conditions applicable to this account.

- the ING Invest Account and the ING MC Account are subject to ING Belgium's General Trading Regulations (GTR).

D) The regulations or conditions, general or special, and their appendices, are available at [www.ing.be](http://www.ing.be) (see bottom of page "Charges and regulations") and at ING Belgium branches.

These regulations or conditions, general or specific, and their appendices, along with the specific product information sheets are also available before conclusion of the contract relating to the account/to the card, depending on the circumstances, on the ING Belgium website ([www.ing.be](http://www.ing.be)), the ING Belgium mobile website ([www.m.ing.be](http://www.m.ing.be)), Home'Bank/Business'Bank, Smart Banking or ExtraBranch Mobility.

When you use Home'Bank/Business'Bank and Smart Banking, you can also see the following details that are updated when you view them:

- the type of account or card;
- the names of the account holders.

Moreover, all documents relating to the specific details (type of account or card, account holders, etc.) of the contract that you will be concluding will be archived electronically by ING Belgium for 10 years after the end of the contract, in accordance with the applicable laws. During this period, you have the option of receiving these

details by writing to ING Belgium, Cours Saint-Michel/Sint-Michielswarande, 60 B-1040 Brussels or by contacting your ING Belgium branch.

### 3. Cost of and payment for accounts and cards and associated services and transactions

A) Charges for ING Belgium accounts and cards and those applied to any associated services and transactions are given in our leaflets "Charges applied to main banking transactions for individuals" and "Charges applied to main banking transactions for legal entities", available at ING branches and at [www.ing.be](http://www.ing.be) (see at bottom of the page "Charges and regulations") and communicated, with the regulations and general or special conditions applicable to them, before conclusion of the contract relating to the account/to the card. Charges applied to savings accounts and deposit accounts are also shown in the product fact sheets specific to them, and which are given to customers before concluding this financial service.

B) The fee for the account/card is payable in advance: for the first time upon the signing of the contract, and thereafter at the beginning of each calendar year. The charges due for services used and operations carried out during the past year are paid at the beginning of the following year. These payments are made by automatic debit from the account you designate during the operation relating to the financial service in question or, where applicable, from the line of credit or arranged overdraft facility on the aforementioned account. The account must therefore have a sufficient balance or, where applicable, the line of credit or arranged overdraft facility must be sufficient to cover the said fee.

C) If you are a customer: in the case of contracts outside ING Belgium's places of business (except for trade shows, fairs and exhibitions), you will not make any down payment or other payment, within a period of seven working days as from the day after the day of signature of the contract. This provision only applies to contracts for which a right of cash withdrawal in euro is applicable.

D) Apart from the total cost of the financial service as set out above and the usual cost of your internet connection, which depends on your internet service provider, or of the phone

call or other methods, you will not have to pay any extra charges for using the ING website, the ING mobile website or the Home'Bank/Business'Bank, Phone'Bank, ING Smart Banking or Self'Bank services.

E) Regarding the applicable taxation, it is advisable to have this point examined by a tax adviser depending on the specifics of your personal situation. You must, in particular, bear in mind the legal obligations in terms of declaring a succession.

### 4. Risks linked to the loss, theft or misuse of ING Belgium payment instruments

A) In the event of use of any payment instrument (ING debit or credit card or Home'Bank/Business'Bank/Phone'Bank/Smart Banking access and signature facilities), the user of said payment instrument agrees, once made aware of the loss, theft, misuse or any non-authorized use of the payment instrument and/or the facilities enabling its use (such as a PIN or password), to inform ING Belgium immediately (during branch opening hours) or, in order to block a card, to call Card Stop (24/7 service on 070/344 344 or +32 70 344 344 from abroad), or in order to just block Phone'Bank/Home'Bank/Business'Bank or Smart Banking services, to call the ING Call Centre (+32 2 464 60 01 NL / +32 2 464 60 02 FR / +32 2 464 60 03 DE / +32 2 464 60 04 EN).

The telephone call to Card Stop or the ING HelpDesk will be recorded by an automated system. The data recorded in this way constitutes proof in the event of a dispute, without prejudice to Articles VI.83 and VII.2, § 4 of the Economic Law Code.

B) "Loss" or "theft", within the meaning of these General Conditions, refers to any involuntary dispossession of the payment instrument and/or the means allowing its use. "Misappropriation" or "any unauthorised use" refers to any illegitimate or non-permitted use of the payment instrument and/or the means allowing its use, even when the payment instrument and/or the means allowing its use are still in possession of the user in question.

C) The account holder assumes, to the amount of up to €50, the losses relating to any unauthorised payment transaction after the use of the lost, stolen or misappropriated payment

instrument, up to the time when the notification referred to in point 4.A) of this general information is submitted. The account holder assumes all losses caused by non-authorized payment transactions up to the time when the notification referred to in point 4.A) is submitted, if these losses result from the fact that the user and/or the account holder has/have not fulfilled, intentionally or as a result of gross negligence, one or several of the obligations to which they are bound pursuant to the provisions laid down in the regulations and the general conditions specific to payment transactions carried out by means of payment instruments. In this case, the €50 ceiling stipulated above shall not apply.

If the user and/or the account holder has/have acted fraudulently, the account holder assumes all losses resulting from unauthorized payment transactions performed both before and after the notification referred to in point 4.A) of this general information has been submitted (notwithstanding the obligation of ING Belgium to take all steps needed to prevent use of the payment instrument).

As an exception to the aforementioned rules, the account holder shall not cover any losses in the following cases:

- the loss, theft or misappropriation of the payment instrument could not have been detected by the user before payment (referring in particular to cases of forgery of the instrument, copying, hacking, skimming, etc. of the card data), unless the user and/or the account holder has/have acted fraudulently;
- the loss is due to the actions or lack of actions of an employee or agent of the Bank or a subcontractor;
- the payment transactions did not require the use of strong customer authentication (in particular, the use of a PIN), unless the user and/or the account holder has/have acted fraudulently.

D) The preceding provisions shall be without prejudice to the specific rules (on liability etc.) applicable to payment transactions carried out via payment instruments such as debit or credit cards or electronic services made available to the user by ING Belgium. These rules are described in the specific general conditions and regulations applicable to them.

The account holder shall guarantee the respect of the above rules by his/her proxies.

## 5. Right of cash withdrawal in euro open only to consumers for contracts entered into outside ING places of business or remotely

A) In your capacity as a consumer, you have the right to withdraw from an account/card contract within fourteen (14) calendar days as from the date of conclusion of the contract, without having to pay any costs or indemnity or give any reason, and this with immediate effect at the time of notification, provided that the contract is signed outside ING Belgium places of business (e.g. outside ING branches, at home, etc.) or remotely (without the presence of an ING employee, e.g. via Home'Bank/Business'Bank).

Any contract signed with an ING employee in branch is regarded as a sale in an ING place of business (even if an application was submitted remotely), unless you were contacted immediately beforehand by an ING employee outside an ING place of business. In the latter case, you have a right of cash withdrawal.

Any remote contract is concluded when ING Belgium receives your acceptance.

In order to ensure the 14-day cooling-off period is respected, you simply need to send your message stating that you are exercising your right to withdraw before this 14-day period expires.

However, if you have asked for the provision of a financial service (account/card) to start during the cooling-off period or for the contract relating to a financial service to be performed before the end of this cooling-off period, you will have to pay ING an amount proportionate to the service provided up until you have informed us of your cash withdrawal from this contract, in relation to all the services provided for in the contract.

B) However, you may not exercise the right of cash withdrawal provided for above after the service has been fully executed, if execution began in consideration of your prior express consent and provided that you have also acknowledged that you will lose your right of cash withdrawal once the contract has been fully executed by ING Belgium.

C) If you withdraw, we shall reimburse all payments received from you including, where



applicable, delivery costs without undue delay and, in any event, no later than 14 days from the day we were notified of your decision to withdraw from this contract. We shall carry out the refund using the same payment method used for the initial transaction, unless you expressly agree with ING to a different method. In any event, you will incur no further costs as a result of this refund.

D) In order to exercise the right of cash withdrawal, you must inform us of your explicit decision to withdraw:

- either by writing to:  
ING Belgium SA/nv  
Cours Saint-Michel/Sint Michielswarande, 60
- B-1040 Brussels
- or by sending an e-mail to:  
info@ing.be
- or by sending a fax to:  
+32 2 464 63 09

You may use the standard cash withdrawal form attached, but this is not compulsory.

## 6. Right of termination open to all clients

A) The account/card contract (except for the deposit account contract referred to in point 6.B) below) is concluded, unless stipulated otherwise between the parties, for an open-ended term.

Either party (you or ING Belgium) may, at any time (without prejudice, if you are a customer, to the cooling-off period of 14 calendar days mentioned in point 5 above), terminate a contract relating to a financial service, without having to justify that decision.

To this end, you may contact your ING Belgium branch or send notice of your termination, by ordinary post, to the addresses mentioned above in Article 5.D).

You may terminate the contract relating to an account/card at no charge or indemnity, with immediate effect.

ING Belgium has the right to terminate a contract relating to an account/card, with respect of two months' notice, notified in writing or any other durable medium and if need be and at the request of the other party, with compensation of the loss possibly sustained by that party as a result of the termination, and established thereby.

This provision shall be without prejudice to legal law and order provisions requiring ING Belgium to cancel a contract and/or take specific steps in exceptional circumstances, and without prejudice to special provisions (right to block use of the card or retain it for objectively explained reasons, return of the card in the event of blocking or definitive closure of the associated account, etc.) of ING Belgium's General Conditions for ING Debit cards or Credit Cards.

The account holder is entitled to repayment of the annual fee for the card concerned or the annual fee for the account concerned pro rata to the remaining period starting from the month after the one in which the contract concerned has been terminated.

In the event of termination, the card must be cut in two (the smart chip must also be cut in two) or returned to the Bank. If the card is not immediately destroyed or returned to the Bank, the account holder will be responsible for any payment operations that may be carried out with the card until its destruction or return. The account holder undertakes to terminate any direct debit subscriptions paid by means of his or her card.

B) By derogation from point 6.A) above, the deposit account contract is concluded for a specified period and may not be cancelled by either party.

C) For more information about the specific terms and conditions of termination of an account/of a card, please read the contract or the regulations or conditions, general or special, relating to the financial service concerned.

Furthermore, this article does not prejudice the special terms and conditions applicable to termination by one party in the event of the other party's defaulting, as specified in the contract or regulations or conditions, general or special, relating to the financial service concerned.

## 7. Languages used in your ING Relationship

This general information, ING Belgium's General Regulations (GR), Special Regulations for Payment Transactions, the leaflets "Charges applied to the main banking operations of individuals", and "Charges applied to the main banking operations for legal entities" as well as the other documents referred to in this general information document are available in the three official languages of Belgium (French, Dutch and German) and in English.

ING Belgium undertakes to communicate with you for the duration of the contract in the language (French, Dutch, German or English) chosen by you when you initiated your relationship with ING Belgium or subsequently as applicable.

If you contact an ING branch, however, ING Belgium can only undertake to communicate with you, for the duration of the contract, in the language(s) of the region in which the branch in question is located (French, Dutch or German).

## 8. Complaints and disputes

After the associated information has been made available to you according to the agreed methods, all complaints concerning payment transactions subject to the Special Regulations for Payment Transactions, completed on a current account and/or using a card referred to in this document, must be submitted to ING, without delay, and within 13 months at the latest (if you are a consumer) or within 2 months (if you are a professional) of the date of debiting or crediting of the transaction in question.

The other complaints must be submitted to ING as soon as possible and, at the latest, within 60 days of the date of the transaction in question.

Complaints may be sent to your ING Branch (to be marked "ING Belgium" and to include the full address of the branch) or sent by post to the following address:

ING Complaint Management  
Cours Saint-Michel/Sint Michielswarande, 60  
B-1040 Brussels

or by fax to: +32 2 547 83 20 (Tel.: +32 2 547 61 02)  
or by e-mail to the following address:  
plaintes@ing.be or using the web form at  
www.ing.be.

In your correspondence, please ensure you include your account number or contract number and, where appropriate, the reference ING Belgium has allocated to the subject of your complaint.

If you are not satisfied with the handling of your complaint by ING Complaint Management, you may resubmit your complaint to ING, to the ING Complaint Manager, by completing the form available on the ING Belgium website or by writing to: ING Complaint Manager, Cours Saint-Michel/Sint-Michielswarande 60, B-1040 Brussels (fax: +32 2 547 83 20). If you do not want to resubmit your complaint to the ING Complaint Manager, or if you are not satisfied with his handling of your complaint, you can submit a complaint free of charge to the Ombudsman for financial disputes (Ombudsfm, North Gate II, Boulevard du Roi Albert II 8/Koning Albert II-laan 8, B-1000 Brussels –

Ombudsman@Ombudsfm.be – see  
www.ombudsfm.be for more information).

If you have a complaint relating to a payment transaction subject to the Special Regulations for Payment Transactions, completed on a current account and/or using a card referred to in this document, you may also submit your complaint free of charge to the Direction Générale Contrôle et Médiation, of the Public Federal Department of Economie, P.M.E., Classes Moyennes et Energie, at the following address :

North Gate III, Boulevard Albert II, 16 1000 Brussels  
Tel.: 02/277.54.85  
Fax : 02/277.54.52  
e-mail : eco.inspec.fo@economie.fgov.be

Finally, you have also the right to take legal action.

## 9. Applicable law and competent courts

Belgian law (in particular, the Code of Economic Law (Books I, VII, XII and XV) applies to any dispute concerning the conclusion, application, interpretation, execution or dissolution of the account/card contract and the transactions carried out on an account or with a card.

Apart from cases where the competent courts are determined by imperative or public order legal or regulatory provisions, or mandatory or public policy provisions, the contractual clauses of ING Belgium allow it - whether as plaintiff or as defendant - to bring any dispute before the courts of Brussels or before the courts with jurisdiction over the location of the ING regional headquarters or branch with which the customer concerned has his/her business relationship.

## 10. Relevant authorities

ING Belgium is recognised as a credit institution by the National Bank of Belgium ("NBB"), Boulevard de Berlaimont/Berlaimontlaan 14, B-1000 Brussels (Tel.: +32 2 221 21 11 – www.bnb.be) and supervised by the NBB and the Financial Services and Markets Authority ("FSMA"), Rue du Congrès/Congresstraat 12-14, B-1000 Brussels (Tel.: +32 2 220 52 11 – Fax: +32 (0)2 220 52 75 - www.FSMA.be).

ING is also subject to the supervision of the European Central Bank (Kaiserstrasse 29, 60311 Frankfurt am Main, Germany – www.ecb.europa.eu).

ING Belgium has also made declarations to the Belgian Data Protection Authority, Rue de la Presse/Drukpersstraat 35, B-1000 Brussels (Tel. +32 2 274 48 00 – Fax: +32 2 274 48 35 – [www.privacycommission.be](http://www.privacycommission.be); [commission@privacycommission.be](mailto:commission@privacycommission.be)) for personal data processing (the information in these declarations can be viewed online at the public register of the aforementioned Commission).

### **11. Professional associations and codes of conduct**

ING has subscribed to the various codes of conduct set in place by the not-for-profit organisation Febelfin (Fédération belge du secteur financier, rue d'Arlon 82, B-1040 Brussels) and l'Union Professionnelle du Crédit (UPC), of which they are members.

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

### **12. Conflicts of interest policy**

ING Belgium's conflicts of interest policy can be found at [www.ing.be](http://www.ing.be) (see bottom of page "Charges and regulations"). Copies are available at any ING branch or from ING Call Centre (+32 2 464 60 01 NL / +32 2 464 60 02 FR / +32 2 464 60 03 DE / +32 2 464 60 04 EN).

### **13. Amendments to this general information**

This general information and the product information sheets specific to the financial service for which a contract is concluded between you and ING Belgium form an integral part of the contract concluded for the account/card concerned and may only be changed in accordance with the provisions of the regulations (General Regulations or Special Regulations for Payment Transactions) or general or special conditions applicable to the financial service concerned.

## 14. Deposits protection information sheet

Deposits held by ING Belgium SA NV are protected by:	The Protection Fund (BE)
Protection limit:	EUR 100 000 per depositor and per credit institution <sup>(1)</sup> .
If you have several deposits with the same credit institution:	All your deposits with the same credit institution are “aggregated” and the total is limited to EUR 100 000 <sup>(1)</sup>
If you hold a joint account with one or several other depositors:	The EUR 100 000 ceiling applies to each depositor separately <sup>(2)</sup>
Repayment deadline in the event of failure by the credit institution:	20 working days <sup>(3)</sup>
Repayment currency:	Euro
Contact:	<p>Fonds de garantie pour les services financiers Service Public Fédéral Finances Administration générale de la Trésorerie Avenue des Arts 30 BE – 1040 Bruxelles Phone: 32.2.574.78.40 Fax 32.2.579.69.19 E-Mail address: fondsdegarantie.tresorerie@minfin.fed.be</p> <p>Garantiefonds voor financiële diensten Federale Overheidsdienst Financiën Algemene Administratie van de Thesaurie Kunstlaan 30 B-1040 Brussel Phone: 32.2.574.78.40 Fax: 32.2.579.69.19 E-Mail address: garantiefonds.thesaurie@minfin.fed.be</p>
For more information (in particular on the types of deposits and depositors covered by the protection):	Website: <a href="http://fondsdegarantie.belgium.be">http://fondsdegarantie.belgium.be</a>
Acknowledgement of receipt by the depositor <sup>(4)</sup>	On: .../.../...

### Supplementary information

<sup>(1)</sup> General protection limit

If a deposit is unavailable because a credit institution is unable to meet its financial obligations, depositors are repaid by a Deposit Protection Scheme. This repayment is limited to EUR 100 000 per credit institution. This means that all deposits with the same credit institution are added up to determine the protection level. If, for instance a depositor holds a savings account with a balance of EUR 90 000 and a current account with EUR 20 000, he or she will only be repaid EUR 100 000.

Under certain conditions, the following deposits are protected above EUR 100 000:

deposits (i) real estate transactions relating to private housing, (ii) deposits linked to specific events in the life of a depositor and which meet certain social objectives and (iii) deposits resulting from insurance or compensation payments made to the victims of penal crimes or legal errors.

To find out more: <http://fondsdegarantie.belgium.be>

#### <sup>(2)</sup> Protection limit for joint accounts

In the case of joint accounts, the EUR 100 000 limit applies to each depositor. Deposits on a joint account are repaid in proportion to the assigns' shares on such assets. In the absence of special provisions, the account is distributed between the assigns equally. However, deposits on an account to which two or more persons are entitled as members of a business partnership, association or grouping of a similar nature, without legal personality, are aggregated and treated as if made by a single depositor to calculate the limit of EUR 100 000, unless the members can individually exercise the rights on the account assets and that each of their identities can be established.

#### <sup>(3)</sup> Repayment

The competent Deposit Protection Scheme is the Fonds de Garantie pour les services publics/Het Garantiefonds Website: <http://fondsdegarantie.belgium.be/fr>

It will refund your deposits up to EUR 100 000 within a maximum deadline of 20 working days, which will be gradually reduced to a period of 7 working days by 2024 at the latest.

As long as this deadline has not been reduced to a maximum of 7 working days, the Protection Fund will ensure that depositors can access a sufficient amount of their insured assets to cover their living costs within a period of five working days following an application. To find out more: <http://fondsdegarantie.belgium.be/fr>

If you have not been repaid within these deadlines, you should contact the Deposit Protection Scheme as the time to claim reimbursement may lapse after a certain limit. To find out more: <http://fondsdegarantie.belgium.be/fr>

#### <sup>(4)</sup> Acknowledgement of receipt

No acknowledgements of receipt are given on the annual sending of the information sheet.

### **Other important information**

In general, all retail and businesses depositors are covered by Deposit Protection Scheme. Exceptions for certain deposits are stated on the website of the competent Deposit Protection Scheme. Your credit institution will also inform you on request whether certain products are covered or not. If deposits are covered, the credit institution shall also confirm this on the account statement.

## Appendix: STANDARD CASH WITHDRAWAL FORM FOR CONSUMERS

(Please complete and return this form only if, as a customer, you wish to withdraw from this contract)

— For the attention of  
ING Belgique SA/NV,

Cours Saint-Michel/Sint-Mchielswarande, 60  
B-1040 Brussels

E-mail: info.uk@ing.be  
Fax: +32 2 464 66 76

I/We (\*) hereby notify you of my/our (\*) cash withdrawal from the contract for provision of the service (\*) below

- ordered on (\*)/received on (\*)
- Name of customer(s)
- Address of customer(s)
- Signature of customer(s) (only where notification using this form is sent in hard copy form)
- Date

(\*) Delete as appropriate.

This general information is drawn up on the basis of the legislation in force at the time it is sent out and is valid until further notice from ING Belgium, subject to changes that are beyond ING Belgium's control.

The information, offers and charges notified via the ING Belgium website ([www.ing.be](http://www.ing.be)) or the mobile website ([www.m.ing.be](http://www.m.ing.be)) or the Home'Bank/Business'Bank, Phone'Bank or Smart Banking or Self'Bank services only apply during the period of validity of the offer with which they are connected, unless another date is formally stipulated, subject to any changes that are beyond ING Belgium's control.



ING Belgium SA/nv – Bank/Lender - Avenue Marnix 24, B-1000 Brussels - Brussels RPM/RPR –  
VAT BE 0403.200.393 - BIC: BBRUBEBB - IBAN: BE45 3109 1560 2789 - Insurance broker registered with the  
FSMA under the n° 12381A - [www.ing.be](http://www.ing.be) - Publisher: Philippe Wallez, Cours Saint-Michel 60, B-1040  
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