



## Information Sheet on Payment Services for Private Individuals

*These terms are only applicable to clients who on 31 August 2019 were already a client of ABN AMRO Bank N.V. and/or have become a client of ABN AMRO Bank N.V. after 31 August 2019*

This Payment Services Information Sheet for Private Individuals (hereinafter the 'Information Sheet') is an integral part of the General Banking Terms for consumers (hereinafter the 'Banking Terms') of ABN AMRO Bank NV (hereinafter the 'Bank'). The Banking Terms are therefore also applicable to the Information Sheet, unless explicitly stated otherwise.

In this Information Sheet, you (hereinafter also the 'Client') shall find further rules and information on topics such as those mentioned in the Banking Terms and the Bank's Table of Charges.

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### A. Bank card security regulations

#### In general

To guarantee the security of your bank card and to prevent its unauthorised use, the Client must take care and take all reasonable measures when using their Bank card and PIN Code. This also means that the Client must always keep and use the Bank Card, security codes, PIN Code and devices such as the digipass in a safe place and the Client must have the Bank Card blocked if there is any reason to do so. Security codes include the PIN Code used by the Client in combination with their Bank Card, but also all other codes the Client uses for electronic payments and online banking. They also include the codes generated by the Bank's digipass, for example.

To help prevent fraud, the Client must regularly read the Bank's current information on the applicable measures. The Client is obliged to take the measures prescribed by the Bank in order to prevent unauthorised use of their Bank Card.

#### Secure storage, use and verification of your bank cards

##### 1. Always keep your bank card in a safe place.

- Keep the bank card and your wallet or other type of card holder out of sight, particularly when you are not using your bank card.
- Put your bank card back in its card holder in private and out of sight of others.
- Keep your bank card in a place that others can't get to without being noticed.
- Make sure your bank card can't get lost.

'Others' also include your partner, children, family, friends, housemates and visitors.

## Explanation

Keep your Bank Card with you as much as possible. You can keep it in a closed inner pocket of the jacket you are wearing, for example. If the card is kept in a bag on a bicycle carrier, it can easily be removed without anyone noticing. That is therefore not a safe place. Leaving your Bank Card behind in a car, boat or tent or in a sports bag when you are exercising is not safe: it allows others to remove the Bank Card without being noticed. If you leave your Bank Card at home, you must keep it in a safe place and obviously lock the doors of your home. You must not leave the Bank Card in temporary accommodation – such as a hotel or a holiday home – unless you can store the Bank Card in a proper safe.

### 2. Always use the bank card securely.

- Never hand over your Bank Card to anyone, even if you are offered assistance.
- Do not lose sight of your Bank Card until you have put it back in a safe place.
- Always check whether you get your own Bank Card back after you use it.
- Always keep the Bank Card in a safe place and make sure it can't get lost easily.
- Carefully follow the security instructions on ATMs and payment terminals.
- Immediately get in touch with the Bank or the contact centre specified by the Bank if you do not get your Bank Card back after a payment transaction or ATM withdrawal.
- Do not use your Bank Card if you know or suspect that this is unsafe in a particular situation.
- Do not be distracted by anyone or anything when using the Bank Card.

### 3. Check the security and use of your bank card:

- Regularly check whether you still have your own bank card.
- Regularly check the payment transactions made with the bank card under the Banking Terms and Conditions.

## Keep your security and PIN codes in a safe place and use them securely.

### 4. Always keep the PIN code in a safe place.

- If you can choose the PIN code yourself, choose a PIN code that is not easy to guess.
- Destroy the letter showing your new PIN code immediately after opening.
- Do not write down or save your PIN code in a file. Learn it by heart instead.
- If remembering your PIN code is really not an option, make sure that your note to remember the PIN code can never be deciphered by others.
- Do not keep such a note on or near your bank card or near the equipment or devices you use for your banking.
- Do not share the PIN code with anyone and do not show it to anyone, including your partner, children, family, friends, housemates, agents or your contacts at the Bank.
- The use of the PIN code, security codes and devices such as a digipass is strictly personal: you must only use them in the way specified by the Bank.

### 5. Always use security codes securely.

- Make sure others can't see you entering your PIN Code at an ATM machine or payment terminal.
- Shield the numeric keypad as much as possible when you enter a PIN- or security Code.
- Do not accept any assistance when entering your PIN Code.
- Never provide your security code to anyone by phone, email or in any other way not prescribed by the Bank, even when you are approached by phone, by email or in person by someone who states that they are employed by the Bank. The Bank shall never ask for security codes in this way.

### 6. Make sure that the equipment you use for your banking is properly secure.

Always bear in mind the following:

- Make sure that the software installed on the equipment you use for your banking (such as a computer, laptop, tablet and/or smartphone) receives all the current (security) updates. Installed software includes the operating system and security programs, such as a virus scanner or firewall.
- Do not install any illegal software.
- Secure the equipment you use for your banking with an access code.
- Also make sure that the Bank's applications on the equipment you use for your banking can't be used by any unauthorised persons.
- Always log out when you finish your banking.

## 7. Check your bank account

Always bear in mind the following: check your electronic or paper account information as soon as possible to see if it includes any transactions executed without your permission. Do this at least every two weeks when you receive your electronic account information from the Bank. If you only receive account information on paper, always check it within two weeks of receipt. If the Bank suffers any losses because you were unable to check your account information for some time, the Bank may ask you to prove that this was not reasonably possible.

## 8. Permitted use of security codes

You must only use your security codes where permitted by the Bank.

You must only enter your PIN code:

- At ATMs
- At payment terminals
- On the digipass provided by the bank

Your **other security codes**, such as the codes generated by the digipass, must only be used on the secure website or other systems offered by the Bank. You must never use the security codes in any way other than those stated above. Never enter the codes on any websites other than those of the Bank. You must never share these codes with anyone else, not even Bank employees.

## 9. If you have good reason to believe that the security of your bank card may be compromised in some way, you must report this to the Bank immediately.

The security of the bank card may be compromised in the following situations:

- You have lost your bank card, you do not know where you left your bank card or your bank card has been stolen.
- You did not get your bank card back after a payment transaction.
- You can see that one or more payment transactions took place with your bank card without your permission.
- You know or you suspect that someone else knows, saw or used your PIN code.

Also contact the Bank immediately if you experience anything strange or unusual, such as a change in the login process. The Bank can block the card to limit and prevent any (further) damage. Always observe the Bank's instructions, as they may prevent any further incidents. Remember that the Bank will never ask you to provide your security codes, even in those circumstances.

Besides reporting the loss, theft or any other risk of unauthorised use of your bank card to the Bank, you can also immediately contact Advanzia. Advanzia is available by phone on +352 26.15.74 In addition to contacting the Bank or Advanzia, you can also block your bank card yourself in the Bank's app via Internet Banking, or via the Advanzia website: [www.mycapitolcards.com](http://www.mycapitolcards.com). Please note: it is not possible to have your Advanzia bank card blocked at the Belgian Card Stop number. We therefore advise you to save the Advanzia Helpdesk number mentioned above in your telephone.

You must also inform the police department of the location where the loss or theft took place within 24 hours.

<sup>1</sup> Single Euro Payments Area

## B. SEPA Direct Debit

### Direct debit variants

Please find below an overview of the various direct debit options and their main features. The Bank also refers to the Addendum on 'SEPA Direct Debit' in this respect.

#### 1. Continuous SEPA direct debit (standing order)

- Is valid continuously for multiple payments.
- This authorisation is given in writing. Once signed by the Client, it is returned to the creditor, who will then hand it over to his or her bank for further processing.

#### 2. One-off SEPA direct debit (transfer)

- Is valid for a single payment.
- This authorisation is given in writing. Once signed by the Client, it is returned to the creditor, who will then hand it over to his or her bank for further processing.

### Refund order

#### 1. SEPA direct debit refusal

- The Client may refuse a collection before the payment has taken place based on the pre-notification. The Client thereby requests the Bank not to execute the collection. In that case, the Bank will refuse the collection and will send a 'Reject' message to the creditor's bank.
- The Client may reject a direct debit from the day he or she receives the pre-notification until the collection due date.

#### 2. Refund request

- The Client may request an unconditional refund of the collected amount for up to eight weeks after their account has been debited. The Bank shall then credit the Client's account. The creditor's bank must always issue a refund of the original collection amount to the debtor's bank (the Bank). The creditor's bank shall in turn debit the creditor's account. If this is impossible due to exceptional circumstances, the creditor's bank is subject to a credit risk. The Bank may charge the creditor's bank an interest payment for unduly paid collections.

The refund request shall in no way discharge the debtor from their liability to pay the invoice amount or negotiate an agreement with the creditor concerning the disputed collection.

- If the SEPA direct debit mandate is invalid or non-existent, the Client may request a payment refund for up to thirteen months after the collection.
- The Client must submit a refund request or refusal in writing to the ABN AMRO Bank office that manages the Client's account in Belgium. The Client shall provide the Bank with sufficient information regarding the collection (amount, mandate reference, creditor number and so on).
- In the event of a reversal, the Client's account shall be credited as soon as possible and no later than 10 Bank Business Days after the Client's refund request. The Bank shall justify a reversal refusal to the Client within 10 Bank Business Days of receiving the refund request.

If the Client does not agree with the justification, he can file a complaint with the competent officials of the Belgian Federal Public Service for the Economy.

If the Bank reverses a collected amount, it uses the value date of the previous debit. The provided reversal is communicated on the account statement or with the online banking system.

### Blocking order

The Bank may block any payment instruments – including direct debit orders – at any time with objectively justified reasons with regard to the security of the payment instrument, suspected unauthorised or fraudulent use or – in case of a payment instrument under a credit agreement – a substantially increased risk that the Client shall be unable to meet their payment obligation.

If the Bank blocks a payment instrument, such as a direct debit order, the Bank shall inform the Client of the relevant reasons via the account statements or the online banking system, unless this goes against any objectively justified security considerations or is prohibited by other legal provisions. The Bank shall unblock the payment instrument as soon as the reasons for blocking it cease to exist.

The Client can also order the Bank to block direct debit orders:

- By calling your usual contact with the Bank or the Commercial Assistant
- By visiting the Bank branch that manages the Client's account in Belgium

A blocking request by the Client will take effect on the next Bank Business Day if it has been received by the Bank by 3pm on the preceding Bank Business Day.

### C. International transfers

- Payments for which the Payment Service Providers of the sender and the beneficiary are located within the European Economic Area (EEA (\*)) shall always be executed based on the 'shared charges' (SHA) option, even if the instructions state otherwise.
- Payments for which one of the payment service providers (the payment service provider of the sender or beneficiary) is located within the European Economic Area (EEA (\*)) can be executed based on the SHA option that shares the charges, the BEN option that charges the beneficiary and the OUR option that charges the sender.

Information on international transfers is available at the Bank.

\*EEA countries are the European Union Member States, Iceland, Norway and Liechtenstein.

### D. Bank Business Days

On non-Bank Business Days, the Bank may still be open for certain operations, such as the receipt of payment orders and/or the processing of transactions in account balances.

Bank Business Days are days when the Bank can perform or outsource all the work required to execute payment transactions. As far as the receipt of the payment by the beneficiary is concerned, the Bank Business Days of the beneficiary's payment service provider must obviously also be taken into account.

- The following days are not Bank Business Days for all payment orders:  
Saturday, Sunday, New Year's Day, Good Friday, Easter Monday, Labour Day, Christmas and Boxing Day.
- With regard to orders made in writing or by phone to the Bank's offices and withdrawals and deposits at Bank's offices, the abovementioned days are not considered Bank Business Days and neither are:  
Ascension Day, Whit Sunday and Whit Monday, Public Holidays, Assumption Day, All Saints Day and Armistice Day.

### E. Limits

Spending limits may apply, depending on the payment service and/or the delivery method of the payment order. The relevant limits listed below apply unless otherwise agreed.

#### ABN AMRO Gold Card and ABN AMRO Business Card

- Individual card limit: to be determined by the Client (no fixed or maximum spending limit)
- Payment terminal limit: depends on the limit set by the Client

The Client may request the Bank to change the Individual Card Limit and the limit for withdrawals from the Bank's ATMs. Lower limits may apply to ATM payments and cash withdrawals abroad. These are beyond the Bank's control.

The Bank Card's use abroad may be limited (to European countries, for example). The Client can always check with the Bank whether the Bank Card can be used worldwide and whether the existing user options can be changed. If the Client wishes to change the Bank Card's options, they can always request information from the Bank or from Advanzia directly.

## F. Cut-off times and time of receipt of payment orders

- **A payment order's day of receipt is: the day a payment order is received** by the Bank if this is on a Bank Business Day before the agreed cut-off time. If the payment order is not received on a Bank Business Day or if the payment order is made after the agreed cut-off time, the day of receipt is the next Bank Business Day at the latest, or the **day agreed by the Bank and the Client for the execution of the payment order**. If this day is not a Bank Business Day, the payment order is considered to be received on the next Bank Business Day.

### The time of receipt for payment orders:

- For payment orders sent by post, the time of receipt is the time stated on the Bank's received stamp.
- For payment orders sent by fax, the time of receipt is the automatically registered time on the incoming fax.
- For payment orders sent by the Client to the Bank by phone, the time of receipt is the registered time of the taped phone call.

All payment orders must be received by the Bank before the times mentioned in the table below to be considered as received on that Bank Business Day.

<b>Currency:</b>	<b>Payment order received by the Bank before:</b> (both on paper and electronically)
<u>EUR – SEPA (including BIC &amp; IBAN)</u>	2.30pm
<u>EUR – International payment</u>	3.00pm
<u>GBP</u>	3.00pm
<u>CHF</u>	10.00am
<u>DKK</u>	10.00am
<u>SEK</u>	10.00am
<u>NOK</u>	10.00am
<u>USD</u>	3.00pm

## G. Payment order execution periods

### When will your order be carried out?

There is a maximum execution period for payment transactions within the territory of the European Union Member States, Iceland, Norway and Liechtenstein.

If such a payment transaction is made in euros, the beneficiary's Bank must receive the payment from the Client's payment account no later than the Bank Business Day following the order date. If such a payment transaction is made in a currency other than euros, the maximum term is four Bank Business Days.

If the Client gives the order in writing, the term is extended by one Bank Business Day. If the Bank has to exchange the amount into another currency, the execution period is extended by two days.

The Bank executes payment transactions to other countries within a reasonable period of the order date.

The above-mentioned periods are always subject to the cut-off times as mentioned under item E above and the payment order's time of receipt as described in the Banking Terms.

## H. Prices

The Bank's Table of Charges is an integral part of the Bank's Banking Terms and are provided to the Client upon request, when a bank account is opened and when the rates change. The rate lists are available to the Client at each of the Bank's offices .

The applicable rates may also be published on the Bank's website [www.abnamroprivatebanking.be](http://www.abnamroprivatebanking.be) or [www.abnamro.be](http://www.abnamro.be).

## I. Exchange rates

The exchange rates for bank transfers and for exchanging cash into foreign currency are available from the Bank upon request. Direct withdrawals from a foreign currency account or deposits into a foreign currency are impossible. These require a currency exchange at the current exchange rate for bank transfer and cash transactions.

## J. Value date

The value date is the day from which a credit is included in the account balance interest calculation and a debit is excluded from it. This day is called the value date.

In case of payment transactions as referred to under Title VIII of the Banking Terms, the value date is the same as the payment account's debit or credit date when no currency conversion is required.

In case of incoming payments from abroad, the amount may be credited earlier than the value date. In that case, the value date is equal to the date when the Bank receives the amount.

## K. Sending written orders

The Client must send written payment instructions to the Bank branch where his or her account is based.

## L. Questions and/or problems

In case of any questions and/or problems, the Client can get in touch with his or her usual contact at the Bank. If the Client is not satisfied with the received answer, a complaint can be submitted in writing to ABN AMRO Bank N.V., Customercare, Borsbeeksebrug 30, 2600 Berchem, Belgium (email: [customercare@be.abnamro.com](mailto:customercare@be.abnamro.com)).

If the Bank has not satisfactorily resolved the complaint internally, the Client may also contact the mediator for banks, credits and investments Ombudsfin at North Gate II, Boulevard Albert II/Koning Albert II-laan 8, Box 2, 1000 Brussels, Tel.: +32 (0)2 545 77 70. For more information, write an email to [Ombudsman@Ombfin.be](mailto:Ombudsman@Ombfin.be) or visit <http://www.ombudsfin.be>. Complaints regarding payment services can also be reported to the Federal Public Service for the Economy, SMEs, Self-Employed and Energy, General Directorate Economic Inspection, Boulevard Albert II/Koning Albert II-laan 16, 1000 Brussels, via the online complaints contact centre at <https://meldpunt.belgie.be/meldpunt/nl/welkom>. For more information, call +32 (0)2 277 54 84 or visit [http://economie.fgov.be/nl/geschillen/klachten/waar\\_hoe\\_klacht\\_introduce/](http://economie.fgov.be/nl/geschillen/klachten/waar_hoe_klacht_introduce/).

*Addendum on 'SEPA Direct Debit'*

## 1. Types of schemes

There are two different schemes for settling a SEPA direct debit:

- **B2B scheme**

Business-to-Business (B2B) is a separate scheme that can only be applied between a creditor and a debtor who are not acting as consumers.

In a B2B scheme, the debtor must inform his or her bank of the existence of the mandate before a collection can take place. This means that the debtor explicitly confirms the signed mandate. The debtor must inform his or her bank of any changes to a mandate.

The B2B and SEPA Direct Debit Core schemes are subject to different rules. This document does not explain the B2B scheme further, as ABN AMRO Bank NV (Belgium) does not use this scheme and does not offer this service.

- **SEPA Direct Debit Core scheme**

This scheme can be used by individuals and professionals. ABN AMRO Bank NV (Belgium) uses this scheme in its capacity as the debtor's Bank. The further specifications below only refer to the SEPA Direct Debit Core scheme.

## 2. The mandate

The mandate is the agreement between the Client (debtor) and the supplier (creditor) for the payment of an invoice for a service/product by means of a SEPA direct debit. The mandate is used for collections.

The debtor signs and returns the mandate to the creditor, who will then provide it to his or her bank for further settlement.

- **The pre-notification:** the creditor sends a pre-notification stating the amount and the date of execution to the Client at least 14 calendar days before the invoice is debited (unless otherwise agreed with the Client). This pre-notification can be sent as a separate document or together with the invoice to be debited.
- **Mandate validity:** the mandate is valid until it is revoked by the various parties or until it has not been used for 36 months after the last collection.

## 3. Refusal or refund of a SEPA direct debit

### a. SEPA direct debit refusal

The debtor may refuse a collection based on the pre-notification before the payment has taken place. The debtor thereby requests his or her Bank not to execute the collection. In that case, the debtor's Bank will refuse the collection and will send a 'Reject' message to the creditor's bank.

The debtor may reject a direct debit from the day he or she received the pre-notification until the collection due date.

### b. Refund request

The debtor may unconditionally request a payment refund for up to eight weeks after the collection. If the SEPA direct debit mandate is invalid or non-existent, the debtor may request a payment refund for up to thirteen months after the collection.

The Client must submit a refund request or refusal in writing to ABN AMRO Bank NV (Belgium). The Client will provide the Bank with sufficient information regarding the collection (amount, mandate reference, creditor number and so on).

All other disputes must be settled between the creditor and the debtor (Client).

## 4. Debtor protection

The Client has a number of options to protect himself or herself against any unauthorised use of the SEPA direct debit mandate by creditors.

- Limitation on the mandate's use:
  - o Maximum amount per collection
  - o Maximum collection frequency in a given period
- Client specification of creditors for whom direct debit collections can or can't be accepted
- Specification stating that the account must not be debited by SEPA direct debit.

In this case, the debtor (Client) should contact his or her relationship manager at ABN AMRO Bank NV (Belgium). The abovementioned limitations must be specified on the relevant documents signed by the Client.