

ING Direct N.V. is a limited liability company incorporated in The Netherlands. Registered in England and Wales at Companies House: Branch reference number: BR7357.

ING DIRECT CASH ISA TERMS AND CONDITIONS

**Please read this booklet carefully and keep
it safe so you can refer to it in the future.**

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ING DIRECT

A GENERAL CONDITIONS FOR ING DIRECT CASH ISA

A1 The agreement relating to your ING Direct Cash ISA

This agreement is between you and us and is made up of:

- the general conditions set out in Part A; and
- the extra conditions set out in Part B below; and
- the letter we send you with your Welcome Pack when we open the Cash ISA account for you.

We may change any of these conditions from time to time, as explained in Condition A13.

We may change the interest rates which apply as explained in Condition B5.

Part C contains more information about us (ING Direct) and our accounts.

The ING Direct Cash ISA is a cash ISA (Individual Savings Account) regulated by the ISA Regulations (see below and Part B for additional details).

A2 Words with special meanings

In these terms and conditions the words in bold below have the following meanings.

Account number

The number that identifies a specific account you hold with us.

Business day

The times when we can pay amounts into or out of your account following your instructions.

These times are 9am to 6pm on any day other than Saturdays, Sundays or English bank holidays.

This is different from our opening hours, which are set out below.

Cash ISA

The cash ISA opened with us in your name, which these conditions apply to. References in these conditions to your "account" are references to your cash ISA, except where they relate to your linked account.

Customer number

The unique nine-digit number which we give you when you become an ING Direct customer. You will keep the same number for as long as you are one of our customers. You will only have one customer number no matter how many accounts you hold with us. (However, you will of course be given a separate account number for each account you have with us).

Gross interest

The interest paid before tax is taken off at the rate that applies under tax laws at the time.

Interactive Telephone Banking Service

The automated touch-tone phone service we provide for checking your identity and allowing you access to accounts over the phone. See Conditions A5 and A6. For cash ISA accounts, this service only allows you to find out your account balance and details of the amount you can pay into your account in the current tax year. You cannot give us instructions to carry out transactions on the cash ISA account using this service.

ISA Regulations

The Individual Savings Account Regulations 1998, as amended from time to time, or any replacement regulations. These are government regulations which apply to all ISAs. If these regulations change, how cash ISAs are taxed may change and we may need to change these conditions (see Condition A13).

Linked account

A personal current account in your name (including a joint account but not a business account) with another organisation in the UK which we link to your cash ISA (or to any ING Direct savings account (variable-rate easy-access savings account) in your name. The linked account must have a chequebook and Direct Debit facility.

Memorable date

The memorable date you choose as part of the security details for getting access to your account.

Once you have chosen a memorable date for the first account you open with us, you will then use the same date for each other account you open with us too. See Condition A5.

Net interest

Interest paid with basic rate tax taken off.

Our opening hours

The times when we are open for you to contact us, which are as follows:

Customer service – between 7am and 11pm, Monday to Friday, and between 9am and 9pm on Saturdays, Sundays and bank holidays (except Christmas Eve and new Year's Eve when the service is open from 7am to 7pm and Christmas Day and Boxing Day when this service is closed).

Interactive Telephone Banking Service – 24 hours a day, seven days a week (except when routine maintenance is being carried out).

Website – 24 hours a day, seven days a week (except when routine maintenance is being carried out or in other circumstances set out in Condition A7d).

PIN

The unique six digit number (personal identification number) we send you as a temporary number to activate (start to use) the first account you open with us. You must change this number as part of the process of activating that account. You will then use the new PIN you choose as part of the security details for operating the account and any other accounts you open with us.

Tax Year

The UK tax year from 6 April in one particular year to 5 April the next.

We, us, our

ING Direct N.V., which is authorised as a bank in the UK.

Our Website

www.ingdirect.co.uk or any other website (or websites) of ours which we tell you about.

A3 Banking law

Any rules and conditions which apply under general banking law will apply to this agreement, unless this agreement says otherwise. If any of those other rules or conditions are not consistent with this agreement, this agreement will apply.

A4 Eligible customers

Our cash ISA is available to people aged 18 or over who are 'ordinarily resident' in the UK, not including the Channel Islands and the Isle of Man (that is, people who are considered to live in the UK for tax purposes) and have a permanent UK address. To open an account you must be eligible under the ISA Regulations and have a personal UK bank or building-society current account with a chequebook and Direct Debit facility. You must also have a current-style UK National Insurance number. Our cash ISA is not available for trusts, businesses or charities. In terms of the ISA Regulations, certain people who work for the Government and their husbands or wives serving overseas may be eligible for cash ISAs, but they will not be eligible for the ING Direct Cash ISA. If you stop being 'ordinarily resident' in the UK (living in the UK for tax purposes) you will not be eligible for the ING Direct Cash ISA. If you stop being eligible for the account for this or any other reason, we may close it (see Condition A12).

A5 Security and access

- a We cannot accept instructions relating to your account by post or e-mail. To give us instructions or get information about your account, you must visit our website or phone the customer service number (0845 603 8888) and give your security details. This will normally involve the following:
- To give us instructions or get information about your account using our website, you must choose a memorable date. You can change the memorable date at any time, but it must always be a six-digit date. We cannot accept your PIN or date of birth as your memorable date.
 - When you use our website, you must enter your customer number, your last name, the numbers we ask for from your PIN and your memorable date (the date you chose for security purposes when you opened the account).
 - When you use the Interactive Telephone Banking Service you must enter your customer number and either three of the numbers we ask you for from your PIN, or your memorable date.
 - If you have forgotten your PIN, you must call the customer service number (0845 603 8888) to

request a new PIN. We will then refer you to our Interactive Telephone Banking Service, where you will be asked to enter your memorable date. We will then post a new PIN to you. While you are waiting for your new PIN to arrive, you may use our Interactive Telephone Banking Service to give us instructions to transfer money. However, while you are waiting for your PIN, you cannot instruct us to set up a new linked account, or to change your personal or contact details.

- We will send your PIN to your main address. We cannot send it to any temporary address in line with Condition A6h.
 - If you have forgotten your memorable date, you must call the customer service number (0845 603 8888) and we will help you to set a new memorable date.
 - If you have forgotten both your PIN and your memorable date, you must call the customer service number (0845 603 8888). We may ask you to give us security information. We will then issue a new temporary PIN and post it to you. Once you receive the temporary PIN, you must change it to a number of your choice. You should also set a new memorable date.
- b So that you can use our services securely, you must:
- not reveal your memorable date or PIN to anyone else, including in response to a request for this information (even if it claims to come from us) except when you are accessing our services from our website (www.ingdirect.co.uk);
 - keep your memorable date separate from your PIN and from your account details (you should only use these on our website (www.ingdirect.co.uk) and when using our Interactive Telephone Banking Service) – we will not ask you for your memorable date or PIN in full once you have activated your account;
 - not quote your PIN or memorable date when calling the customer service number;
 - tell us immediately if you know or think that someone else knows your memorable date or PIN;
 - tell us immediately if you think anyone else has used your account (you should check the statements we provide and, where available, review online statements and tell us about any mistakes as soon as possible);
 - not let anyone else use your account, unless you have made a separate arrangement with us for this (see Condition A5c below); and
 - comply with any security warnings or advice we give you, including through security announcements on the 'security zone' page of our website.
- c We may not accept instructions given by anyone who has 'power of attorney' (legal authority to act for you) unless we have to do so by law, or unless we choose to accept them.
- d We will do everything we reasonably can to prevent any unauthorised access to accounts and to make sure they are secure, including:
- taking reasonable steps to protect the secrecy of your PIN and memorable date;
 - suspending our services immediately if we suspect that the account is not, or may not be, secure or if you have told us about any unauthorised use of your account; and
 - providing you with a new way of accessing your account, but only if we need to withdraw one of the existing ways set out at Condition A5a above (note that if we do this we will not ask you for your memorable date or PIN in full).
- e So that we can check and, if necessary, address any issues, you must tell us immediately:
- if you have any problem with our Interactive Telephone Banking Service or on our website; or
 - if you become aware of any technical incident or other fault linked to the way in which you access your account which might put the security of our services at risk; or
 - if you become aware of any irregularities with any third party payment procedures on other websites or elsewhere which may lead to your account being used or accessed by someone without your authority.
- ### **A6 Communication**
- a We cannot accept instructions relating to your account by post or e-mail. This is because it is not secure for you to send your memorable date, PIN or other security details by post or e-mail. Condition A5 contains important information on how you can contact us.

- b Except for giving us instructions, you can contact us by phone or by post (ING Direct, Freepost NATW1784, Reading, Berkshire, RG6 1BR or any other address we give you for contacting us) or by e-mail.
- c You must have a touch-tone phone to use our Interactive Telephone Banking Service for checking your cash ISA balance or to get details of the amount you can pay into the account in the current tax year. Otherwise you will have to give instructions and get information about your account using our website, (www.ingdirect.co.uk). Also, if you forget your memorable date, you will not be able to operate your account online
- d If our contact details change, we will tell you. If you write to us to give us notice (for example, that your circumstances have changed for tax purposes), the notice will not be valid until we have received it. If you send us any original, valuable or important documents, we recommend that you send them by special delivery.
- e We may record or monitor your phone calls to us:
 - to make sure we follow your instructions accurately; and act as a record of those instructions in the event of a dispute between us;
 - to help us maintain the quality of our service; and
 - for security and training purposes.
- f We will contact you using the most recent e-mail address, postal address or phone number you have given us. Any notice we send to the most recent address we have for you will be binding on you. We will not send any confidential information to you, or request confidential information from you, by e-mail.
- g If your contact details change, or if you change your name, you must tell us by calling the customer service number (0845 603 8888). If you do not tell us about a change of address and, as a result, post is returned to us, we may restrict access to the account until we receive satisfactory proof of your new address.
- h You may ask us to use a temporary postal address by calling the customer service number. However, we can decide whether we will or will not accept that address. If we accept a temporary postal address:
 - we may choose what information and documents to send to that address (in any case we will not send anything other than statements and non-confidential information there) and which to send to your main address;
 - you must let us know, by calling the customer service number, when you no longer need us to use that address; and
 - until you tell us that you no longer need that address, you will have to accept (and follow) any notice we send you at that address.

When you call the customer service number, we may refer you to our Interactive Telephone Banking Service. You will then have to enter certain numbers from your PIN or your memorable date.

A7 Instructions

- a You agree that as long as we are given either the numbers we ask for from your PIN or your memorable date (or both) as part of our security procedures, we can (without getting further confirmation from you):
 - act on any instruction on our website to make payments into or out of an account; and
 - release confidential information we hold about you and your accounts.

This condition still applies if an unauthorised person gave us that information after getting it because you did not keep your PIN, memorable date or other confidential information about you account secret, or you did not take all reasonable precautions to prevent unauthorised or fraudulent use of them, or because you have acted fraudulently. However, you will not be responsible for an instruction someone else made using that information if:

 - it is given after we have received notice from you that someone else knows the relevant information or that you think someone has used your account without your permission; or
 - someone else knows the relevant information as a result of our actions or negligence.
- b Once we have acted on an instruction, you cannot cancel it.

- c We may refuse to carry out an instruction, or insist on getting further confirmation from you. Before we act on an instruction, we may also (but do not have to) take more steps to check whether you authorised it. For example, we may ask you to provide more information, which may include more proof of identity. We may also need to delay carrying out instructions to comply with regulations to tackle money laundering or other regulations (in which case, we may not be able to tell you the real reason for the delay). We will not be responsible to you for loss resulting from any delay as long as we have acted reasonably
- d You can usually use your account by using our website. However, routine maintenance, demand on the systems and other circumstances may mean that this is not always possible or that particular services are slow or not available.

A8 Account to be in single name

Unlike some other ING Direct accounts, which can be opened as joint accounts for two people, the Cash ISA can only be held in one person's name.

A9 Liability

- a We will be responsible to you for any direct loss which you suffer as a result of us failing to meet our obligations under this agreement
- b We will not be responsible for:
 - indirect loss;
 - loss of business, opportunity or profit;
 - any loss caused by:
 - your failure to keep your PIN, memorable date or other confidential information about your account secret;
 - your failure to take all reasonable precautions to prevent unauthorised or fraudulent use of your PIN, memorable date or other confidential information about your account; or your fraud.
 - anything beyond our reasonable control (including an event or series of events that disrupts our service or causes your instructions to be delayed or not acted on);
 - any direct loss which you suffer as a result of using our services on an internet browser which is not approved by us as detailed on the 'technical' page of our website (www.ingdirect.co.uk); or
 - the security and reliability of instructions you give us by visiting our website if you have not installed or maintained adequate protection on your computer against, for example, viruses and spyware.
- c Nothing in this agreement will restrict or remove any legal duty or responsibility we may have towards you.

A10 Protecting us against loss

- a You agree to protect us against loss if a claim is made against us, or a claim we make is defended, because of:
 - something you have done (which you should not have done) or failed to do (which you were supposed to do) in connection with the products or services we provide to you; or
 - you breaking this agreement.

This means that you are promising to pay us an amount which represents a reasonable assessment of our losses, liabilities, costs and payments (which would not have arisen otherwise) resulting directly from this sort of claim or defence or from you breaking this agreement. This includes the reasonable costs incurred by us in investigating and managing the matter as well as our reasonable legal costs.
- b The protection which you give us under Condition A10a above will not apply if we deliberately or negligently caused the loss, liability or damage or as far as the protection is not consistent with relevant laws or regulations

A11 Fees and charges

- a You will find information about fees and charges in Part B of these conditions. We may change our charges and introduce new ones for any of our accounts and related services, in line with A13.
- b We may make extra charges for any extra services we provide other than under this agreement. We will tell you about these charges before we provide the services.

A12 Closing your account

- a You may ask us to close your account or accounts at any time, but you must telephone us with this instruction.
- b We may close your account or accounts by giving you at least 30 days' notice in writing (sent by e-mail or post). We do not have to give you any reason. Examples include if you stop being 'ordinarily resident' in the United Kingdom or if we withdraw the cash ISA from our product range.
- c We may close your account or accounts immediately in exceptional circumstances. Examples of these circumstances are if:
- HM Revenue & Customs tell you are not eligible for a cash ISA under the ISA Regulations (see Condition A4);
 - We reasonably believe your conduct, relating to the account, is unreasonable;
 - You have not met our reasonable conditions relating to identification;
 - you or someone else using the account is doing so illegally or fraudulently;
 - you have given us false information;
 - it is not appropriate for a person authorised to give instructions on your account to run it; or
 - you have continually or seriously (or both) broken the terms of this agreement.
- d If we close your account, it will not affect any legal rights or obligations which may already have arisen or which may arise as a result of this agreement. When any particular type of account is withdrawn or no longer available, we may close it by giving you 30 days notice in line with Condition A12b above. If we close your account or accounts:
- we will transfer any funds we hold for you, plus any interest built up on the account (after taking off any tax which applies and any amounts you owe us) to your linked account or (if you ask us to and you are eligible) to another ISA provider. (See Condition B3e below); and
 - you must pay us any amounts you still owe us, or which you become due to pay us, after we have closed your account or accounts.
- Transferring funds to a linked account will take 3 Business days.
- If you owe us money on any account when or after we close it, and you hold another account with us that has money in it, we may use the money from that account to pay us all or part of the amount you owe us on the account that we have closed. If we do this, we will tell you about it.
- e If you die, once we receive the appropriate notification that you have died we will close the account and transfer the funds in the account to the account nominated in the claim form submitted by your personal representatives or the executor of your estate. Condition B3a will not apply in these circumstances.

A13 Changing and adding to this agreement

- a We may change any of the terms of this agreement (including to change or introduce any fees or charges) by giving you notice. We will only make changes when it is necessary or appropriate to do so to:
- meet legal, financial or regulatory requirements or to set out our duties and responsibilities under them, including any amendments to the ISA Regulations;
 - take account of any reorganisation within the ING Group (the group of companies we are a member of);
 - reflect a change in market conditions or the overall cost of providing our products or services to our customers;
 - reflect a change in technology or to cover a change in our products or services, or in the facilities we provide; or
 - improve the clarity of any of the terms of this agreement.
- We may change any of the terms of this agreement for any valid reason.
- b We will give you at least 30 days' notice in writing (by e-mail or post) of a change to the terms of this agreement, unless the change is to your advantage. If the change is to your advantage, we can make the change immediately and confirm it to you in writing within 30 days.
- c We will write to you (by post or e-mail) about any changes. If we make several changes at one time,

or make several changes in one year, we will send or make available to you a new set of terms and conditions or a summary of the changes.

- d We may also make changes to correct any mistakes or to make a condition more clear. If the changes do not change the meaning of this agreement we may not give you notice.
- e This Condition A13 does not deal with changes to interest rates, which we explain in Condition B5 below.

A14 Transferring rights and obligations

- a You cannot change the name on your Cash ISA to another person's name. You cannot transfer your rights in the Cash ISA to anyone else, nor can you give any rights over the Cash ISA to anyone as security for a loan or other debts. This does not stop you transferring the funds to someone else or to another ISA provider (see Condition B3e below).
- b We may transfer any of our rights and obligations under this agreement to any other person or business. If we pass any of our obligations, we will make the other person or business take on equivalent obligations towards you. We will satisfy ourselves that they are competent to carry out those obligations properly and in line with the ISA Regulations.
- c If we transfer our rights and obligations under this agreement to another person or business we may (but do not have to) give you at least 30 days' notice. If we give you notice, and you continue to use your account or any service we provide under this agreement (or allow any other person to do so) from the date the notice period ends you agree that:
- your existing and future obligations to us under this agreement will become obligations to the person we transfer our rights and obligations to;
 - the person we transfer our rights and obligations to will take on all our existing and future obligations to you under this agreement; and
 - references to 'we', 'us', 'our' in this agreement will each mean the person we transfer our rights and obligations to.

A15 Legal action against you

If we receive notice of a fine, a court order or a court judgment against you or any other account holder, we may refuse to allow withdrawals or transfers from your account until the fine is paid or the legal process comes to an end. Any fine, court order or court judgment will not prevent us from exercising any right of set-off (using money which we hold for you, or which is due to you, to pay debts you owe us) or enforcing any other 'security interest' (a right over something which we can take if debts are not paid). You are responsible for an amount which represents a reasonable assessment of any losses, costs or expenses we have as a result of any dispute or legal action with someone else involving your account.

A16 Claims on your account

- a If another person makes a claim for any of the funds in your account (for example, if someone takes legal action to recover funds they believe belong to them), or if we know or believe that there is a dispute involving someone else about who owns or controls funds in the account, we may:
- put a hold on your account and refuse to pay out any funds until we are satisfied that the dispute has ended;
 - send the funds to the person who we have good reason to believe is legally entitled to them, or transfer the funds to the linked account;
 - continue to rely on the current records we hold about you;
 - apply for a court order; or
 - take any other action we feel is necessary to protect us.
- b If we have acted reasonably, we will not be liable to you for taking any of those steps.

A17 General

- a If we decide not to enforce any condition of this agreement for you, this may be a temporary measure or a special case. We may enforce it strictly again at any time.
- b If you die or can no longer manage your account, all payments made from your account will be valid and binding on you and your estate if they were made before we received written notice of your death or inability. See also Conditions B5c and B9 below.

- c This agreement is in English and we will communicate with you in English.
- d Other costs or taxes may apply to your account as well as any mentioned in this agreement. If any taxes apply as a result of you entering into this agreement, you must pay them yourself.
- e Unless we say differently in these terms and conditions, no other person has any rights under these terms and conditions other than you and us.
- f If anything which is outside our control (such as technical failures, power cuts or industrial action) prevents us from providing you with any of the account services referred to in these conditions, we will do our best to solve the problem as quickly as we can. We will not have to provide you with the services affected in the meantime.

A18 Law

The agreement between you and us is in English and is governed by the laws of England and Wales. The courts of England and Wales may deal with any claim, dispute or difference arising from this agreement. However, if you live in Scotland or Northern Ireland, the courts of Scotland or Northern Ireland may deal with them.

The United Kingdom is the country whose laws apply to our relationship for the period until this agreement is made.

B EXTRA CONDITIONS FOR ING DIRECT CASH ISA

The ING Direct Cash ISA is a cash ISA (Individual Savings Account) under the ISA Regulations. The restrictions and requirements under the ISA Regulations (as amended from time to time) will apply. Individual Savings Accounts (ISAs) are tax free investments which were introduced in April 1999 to replace TESSAs and PEPs. Interest on an ISA is paid before tax and you do not have to declare it on your tax return. You can withdraw money at any time without losing tax relief. There are currently two different types of ISA:

- cash ISAs; and
- stocks and shares ISAs.

With effect from 6th April 2008, the annual ISA investment limit is £7,200. In each tax year you can invest in two separate ISAs, a cash ISA and a stocks and shares ISA. Up to £3,600 of that allowance can be saved in a cash ISA. The remainder of the £7,200 can be invested in stocks and shares with either the same or a different provider. If you open a cash ISA you cannot open another cash ISA in the same tax year. The ISA investment limits may change.

If you stop being eligible for the cash ISA we may close the account in line with Condition A12. Unless or until we close the account, we will pay only net interest (interest paid with basic rate tax taken off) on the account and you cannot make any further payments to the account.

We will tell you if your Cash ISA becomes void.

The funds invested in your Cash ISA must be and must remain in your 'beneficial ownership' (meaning they must belong to you) and you cannot use them as security for a loan.

You cannot transfer funds to your ING Direct Cash ISA from ISAs with other ISA providers (see Condition B2 below).

If the ISA Regulations change, we may change the terms and conditions for the cash ISA as explained in Condition A13.

The extra conditions in Part B apply to your cash ISA. The general conditions in Part A will also apply. If any of the extra conditions in Part B contradict any of the general conditions in Part A, the Part B conditions will apply. The conditions set out in the letter we send you with your Welcome Pack when you open the account will also apply. If any of the terms of that letter contradict any of the conditions set out in Parts A or B, the terms of the letter will apply. We can change the conditions as explained in Condition A13.

B1 Opening, using and running the account

- a To open an ING Direct Cash ISA, you must make a deposit by transferring funds from a linked account or from an ING Direct Savings Account. You may only have one ING Direct Cash ISA open at any one time. If you close the account, you will not be able to open another cash ISA in the same tax year, unless it was closed as a result of cancellation under Condition B1i below, and you cannot open another ING Direct Cash ISA for 6 months.

- b When we open your account, you will not be able to operate it until we have carried out various checks. Unless you already hold an account with us, by law, we must check your identity. If we cannot do the checks electronically, we will ask you to provide suitable identification documents (for example, a gas or electricity bill as proof of your address and your UK driving licence or your passport as proof of your identity). When you open the account we will let you know which documents we will accept as proof of your address and identity.
- c We will not accept any more deposits until we have satisfactorily carried out our checks. If we cannot satisfactorily carry out our checks within 21 days of receiving your first deposit, we may return your deposit (with any net interest that has built up). If we have not received your deposit and satisfactorily carried out our checks within 45 days of receiving your application to open the account, we may close the account. If we close your account in these circumstances you will not be treated as having opened the account.
- d When you send us a cheque for paying into your account, you must make it out to yourself (using your name as stated on your savings account). You must add the account number for your savings account immediately after your name (if we have already given you your account number).
- e The minimum amount you can pay into your cash ISA, including when you open an account, is £1. The most you can deposit in a cash ISA in any one tax year under the ISA Regulations is currently £3,600 (including any amounts you have paid into any other cash ISA with another organisation). See also Condition B3.
- f You can make up to 10 transactions (that is, payments or withdrawals) on each business day.
- g If you send us a payment (for example, by cheque) for an amount which would take you over the maximum ISA investment limit in any one tax year under the ISA Regulations (including any amounts you have paid into any other cash ISA with another organisation), we will send the whole of that payment back to you.
- h If you do not use your account for three years, we may treat the account as 'dormant' and restrict access to it. However, you will be able to remove the restrictions by contacting us at any time. Please ask us if you would like more information on dormant accounts.
- i Within the first 30 days after your account is opened, you can cancel it by calling the customer service number (0845 603 8888). If you do this we will close the account and pay you the balance and any interest built up on the account (after taking off any amounts you owe us) to you linked account. Any interest will be paid gross (without any tax taken off). If you close the account within the cancellation period, you can open another cash ISA within the same tax year. However, your eligibility to open a stocks and shares ISA will also depend on any subscriptions you have made to other ISAs in the current tax year. If you close your account after the cancellation period, you cannot open another cash ISA until the next tax year.
- j If we or you close your Cash ISA for any reason you cannot apply to open a new ING Direct Cash ISA for 6 months in the same tax year.

B2 Payments into the account

- a Apart from your first deposit (and as long as you do not go over the investment limits under the ISA Regulations), once you have activated your account you can make more payments into it by:

- setting up a standing order from another bank or building society;
- arranging with another bank or building society to make a payment (for example, by electronic transfer); or
- transferring money from another account you hold with us.
- Sending us a cheque.

You cannot transfer funds to your ING Direct Cash ISA directly from ISAs held with other organisations, unless we notify you separately that you can so.

When making payments other than by cheque, you will have to give the bank or building society making the payment our sort code (40-61-98) and specify your Cash ISA account number.

- b When we receive any cheque made out to you, we will have it sent to the bank the cheque is issued by for them to pay it. It usually takes at least three business days for us to receive the payment. If we receive a cheque, or an instruction to collect a payment electronically, after 6pm or on a day that is

not a business day, we will treat it as though we received it on the following business day.

The statement balance shows:

- all payments that have been received into your account;
- any cheques we are yet to receive the payment for;
- any withdrawals made; and
- any other items paid into or taken from your account.

We only pay interest on funds actually received into your account.

- c Sometimes after we have received payments made by electronic transfer or cheque, the paying bank may ask us to return that money (for example, if a Direct Debit payment is recalled). To take account of this, you will not be able to withdraw these amounts from your account, and they will not form part of the balance available to you, until:

- the third business day after we receive funds by electronic transfer; or
- six business days after the business day we receive a cheque.

If the paying bank recalls the payment, we will remove this amount from your account balance together with any interest we have paid on that amount. The balance available to you is the total amount in your account which is available for you to withdraw.

- d If you ask us to make a payment into your account from another account held with us in your name, we will normally transfer the funds as soon as we receive your instruction. However, those amounts will not form part of the balance available to you until three business days after we make the transfer.

B3 Withdrawals from the account

- a Any amount you withdraw from your account may affect the amount you are able to invest in any one tax year in your cash ISA. The investment limit under the current ISA Regulations for each year applies to the amount paid in (or "subscribed") to the account each tax year. The amount you pay in for purposes of the investment limit is not be reduced by the amount of any withdrawal you make. This means that if you have reached your annual investment limit for any tax year you cannot re-invest the amount of any withdrawals from the account. You can make withdrawals or transfers from your account by using our website or calling us on the customer service number (0845 603 8888). We will only transfer money to a linked account, or an ING Direct Savings Account or to another ISA held with another organisation.
- b When you instruct us to transfer money to a linked account, the following will apply:
- You can tell us when you want the withdrawal payment (of all or part of the funds in the account) to be made, but you must allow for the time it takes for the money to be transferred, as set out below.
 - If your instruction does not state that the payment should be made on a later date:
 - we will immediately take the amount of the payment from your account; and
 - the amount of the payment will usually be available from your linked account three business days after your instruction. (This may take an extra business day if you gave the instruction after 6pm or on a day that is not a business day.)
 - If your instruction states that the payment should be made at a later date:
 - we will transfer the money from your account on that date; and
 - the amount of the payment will usually be available from your linked account three business days after the date you make the withdrawal.
- c If you instruct us to transfer money to another savings account you hold with us, the following will apply:
- You can tell us when you want the withdrawal payment (of all or part of the funds in the account) to be made, but you must allow for the time it takes for the money to be transferred, as set out below.
 - If your instruction does not state that the money should be transferred at a later date:
 - we will immediately transfer the payment from your account; and
 - the amount of the payment will usually be available in your other savings account in three business days.

- If your instruction states that the payment should be transferred at a later date:

- we will transfer the payment from your account on that date; and
- the amount of the payment will usually be available from your other savings account in three business days.

- d You can transfer any amount from £1 up to the balance available to you.

- e If you are eligible in terms of the ISA Regulations you can tell us to transfer all or part of the funds in your Cash ISA to another ISA provider. You can say the timescales within which you wish us to make the transfer to the other ISA provider. However, you must allow us at least seven days. We will complete the transfer no later than 30 days after you instruct us to transfer the funds. For more details, please call the customer service number (0845 603 8888).

B4 Confirming transactions

- a When you give instructions for transactions on our website you should check our website for confirmation that we have received the instruction.
- b If you carry out a transaction by calling the customer service number, we will confirm it on the phone.
- c We will not give you written confirmation when we receive funds into your account. These amounts will appear on your statements.

B5 Interest

- a We will work out interest each day on the total balance in your account at the end of the day. We will add the interest to your account on the last day of each month.
- b All interest on your Cash ISA will be paid as gross interest (interest without tax being taken off), unless the Cash ISA stops being eligible for gross interest in terms of Condition B9 below.
- c If you die you will no longer be eligible for gross interest on the account. See Condition B9 below.
- d If a fixed interest rate is to apply on the account, we will tell you this in the letter we send you with your Welcome Pack when you open your account. The letter will confirm the interest rate and the period it will apply for. At the end of that period, or from the date the account is opened (if we have not told you in the letter that a fixed rate will apply), the interest rate on the account will be our standard cash ISA variable rate. Our current cash ISA variable rate will also be set out in the letter we send you. Details of our current rates of interest are available on our website. You can also get details by contacting us.
- e We can change the interest rate on the Cash ISA (other than any fixed rate) at any time to reflect:
- a change to the Bank of England base rate;
 - changes in market conditions;
 - changes in the cost of providing the account and related services to you;
 - changes in the law or regulations affecting us; or
 - a decision or requirement made by a court, ombudsman, regulator or similar organisation.
- The variable interest rate for the account is not tied to any base rate and we can choose not to change the rate for your account if the Bank of England base rate changes.
- We may change the interest rates on the account (other than any fixed rate) for any valid reason.
- f We will write (by e-mail or post) to tell you about any change in the interest rate on the account (other than any fixed rate) within 30 days of the change.

B6 Statements

- a We will provide you with statements for your account every three months. If you opened your account by post, we will post you your statements (unless you ask us to make them available on-line). If you opened your account on our website, we will make your statements available on-line (unless you ask us to post them to you). If we make your statements available on-line, we will send you an e-mail to tell you when your latest statement is available. If you choose to receive your statements on-line, each statement will only be available on-line for one year.
- b You must check your statement carefully and tell us as soon as possible if it includes an item that appears to be incorrect.

B7 Fees and charges

There are currently no fees or charges on the ING Direct Cash ISA. However, we may introduce charges and change them in line with Condition A13.

B8 Releasing information to the tax authorities

Under the ISA Regulations we have to provide details of all Cash ISA holders to HM Revenue & Customs. We may also have to provide HM Revenue & Customs with information about other accounts you hold with us. If you are not ordinarily resident in the UK for tax purposes (though you will not be eligible for an ING Direct Cash ISA) HM Revenue & Customs may be required to share this information with tax authorities in the country where you live.

B9 Circumstances where the Cash ISA stops being eligible

The account will no longer be eligible as an ISA and we will stop paying gross interest (interest without tax being taken off) on the account in any of the following circumstances:

- If the terms of the declaration on the application form you completed to open the account are or become untrue;
- If you transfer any of your rights as an account holder;
- If you use your cash ISA as security for a loan;
- If you die (we will require to see written confirmation of death);
- If HM Revenue & Customs tell us the account is not eligible.

We will pay net interest (after tax) which applies under the ISA Regulations in these circumstances until the account is closed (see Condition A12).

Tax is the responsibility of the government and HM Revenue & Customs. How your cash ISA is treated for tax purposes may change.

B10 Continuous application

Your application to open the Cash ISA is a continuous application applying to the tax year in which your Cash ISA was opened and subsequent tax years in which you deposit funds to the Cash ISA account. The ISA Regulations require that if you do not deposit funds in any tax year (other than the year of your application) you will need to complete a new application if you wish to start making deposits again.

C INFORMATION ABOUT OUR ACCOUNTS



Your personal information

How we use your information and who we share it with.

- You can get more details of how we use your information on our website at www.ingdirect.co.uk. If you would like written details, please ask us.
- If you provide false information, we will pass details to fraud-prevention agencies. We cannot give you more details of how fraud-prevention agencies may use that information.
- We may also share your information with:
 - our agents and others who provide a service to us and you; and
 - any person or business (and their advisers) who might take over our rights or obligations under our agreement with you, to allow them to prepare for taking these over. After that, we may allow that person or business to use and share your information in the same way.
- To provide the service you have asked for, we may share your information with organisations working under our instruction outside the European Economic Area (which currently includes the European Union, Iceland, Liechtenstein and Norway). We will not do this unless we are satisfied that your information will be processed as securely as if we were processing it.
- We will not pass your information to anyone outside our organisation (except for the purposes described above) unless:
 - we have your permission;
 - we have to do so or are allowed to do so by law;
 - we have a duty to the public to reveal the information; or
 - our interests mean we must give the information.

- We may use your information to produce statistics and carry out research about fraud and our products.
- We may also use your information for testing our systems.
- We may use your information to tell you about other products and services you may be interested in. We can give you details by letter, phone, mobile phone (including text messages) or e-mail.

Your rights

- You can receive a copy of the information we hold about you if you write and ask us for a copy. You may need to pay a fee.
- You can stop us contacting you about other products and services. You can contact us at any time in the future if you want us to stop.
- You can receive details of the fraud-prevention agencies we get information from, and which record information about you, if you write and ask us for these details.

Complaints

We are committed to giving you a service of the highest standard. If things do go wrong, we want to correct the matter as quickly as we can. If you have a complaint, please contact us. You can do this by phoning our customer service number (0845 603 8888), e-mailing us at info@ingdirect.co.uk, or writing to us at:

ING Direct
Freepost NATW1784
Reading
Berkshire
RG6 1BR.

(You must not send us your PIN or memorable date, or other information you consider confidential, by e-mail or post.)

We will try to deal with your complaint on the phone or as soon as we reasonably can. If it is likely to take longer, we will take your details and arrange for your complaint to be fully investigated and researched as soon as possible. When we receive your complaint, we will confirm this in writing within five business days and send you a final response within eight weeks.

For full details of our complaints procedure, please see our website (www.ingdirect.co.uk), contact us at the address shown above, or phone the customer service number (0845 603 8888). If you are not satisfied with our final response, you can send your complaint to:

Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London
E14 9SR.

Or you can call them on 0845 080 1800.

The Banking Code

We follow the Banking Code. This is a voluntary code, setting out the standards of good banking practice that banks, building societies and card issuers should follow when dealing with personal customers in the United Kingdom. You can see the Banking Code on-line at www.bankingcode.org.uk, and we will send you a summary leaflet with your welcome pack. If you would like another copy of the summary leaflet, please contact us and we will be happy to send you one.

The Dutch Central Bank's Deposit Guarantee Scheme

Deposits held with our UK branch are protected by the Dutch Central Bank's Deposit Guarantee Scheme, (known as the Deposit Guarantee Scheme). Payments under the Dutch scheme are limited to the first €100,000 (approx. £77,700 as at October 2008) of your total deposits held with us. Therefore, this means that each of our customers with deposits at our UK branch are protected up to a maximum of €100,000. General information on compensation and how this would apply to you is available from the Dutch Central Bank at www.dnb.nl/en/home/index.jsp.

Authorised and regulated by De Nederlandsche Bank (the Dutch Central Bank) and subject to limited regulation by the Financial Services Authority. Details on the extent of our regulation by the Financial Services Authority are available from us on request.