



# The ING Direct Guaranteed Investment Account Terms and Conditions

FTSE® Related

Valid from 20 July 2010

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

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## Conditions for the ING Direct Guaranteed Investment Account - FTSE ®

### ING Direct

#### 1 This agreement

- 1.1 The agreement relates to your ING Direct Guaranteed Investment Account.
- 1.2 This agreement is between you and us and is made up of:
  - these terms and conditions; and
  - any further conditions set out in the letter or other documentation we send you when you open an ING Direct Guaranteed Investment Account with us.
- 1.3 If any of the terms of the letter or other documentation we send you when you open an ING Direct Guaranteed Investment Account with us contradict any of the conditions set out in these terms and conditions, the terms of that letter or other documentation will apply.
- 1.4 General law may apply to all of our accounts and to the services that we provide to you. Except where the general law cannot be changed or excluded, if any provision of general law is not consistent with this agreement, this agreement will apply.
- 1.5 We may change any of this agreement from time to time, as explained in condition 15.
- 1.6 For more information about us (ING Direct), how you can make a complaint and how we use your information, please see the section headed "Important Information" at the end of these terms and conditions.

#### 2 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 days on which amounts can be paid into or out of your account.

These days are any day other than Saturdays, Sundays or English bank holidays.

See also conditions 10 and 11 which tell you about the different times we need to receive instructions in order to be able to process them on the business day they are received or deemed to be received.

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

##### **Customer number**

The unique nine digit number which we give you when you become an ING Direct customer.

##### **Deposit**

The amount you ask us to transfer from your tied account into your ING Direct Guaranteed Investment Account to open the account.

##### **End of term date**

The date on which your ING Direct Guaranteed Investment Account will be closed, as set out in the letter we send you when you open your account, unless your account is closed earlier in accordance with the terms of this agreement. If the date given in the letter we send you when you open your account is not a business day, the end of term date will be the previous business day.

##### **Exit window**

One of the points at which you may close your ING Direct Guaranteed Investment Account prior to the end of the term. The letter we send you when you open your account will give you details about the frequency of the exit windows. For the precise dates of the exit windows that apply to your account, you can phone us on our customer service number (0845 603 8888) or visit our website (ingdirect.co.uk).

## Funding date

The funding date will be the first Monday after the day on which your ING Direct Guaranteed Investment Account is opened, except when that is an English bank holiday, in which case the funding date will be the next business day after that. The funding date will only differ from this in exceptional circumstances beyond our reasonable control.

You can only transfer the opening deposit to your ING Direct Guaranteed Investment Account on the funding date.

## Index

The index set out in the letter we send you when you open your account which is used to calculate the amount of any interest on your ING Direct Guaranteed Investment Account. This will generally be the FTSE® 100 index.

## 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. This is accessed through our customer service number which is 0845 603 8888.

## Issue

A particular version of the ING Direct Guaranteed Investment Account. The details of any new issue which we may choose to offer from time to time will be posted on our website. For further details see condition 6.

## Linked account

A personal current account in your name (including a joint account but not a business account) with another mainland organisation in the UK (excluding the Channel Islands and the Isle of Man) which we link to your ING Direct Savings Account. A linked account must have a chequebook and Direct Debit facility.

## Memorable date

The six digit memorable date (dd/mm/yy) you choose as part of the security details for accessing your account.

## 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 English 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).
- Our 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 9.8).

## Percentage of index growth figure

The percentage rate which will apply for calculating interest on the ING Direct Guaranteed Investment Account as set out in the letter we send you when you open your account. The percentage of index growth figure is applied to the amount of the percentage growth in the index to calculate the gross interest due on your ING Direct Guaranteed Investment Account.

## PIN

The unique six digit personal identification number (PIN) which you must use as part of the security details for operating any accounts you have with us.

## Security details

Your PIN, your memorable date and your customer number. You need to use these details in order to access your account. If you do not have them access to your account may be restricted.

## Tax year

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

## Term

The period commencing on the funding date and ending on the end of term date.

## Tied account

The ING Direct Savings Account which you have chosen to tie to your ING Direct Guaranteed Investment Account for moving money to and from your ING Direct Guaranteed Investment Account.

## We, us, our

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

## Our website

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

## 3 About the ING Direct Guaranteed Investment Account

- 3.1 The ING Direct Guaranteed Investment Account is a savings account which guarantees the repayment of your deposit in full at the end of the term or at any earlier exit window when you close your account. The percentage of growth on the deposit is calculated at the end of the term or at the relevant exit window as appropriate. We will pay you interest on the deposit, calculated in line with condition 16.3 if there has been any growth in the index during the relevant period. The percentage of index growth figure is applied to the amount of any percentage growth in the index since the close of the index on the funding date. The index is only used for the purposes of the interest calculation. Your deposit is a deposit with us and is not invested in any financial markets. You can take money out by transferring it electronically to your tied account. Further details about payments to and from your ING Direct Guaranteed Investment Account are given at conditions 10 and 11.
- 3.2 You may hold up to 10 ING Direct Guaranteed Investment Accounts with us at any time.
- 3.3 You can have up to £250,000 in each ING Direct Guaranteed Investment Account. The most you can have at any time as the total of the balances of ALL of your ING Direct Guaranteed Investment Accounts is £2,500,000 (excluding any interest added to your account or accounts after that limit is reached). The most you can deposit in total in any one issue of ING Direct Guaranteed Investment Accounts is £250,000 across all ING Direct Guaranteed Investment Accounts we agree to open for you in that issue.

## 4 Eligible customers

Our savings accounts are available to people aged 18 or over who are living permanently in the UK, not including the Channel Islands and the Isle of Man. To open an ING Direct Guaranteed Investment Account you must have an ING Direct Savings Account with a linked account. Our savings accounts are not available for trusts, businesses or charities. If you stop being eligible for the account, we may close it (see condition 17).

## 5 Security and access

- 5.1 Your customer number, PIN and memorable date are your security details and you will need to use some or all of your security details each time you contact us. Further details are set out below.
- 5.2 Your customer number is a unique nine digit number. You will keep the same customer number for as long as you are one of our customers. You will only have one customer number no matter how many accounts you have with us. (However, you will of course be given a separate account number for each account you have with us.)
- 5.3 Your PIN is a unique six digit number. Your PIN forms part of the security details for operating the account and any other accounts you have with us.

- 5.4 Your memorable date is the six digit number (dd/mm/yy) you chose when you first opened an account with us. Once you have chosen a memorable date for the first account you open with us, you will then use the same date for any other accounts you open with us. You can change your memorable date at any time, but it must always be a six digit number. We cannot accept your PIN or your date of birth as your memorable date.
- 5.5 If you have forgotten your PIN or your memorable date or both, you must follow the processes set out below:
- 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 temporary PIN to you. While you are waiting for your new temporary 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 new temporary PIN, you cannot instruct us to set up a new linked account, or to change your personal or contact details.
  - 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 provide us with further security information. We will then help you to set a new memorable date and we will 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.
  - We will send your new temporary PIN to your main address. We cannot send it to any temporary address, in line with condition 9.16.
- 5.6 We will not ask you for any of your security details except as explained in this condition 5 and condition 9.1.
- 5.7 So that you can use our services securely, you must do all you reasonably can to keep your security details safe and in particular you must:
- not reveal your security details 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 (ingdirect.co.uk) or by using our Interactive Telephone Banking Service;
  - keep your memorable date separate from your PIN and from your customer number and account details (you should only use these on our website (ingdirect.co.uk) and when using our Interactive Telephone Banking Service). Unless you are activating a new PIN number on our website or by using our Interactive Telephone Banking Service, we will not ask you for your memorable date or PIN in full once you have activated the first account you open with ING Direct;
  - not quote your PIN or memorable date when calling the customer service number;
  - tell us as soon as you can by calling us on the customer service number (0845 603 8888) if you have lost any of your security details or if you know or think that someone else knows any of your security details or has stolen them or is using them without your consent;
  - tell us immediately by calling us on the customer service number (0845 603 8888) 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; and
  - comply with any security warnings or advice we give you, including through security announcements on the Security section of our website.
- 5.8 If we have suspended any of our services for any of your accounts with us you can contact us by calling the customer service number (0845 603 8888) to ask us to make the suspended service(s) available for you to use again. We will action your request if we reasonably believe it is appropriate for us to do so.
- 5.9 You can call us on our customer service number (0845 603 8888) to report lost or stolen security details, unauthorised use of your account or to ask us to make a suspended account available to use again. If you are calling outside our opening hours we may ask you to call a special out of hours number.
- 5.10 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 if you have told us about any unauthorised or fraudulent use of the account or if we think that there could be unauthorised or fraudulent use of the account; and
  - providing you with a new way of accessing your account, if we need to withdraw one of the existing ways you can access your account set out in condition 9.1 (note that if we do this we will not ask you for your memorable date or PIN in full).
- 5.11 We can stop your ability to use your security details and to access and make payments on your accounts. We can do this if we reasonably believe this is necessary for reasons relating to:
- the security of your security details; or
  - suspected unauthorised or fraudulent use of your security details.
- 5.12 Unless it would be unlawful for us to do so or it would compromise our security measures, then we will tell you by phone if we intend to stop your ability to use your security details. If we are unable to contact you before we stop your ability to use your security details then we will tell you immediately afterwards.
- 5.13 So that we can check and, if necessary, address any issues, you must tell us immediately by calling the customer service number (0845 603 8888):
- if you have any problem with our Interactive Telephone Banking Service or on our website;
  - 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.
- ## 6 Opening accounts and additional conditions
- 6.1 To open an ING Direct Guaranteed Investment Account, you must first have a fully operational ING Direct Savings Account for use as your tied account and you must make an opening deposit from your tied account of no less than the minimum required deposit amount, which we will tell you when you apply to open the account. We will ask for a payment instruction to transfer the opening deposit amount from your tied account on the funding date. You cannot pay any further money into your account after the opening deposit.
- 6.2 You can only open an ING Direct Guaranteed Investment Account in a period during which we are offering this type of account. The ING Direct Guaranteed Investment Account is offered in a series of "issues" each of which could have different additional terms (as set out in the letter we send you when you open your account). The details of any new issue which we may choose to offer from time to time will be posted on our website. The issue number applying to your ING Direct Guaranteed Investment Account will be set out in the letter we send you when you open your account.
- 6.3 When you open your ING Direct Guaranteed Investment Account we will send you a letter confirming:
- the index which will be used to calculate the amount of any interest;
  - the issue number of your ING Direct Guaranteed Investment Account;
  - the percentage of index growth figure applying if the index grows;
  - the term of your ING Direct Guaranteed Investment Account;

- the amount of your deposit;
  - the funding date;
  - the end of term date (when the account will close, unless you tell us to close the account early at an exit window);
  - details of the reduced percentage of index growth figure that applies if you close the account at an exit window before the end of the term date (see condition 11.1.1);
  - the account number of the tied account; and
  - the opening value of the index which will be used for calculating the amount of any interest due on your ING Direct Guaranteed Investment Account.
- 6.4 As the percentage of index growth figure and any interest which may be earned on your ING Direct Guaranteed Investment Account are based on fluctuations in external financial markets, you cannot cancel your instruction to fund an ING Direct Guaranteed Investment Account after the closing time of our customer service number (see our opening hours) on the Sunday immediately before the applicable funding date. So, if you wish to cancel, you must notify us of your decision by telephone prior to this point in time. In such an event your deposit will remain in your tied account.

## 7 Tied accounts

- 7.1 Your ING Direct Guaranteed Investment Account must always have a tied account. The tied account is the ING Direct Savings Account in your name or that you hold in joint names with another person that you have chosen for moving money to and from your ING Direct Guaranteed Investment Account.
- 7.2 You can only pay the deposit into your ING Direct Guaranteed Investment Account by transferring it electronically from your tied account and you can only make a withdrawal from your ING Direct Guaranteed Investment Account by transferring money electronically to your tied account. You can find more information about payments and withdrawals at conditions 10 and 11.
- 7.3 You cannot choose another tied account once we have opened your ING Direct Guaranteed Investment Account and you must keep the tied account open until all of the ING Direct Guaranteed Investment Accounts that are tied to it have been closed.
- 7.4 A tied account may be linked to up to 10 ING Direct Guaranteed Investment Accounts.

## 8 Joint accounts

- 8.1 Unlike some other ING Direct accounts, which you can open as joint accounts for two people, the ING Direct Guaranteed Investment Account can only be held in one person's name.

## 9 Communication and payment instructions

- 9.1 To give us instructions or get information about your account, you must use our website (ingdirect.co.uk), our customer service number (0845 603 8888) or our Interactive Telephone Banking Service. You will need to provide your security details. This will normally involve the following:
- 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.
  - When you use our 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.
  - When you call our customer service number to give a payment instruction to one of our staff, we will normally refer you to our Interactive Telephone Banking Service to enter your customer number and either three of the numbers we ask you for from your PIN, or your memorable date.
- 9.2 You must have a touch-tone phone to use our Interactive Telephone Banking Service. Otherwise you will have to give instructions or get information about your account using our website (ingdirect.co.uk).

- 9.3 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 given on our website via the Interactive Telephone Banking Service or to a member of our customer service staff to close or cancel your account in accordance with conditions 6.4 and 17.

This condition still applies if an unauthorised person gave us that information after getting it because you did not keep your security details or other confidential information about your account secret, or you did not take all reasonable precautions to prevent unauthorised or fraudulent use of them, or because you have acted fraudulently.

- 9.4 Once we have acted on an instruction, you cannot cancel it.
- 9.5 We may refuse to carry out a payment instruction. Before we act on a payment instruction, we may also (but do not have to) get further confirmation from you or take more steps to check whether you authorised it. For example, we may ask you to provide more information to verify your identity. We may refuse or delay carrying out a payment instruction if for example:
- there is not enough money in your account to make a payment out;
  - we need to comply with legal requirements, such as regulations to tackle money laundering or a court order;
  - the payment instruction is not clear or if you have not given us enough details to carry out the payment instruction;
  - we believe that the payment instruction may have been given by you or someone using any of your security details in order to obtain money or any other service illegally or fraudulently; or
  - making the payment would mean you exceed any daily or other limit or restriction on the payments that can be made into or out of your account.
- 9.6 Unless it would be unlawful for us to do so, we will contact you as soon as possible to tell you if we have refused or delayed carrying out a payment instruction and to tell you the reasons for our refusal or delay and what you can do to correct any factual errors which led to our refusal or delay. We will contact you either by phone or, if we cannot contact you by phone, by post.
- 9.7 We may in some cases agree to accept instructions given by a person who has 'power of attorney' (legal authority to act for you). We will only accept instructions from an attorney if we are satisfied that this complies with our procedures for accepting instructions from attorneys from time to time. We will not accept instructions from attorneys appointed on a temporary basis, for example while you are on holiday. During the fixed period of your ING Direct Guaranteed Investment Account, if you give someone power of attorney to operate your tied account and we agree to them operating your tied account, you authorise us to operate your ING Direct Guaranteed Investment Account under the same power of attorney.
- 9.8 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.
- 9.9 Unless we agree otherwise in writing, we cannot accept payment instructions or requests for information about 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 9.1 contains important conditions on how you can contact us to give payment instructions or get information about your account.
- 9.10 Except for giving us payment instructions or to get information about your account, 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).
- 9.11 If our contact details change, we will tell you. If you write to us to give us notice (for example, to let us know 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.
- 9.12 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 ensure that you have a record of any calls you make to tell us that you have lost your security details or that you think someone else has stolen them or is using them without your consent, or to ask us to make any suspended services available for you to use again;
  - to help us maintain the quality of our service; and
  - for security and training purposes.
- 9.13 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.
- 9.14 We will not send any confidential information to you, or request confidential information from you, by e-mail.
- 9.15 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.
- 9.16 You may ask us to use a temporary postal address by calling the customer service number. However, we can decide whether or not we will 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;
  - 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; and
  - When you call the customer service number, you will normally be referred to our Interactive Telephone Banking Service. You will then have to enter certain numbers from your PIN or your memorable date.

## 10 Payments into your account

- 10.1 You can make one payment of your opening deposit into your account by electronic transfer from your tied account on the funding date. We will tell you when the opening deposit must be paid when you apply to open an account. See condition 6.1 for more details. You can make no further payments into your account after the opening deposit.
- 10.2 The minimum amount you can pay into your ING Direct Guaranteed Investment Account is the opening deposit amount, which we will tell you when you apply to open the account.
- 10.3 We may in some cases refuse to accept a payment into your account. See condition 9.5 for details.
- 10.4 When you transfer funds from your tied account, we will show the funds in your account immediately. See condition 16 for details of how we calculate and pay interest from the funding date onwards.

## 11 Withdrawals from your account

### 11.1 Withdrawal options

- 11.1.1 You cannot withdraw part of the money in your account during the term. You may withdraw your full balance before the end of term date at one of the exit windows, but if you do this we will close your account using the percentage of interest growth figure applicable for closure at an exit window as set out in the letter which we send you when you open your account.
- 11.1.2 Withdrawals from your ING Direct Guaranteed Investment Account can only be made by transferring funds to your tied account.

### 11.2 Refusal of withdrawals

We may in some cases refuse to accept an instruction to make a withdrawal from your account. See condition 9.5 for details.

### 11.3 Transfers to tied accounts

When we receive an instruction from you to transfer money from your ING Direct Guaranteed Investment Account to your tied account at an exit window in accordance with condition 17.2 or where we transfer the funds to your tied account on the end of term date, the following will apply:

- We will take the money from your account on the day of the exit window or on the end of term date (as applicable) and it will reach the other account immediately.
- As explained in condition 17.4, where you have given us an instruction to close your account at an exit window, you can only cancel the instruction up to the end of the business day before the payment is to be made.

### 11.4 Refunds

We will refund the amount of any payment from your account and pay you the amount of any interest that you would have earned if the payment had not been made if:

- we did not make the payment correctly or if the payment never arrived, unless any of the details that you gave us when asking us to make the payment were incorrect or we can show that the payment was received by the bank that the account the payment is being made to is held with; or
- you tell us as soon as possible after a payment has left your account that the payment was not authorised by you and following reasonable investigation, we are satisfied that the payment was not authorised by you.

## 12 Confirming transactions on your account

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

## 13 Statements

- 13.1 We will send you a paper statement or an online statement once every three months. The method of delivery of your statement will be the same as for your tied account. If you would like us to send you a copy of your three monthly statement, you can call our customer service number (0845 603 8888). You will also receive details of the opening balance of your account in the letter we send you when you open your account and you will receive an "end of term letter" shortly after the end of term date (or earlier exit window at which your account is closed). The end of term letter will show details including the interest earned and the closing balance of your account based on the applicable interest calculation. If you would like us to send you a copy of your account opening letter or your end of term letter, you can call our customer service number (0845 603 8888).
- 13.2 You must check your statements, account opening letter and end of term letter carefully and tell us as soon as possible if any items appear to be incorrect.
- 13.3 You will also receive a tax certificate for the tax year in which the ING Direct Guaranteed Investment Account has reached the end of its term or in which it has been closed early at an exit window.

## 14 Fees and charges

- 14.1 There are currently no fees or charges for the ING Direct Guaranteed Investment Account.
- 14.2 We may make extra charges for extra services we provide other than under this agreement. We will tell you about these charges before we provide the services.

## 15 Changing the terms of this agreement

- 15.1 This condition tells you about changes to the terms of the agreement between us.
- 15.2 We may change any of the terms of this agreement, other than the percentage of interest growth figures that apply to your account or any of the other details set out in the letter we send you when you open your account, for any valid reason by giving you at least two months advance notice of the change by post or email.
- 15.3 Where we give you advance notice of a change to any of the terms of this agreement, if you do not like the change you can close your account at any time within the notice period without losing any interest. This is in addition to your general right to close your account set out in condition 17. If you do not ask us to close your account within the notice period, we are allowed to assume that you have accepted the change.

## 16 Interest

### 16.1 The index

The letter which we send you when you open your account will detail the applicable index for your ING Direct Guaranteed Investment Account.

Please note that the index is not guaranteed to continue in its present format.

For the avoidance of doubt your deposit is not invested in any markets and is a deposit with us.

### 16.2 The index we use may be the FTSE® 100.

The FTSE® 100 is not in any way sponsored, endorsed, sold or promoted by FTSE International Limited ("FTSE") or by the London Stock Exchange Plc (the "Exchange") or by The Financial Times Limited ("FT") (together the "Licensor Parties") and none of the Licensor Parties make any warranty or representation whatsoever, expressly or impliedly, either as to the results to be obtained from the use of the FTSE® 100 (the "index") and/or the figure at which the said index stands at any particular time on any particular day or otherwise. The index is compiled and calculated by FTSE. None of the Licensor Parties shall be liable (whether in negligence or otherwise) to any person for any error in the index and none of the Licensor Parties shall be under any obligation to advise any person of any error therein. "FTSE®" is a trade mark of the Exchange and the FT and is used by FTSE under licence.

### 16.3 Interest calculation

- 16.3.1 Interest, calculated in accordance with the conditions of this agreement, will be payable on closure of your ING Direct Guaranteed Investment Account only if there has been growth in the value of the index since the close of the index on the funding date.
- 16.3.2 The interest rate on your ING Direct Guaranteed Investment Account is variable.
- 16.3.3 The gross interest rate for your ING Direct Guaranteed Investment Account where the account is closed at the end of term date will be calculated as follows:

$$\left( \frac{\text{Value at close of index on their last trading day prior to end of term date} - \text{Value at close of index on funding date}}{\text{Value at close of index on funding date}} \right) \times \text{\% of growth in the index figure applicable for the issue}$$

- 16.3.4 The gross interest rate for your ING Direct Guaranteed Investment Account where the account is closed at an exit window will be calculated as follows:

$$\left( \frac{\text{Value at close of index on last trading day immediately prior to exit window} - \text{Value at close of index on funding date}}{\text{Value at close of index on funding date}} \right) \times \text{\% of index growth figure applicable for the issue for early closure}$$

- 16.3.5 Where there has been no percentage increase in the index since the close of the index on the funding date or where the value of the index has decreased, the interest will be nil. Your deposit will, however, be returned to you in full.
- 16.3.6 Any interest for deposits below £50,000 will normally be payable after deduction of basic rate income tax (see condition 16.4).

## 16.4 Deduction of tax

- 16.4.1 We will pay net interest (interest with tax being taken off) on your account except where the balance on the account is £50,000 or more (where tax will not be deducted, unless current UK tax rules or HM Revenue & Customs guidance changes), or if you have told us you are eligible not to have tax deducted and:
- sent us an appropriately filled-in form R85 (available on the HM Revenue & Customs website at [www.hmrc.gov.uk](http://www.hmrc.gov.uk)) for that account; or
  - called our customer service number (0845 603 8888) to give us a declaration about your tax status for that account.
- 16.4.2 If you phone us to make a tax declaration or send us a form R85 for an account, you must make separate declarations or send us separate forms R85 in line with condition 16.4.1 for each account you hold with us. Any interest due to you will then be paid as gross interest (interest without tax being taken off).

## 16.5 Extraordinary events

If an extraordinary event occurs which means it is no longer possible to use the index as the related index for your ING Direct Guaranteed Investment Account (such as the announcement that publication of the index is to be stopped), we will make all reasonable efforts to identify an alternative index with similar parameters. If a reasonable alternative method of calculation cannot be identified within 60 business days, then we may close your ING Direct Guaranteed Investment Account and pay interest based on the level of the index immediately prior to the extraordinary event, using the percentage of index growth figure applicable for calculation of interest at the end of the full term, as set out in the letter we sent you when you opened your account. See condition 17 for more information about closing your account.

## 17 Closing your account

- 17.1 Unless your account is closed early in any of the circumstances set out below, we will close your account on the end of the term date and your deposit and any interest due to you will be transferred to your tied account on the end of term date. See condition 11 for more information about transfers to your tied account.
- 17.2 You may ask us to close your account at any of the exit windows by phoning us with this instruction but we must receive your instruction no later than the end of the business day prior to the exit window. When we receive your instruction to close your account after 6pm or on a day that is not a business day, we will treat your instruction as having been received on the next business day.
- 17.3 If you close your account at an exit window the percentage of index growth figure will be lower than if your account was held for the full term. The percentage of index growth figure applicable for closure at an exit window for the relevant ING Direct Guaranteed Investment Account will be set out in the letter we send you when you open your account.
- 17.4 After asking us to close your account you can cancel your instruction at any time up until the business day prior to the exit window. If you do not cancel your closure instruction your deposit and any interest due to you will be transferred to your tied account on the day of the exit window. See condition 11 for more information about transfers to your tied account.
- 17.5 We may close your account by giving you at least 30 days notice in writing (sent by e-mail or post) that we will close your account at the next exit window.
- 17.6 We may close your account if an extraordinary event occurs, in line with condition 16.5.
- 17.7 We may close your account immediately in exceptional circumstances. Examples of these circumstances are if:

- we reasonably believe that you are no longer eligible to hold the account;
- we reasonably believe your conduct, relating to the account, is very unreasonable;
- 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;
- if you move abroad (outside the UK);
- you have repeatedly or seriously (or both) broken the terms of this agreement; or
- if we close your tied account in accordance with any conditions of the tied account allowing us to do so.

In these circumstances your deposit and any interest due to you will be transferred to your tied account on the day of the exit window.

17.8 We will send you a letter to say that we have closed your account and to confirm the final balance (including any interest) that we have transferred to your tied account.

17.9 If we close your ING Direct Guaranteed Investment 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. If we close your ING Direct Guaranteed Investment Account:

- we will transfer any funds we hold for you, plus any interest built up in the account (after taking off tax which applies and any amounts you owe us) to your tied account; 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.

If you owe us money on any account when or after we close it, and you hold another account with us in the UK 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 we have closed. If we do this, we will tell you about it.

17.10 If you die, your personal representatives or the executor of your estate may ask us to close your account and transfer the balance to your tied account, with no interest being payable.

Alternatively, your estate may choose to take over the ING Direct Guaranteed Investment Account and maintain it to either the next exit window or the end of the term where the interest will be paid in line with the calculations set out in condition 16.3.3 or 16.3.4, as applicable.

17.11 You cannot cancel this agreement for your ING Direct Guaranteed Investment Account after the end of the business day prior to the funding date. This does not affect your right to close your account at condition 17.1.

## 18 Liability

18.1 Unless you have acted fraudulently you will not be responsible for an instruction someone else made using your security details or other confidential information about your account 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.

18.2 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.

18.3 Subject to conditions 18.4 and 19, we will be responsible to you for the amount of any withdrawal made from your account and pay you the interest you would have earned if that withdrawal had not been made where you did not ask us to make the withdrawal.

18.4 We will not be liable for:

- indirect loss;
- loss of business, opportunity or profit;

• any loss caused by:

- your failure to keep your security details or other confidential information about your account secure;
- 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 acting fraudulently;

• any loss you suffer as a result of our refusing or delaying a payment instruction, provided we have acted reasonably and in accordance with this agreement;

• 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 ([ingdirect.co.uk](http://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.

18.5 Nothing in this agreement will restrict or remove any legal duty or responsibility we may have towards you, if we are unable to restrict or remove it by general law.

## 19 Compensating us for loss

19.1 You agree to compensate us fully for any loss we suffer 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.

19.2 The protection which you give us under condition 19.1 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.

## 20 Dormant accounts

20.1 If you, or anyone who you hold a joint savings account with, do not use your PIN and other security details to access any of your savings accounts with us for three years, we may restrict access to all of the savings accounts you hold with us. However, you will be able to ask us to remove the restrictions by contacting us at any time.

20.2 If there have been no payments into or out of your account for 15 or more years (or any other period specified by law) then we may transfer the money in your account to a 'reclaim fund'. A reclaim fund is a separate organisation authorised to accept unclaimed money in 'dormant' bank accounts. You will be entitled to claim your money and any interest payable on it back from the reclaim fund and we will provide you with information to help you to do so.

20.3 Please ask us if you would like more information on dormant accounts.

## 21 Transferring rights and obligations

21.1 Unless this agreement says otherwise, you will not transfer your legal rights in your account, or in any income from the account, to anyone else. For example, this means that you cannot give anyone any rights over your account as security for a loan or other debts, unless this agreement allows you to.

- 21.2 We may transfer any of our rights and obligations under this agreement to any other person or business. If we transfer 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.
- 21.3 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.

## 22 Legal action against you

If we receive notice of a fine, a court order or a court judgment against you (or, if you have a joint account, 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 using any right of set-off we may have (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 direct result of any dispute or legal action with someone else involving your account.

## 23 Claims on your account and bankruptcy

- 23.1 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), if we know or believe that there is a dispute involving someone else about who owns or controls funds in the account or if a bankruptcy petition (or any equivalent insolvency process, including in Scotland a petition for sequestration) is presented against you, we may:
- put a hold on your account and refuse to pay out any funds until we are satisfied that the dispute has ended or the bankruptcy petition or equivalent insolvency process has been recalled;
  - send the funds to the person who we have good reason to believe is legally entitled to them, or transfer the funds to the tied account, which may result in you losing interest on your ING Direct Guaranteed Investment Account. See condition 11.1.1;
  - 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.
- 23.2 If we have acted reasonably, we will not be liable to you for taking any of those steps.

## 24 General

- 24.1 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.
- 24.2 If you die or become unable to 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.
- 24.3 This agreement is in English and we will communicate with you in English.
- 24.4 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.
- 24.5 Unless we say differently in these conditions, no other person has any rights under these conditions other than you and us.

- 24.6 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.

## 25 Law

- 25.1 If you live in England or Wales, English law applies to this agreement and to any communications we have with you before you open an account with us and the courts of England and Wales may deal with any claim, dispute or difference arising from this agreement.
- 25.2 If you live in Scotland, Scots law applies to this agreement and to any communications we have with you before you open an account with us and the Scottish courts may deal with any claim, dispute or difference arising from this agreement.
- 25.3 If you live in Northern Ireland, Northern Irish law applies to this agreement and to any communications we have with you before you open an account with us and the Northern Irish courts may deal with any claim, dispute or difference arising from this agreement.

## Important information

### 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 [ingdirect.co.uk](http://ingdirect.co.uk). If you would like written details, please ask us.
- We may pass details to fraud-prevention agencies for them to hold and use for the purposes of detecting or preventing fraud.
- 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](mailto: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 resolve 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 ([ingdirect.co.uk](http://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 or 0300 123 9123.

## Industry guidance and codes of practice

We follow all applicable industry guidance and codes of practice.

## About ING Direct

ING Direct N.V. is a limited liability company incorporated under the law of The Netherlands and registered with the Trade Registry of the Chamber of Commerce and Industry of Amsterdam, The Netherlands under number 34.13.76.38. Registered in England and Wales at Companies House with branch reference number: BR7357.

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.

Financial Services Authority firm reference number 229688.

## Important information about compensation arrangements

We are part of ING Direct N.V. which is based in The Netherlands. Most depositors are covered by the Dutch Central Bank's Deposit Guarantee Scheme, (known as the Deposit Guarantee Scheme) which is also based in The Netherlands.

This means that if our bank is unable to meet its financial obligations, our eligible UK depositors would be entitled to claim up to €100,000 (£82,730 as at 5 July 2010\*) per depositor from the Dutch Central Bank's Deposit Guarantee Scheme.

For further information about the Dutch Central Bank's Deposit Guarantee Scheme (including the amounts

covered and eligibility to claim) please contact us at the address shown above, or phone the customer service number (0845 603 8888) or refer to the Dutch Central Bank at [www.dnb.nl/en/home/index.jsp](http://www.dnb.nl/en/home/index.jsp).

All ING Direct savings customers who are eligible to have a savings account with us in the UK will be covered by the Dutch Central Bank's Deposit Guarantee Scheme.

\*Exchange rate £0.82730 per €1 (Source: Financial Times 05/07/10)

