

Changes in the General Conditions of Opening and Maintaining Bank Accounts at ING Bank Śląski S.A., effective from 1 January 2016

Section 4, paragraph 9 – adding a record about charging interest of delay

4. ING Bank charges maximum late payment interest on overdue debt; the interest is charged at the interest rate effective at ING Bank for overdue debt due to late loan payments.

Section 1, paragraph 51 - in relation to the entry into force of the amendment of the law - the inability to issue bank enforcement title

1. Submitting by ING Bank and the Client of any representations, including but not limited to submitting by the Client of a Registration Application, Authorised Signatory's Right Form, Agreement conclusion, conclusion of other agreements concerning banking activities or other services provided by ING Bank, and any amendments thereto, as well as submitting by the Client any representation connected to the banking activity, other service performed by ING Bank or the activity connected to securing ING Bank's receivables under the banking activity, may be effected via the System, in particular as regards placing electronic signatures.

The provisions of Article 66(1) §1-3 of the Civil Code shall not apply to the offers and agreements concluded in that manner with the entities being entrepreneurs.

Paragraphs 62, 63 and 64 – adding a detailed description of rules for filing complaints by Clients of ING Bank, change of maximum period allowed for ING Bank to handle Clients' complaints and notifying of the opportunity to apply to Financial Spokesperson

§ 62

1. Client is authorized to file complaints related to services provided by ING Bank, including complaints related to Payment Transactions.
2. Client is obliged to file any complaints without delay, after getting hold of information that there have been circumstances which arise reservations, in writing in Branches of ING Bank, via available System or during a telephone call with a unit of ING Bank designed to contact the Clients, whose telephone numbers are available on internet pages of ING Bank.
3. ING Bank provides confirmation of having filed a complaint as well as notification of the result of handling the complaint in writing or in another form agreed with the Client, based on rules set out in Par. 64.
4. ING Bank shall handle the complaint without delay, not later than within 30 calendar days of its receipt. In the event of a justified inability to provide a reply within the agreed date, ING Bank::
 1. explains the reasons for delay;
 2. indicates circumstances which need to be defined for the complaint to be handled;
 3. indicates foreseen date of providing a reply to the complaint which must not be later than 60 calendar days of its receipt.
5. In the event of rejecting a complaint by ING Bank, the Client being a natural person is empowered to apply to Financial Spokesperson to handle the complaint.

§ 63.

1. The Client may file a complaint about ING Bank with a supervision authority which is the Polish Financial Supervision Authority, if the Bank's activities – in the Client's view – breach the regulations of the law.
2. The aforementioned complaint can also be filed by entities whom ING Bank refused to provide the payment services on the basis of the Framework Agreement, including these Terms and General Conditions.
3. The appropriate law for settling any disputes that may arise in connection with the Framework Agreement including these Terms and Conditions is the law of Poland.
4. Any disputes that may arise in connection with the execution of the Framework Agreement, including these Terms and Conditions, the Parties shall submit for settlement to the common court relevant to the place of its conclusion.
5. At any time of the Framework Agreement the Client has the right receive at its request any information on its provisions, which will be delivered by ING Bank as described in § 64.

Provisions of par. 64 have been moved from Par. 63 in previous wording.