

Saving Accounts: Specific terms and conditions (valid from 15/03/2017)

These terms and conditions govern the savings accounts of BNP Paribas Fortis.

The General Terms and Conditions of BNP Paribas Fortis SA (hereinafter referred to as "the Bank") apply to any and all aspects not expressly specified in these terms and conditions.

Article 1 – General

The provisions of these terms and conditions apply to all savings accounts, irrespective of their material form or commercial name. The savings accounts governed by these terms and conditions are regulated savings accounts. These accounts are exclusively intended for use by individuals.

Article 2 – Account statements

Savings account transactions are communicated to customers by means of account statements.

Article 3 – Deposits

All deposits are permitted irrespective of their amount.

Article 4 – Withdrawals

Under current tax regulations, withdrawals from regulated savings accounts can only be made for the following transactions:

1. cash withdrawals;
2. transfers, other than in execution of a standing order, to an account with the Bank held in the name of the savings account holder;
3. transfer to a savings account with the Bank held in the name of a partner (married or legal cohabitant) or (one of) the parents or children of the savings account holder;
4. payment of principal, interest or incidentals owed by the savings account holder on loans or credit extended by the Bank or an institution represented by the Bank;
5. payment to the Bank of insurance premiums and fees related to the savings account, the cost of purchase or subscription of securities, rent for safety deposit boxes and safe-custody fees for overdraft custody accounts.

Withdrawals other than for the transactions cited above are not permitted as these may lead to loss of the partial withholding tax exemption on income generated by the savings account. The originator must therefore ensure that any withdrawals comply with the above-mentioned criteria.

In contrast to Article 26 of the General Terms and Conditions of the Bank, the latter may, on either a specific or a general basis, impose a notice period of five calendar days on withdrawals exceeding EUR 1,250 and may limit withdrawals to EUR 2,500 per fortnight.

Withdrawals may be made by the account holder, a duly authorised person or a legal representative acting within his terms of reference.

A receipt must be provided for all withdrawals.

Article 5 – Remuneration

The remuneration of savings accounts is comprised of basic interest and a loyalty bonus.

The interest and bonuses are calculated separately at an annual rate. The Bank fixes the basic interest rate and loyalty bonus rate in accordance with tax regulations in force. The basic savings rate and the loyalty bonus rates are published in the "Scale of Rates and Charges" document available to customers at all the Bank's branches and on the websites www.bnpparibasfortis.be and www.hellobank.be. Rates may vary in accordance with market conditions or changes in the statutory rate ceilings. Customers are advised of any changes in the base and loyalty bonus rates via a message enclosed with the next account statement.

Base interest

Base interest is acquired on a daily basis.

This basic rate is not guaranteed and may change daily as a result of any rate changes. Any increase in the basic interest rate is however maintained for a period of at least three months, except in the case of a reduction in the European Central Bank rate for main refinancing transactions.

A single basic interest rate is applicable per savings deposit at any given time.

The loyalty bonus

To receive the loyalty bonus, an amount must remain on deposit for 12 consecutive months.

In the case of a transfer other than by virtue of a standing order between two BNP Paribas Fortis regulated savings accounts opened in the name of the same account holder, the period for building up the loyalty bonus on the transferred savings deposit is acquired as long as the transfer amount is at least EUR 500 and that the account holder concerned has carried out fewer than three transactions of this kind, from the same savings account during the same calendar year.

An amount for which a loyalty bonus is awarded is automatically reinvested for another 12 month period.

The loyalty bonus rate applicable at the time of pay-in or at the beginning of a new loyalty period remains applicable for the entire length of the loyalty period, except in the case of a transfer referred to in paragraph 2 above, in which case the loyalty bonus will be calculated according to the rate of the loyalty bonus applicable to each savings deposit.

Article 6 – Calculation and payment of remuneration

The value date is the date from which a deposit starts or stops yielding interest. A deposit generates interest, at the latest, from the calendar day after the date of deposit, and stops yielding interest as from the calendar day of withdrawal.

However, in the case of an internal transfer between two BNP Paribas Fortis SA/NV accounts, the value date is the date of the transfer for each of the accounts.

Repayments are charged to those amounts for which the bonus acquisition period is shorter. If the same bonus acquisition period applies to more than one amount, the amount for which the loyalty bonus is the lowest will be taken into consideration first.

Base interest is calculated annually on 1 January of the following year and is added to the capital in the savings account on 2 January, with a value date of 1 January.

Loyalty bonuses acquired are added to the account every quarter. They yield basic interest respectively as from 1 April, 1 July, 1 October and 1 January following the quarter during which they were acquired.

The holder of the savings account receives a statement providing a breakdown of interest added to the account.

Capitalised interest and bonuses are taken into account for calculation of a loyalty bonus at the end of the 12-month bonus award period.

For savings accounts which are closed during the year, the interest and bonuses already acquired at that time may, on request, be paid at the same time as the capital.

Article 7 – Withholding tax

Interest and loyalty bonuses earned by individuals are exempt from withholding tax up to the interest ceiling specified in the "Scale of Rates and Charges".

Article 8 – Dormant account

No interest is paid on savings accounts if the balance is below the threshold specified in the "Scale of Rates and Charges" and no deposits or withdrawals have been made over a 12-month period.

If a deposit or withdrawal on such an account is made, interest will start to accrue again from 1 January of the year in which the transaction takes place.

Article 9 – Charges

The Bank reserves the right to charge an annual management fee on savings accounts with a balance below the threshold specified

in the "Scale of Rates and Charges" at the end of the period indicated therein.

Article 10 – Unregulated savings accounts

The Bank accepts deposits on savings accounts other than regulated savings accounts. Other specific terms and conditions apply to such accounts. Such accounts do not benefit from the partial exemption from the withholding tax provided for in the Income Tax Code and in the Implementing Orders of this Code.

Article 11 - Amendments

Any amendment to these Specific Terms and Conditions shall be agreed with the customer in accordance with the following:

The holder of a savings account shall be advised of the amendment by message appended to an account statement or by ordinary letter. The amended text shall be available to customers in all of the Bank's branches and on the websites www.bnpparibasfortis.be and www.hellobank.be.

Subject to statutory or regulatory requirements, the amendments shall come into effect on the first day of the second month following that in which notification is given.

Customers not willing to accept the proposed change shall have the same length of time in which to terminate their business relationship with the Bank at no charge.

Article 12 – Complaints

In the event of disagreement as to the application of the rules governing the savings account and the interest calculation, the savings account holder may submit a complaint to:

BNP Paribas Fortis SA.
Complaints Management Department
Montagne du Parc 3
B-1000 Brussels

within three months following the date on which the interest and bonus were credited to the savings account.