ING Corporate Card,
Individual Pay
Terms and Conditions

Article 1
1.1 Capitalised terms in these ING Corporate Card, Individual Pay Terms and Conditions will have the same meaning as given to them in the ING Corporate Card Terms and Conditions. In addition, the following definitions will have the following meaning:
- Individual Pay Terms and Conditions: these ING Corporate Card, Individual Pay Terms and Conditions as amended, supplemented or reformulated from time to time;
- Individual Pay Agreement: the agreement concluded between the Cardholder and the Bank for the use of a Card within the ING Corporate Card Programme, Individual Pay as agreed between the Company and the Bank.
1.2 The Individual Pay Agreement will enter into force by activation of the Card after the application form intended for that purpose has been signed by the Cardholder and the Card has been sent to the Company or the Cardholder by the Bank.
1.3 These Individual Pay Terms and Conditions form part of the Agreement and the Individual Pay Agreement.
1.4 If not agreed otherwise in these Individual Pay Terms and Conditions, the Terms and Conditions will be applicable.

Article 2
2.1 The Company may request the Bank to charge to the account designated for that purpose by a Cardholder any amount, plus any interest and/or charges, which has been paid or withdrawn using the Cardholder’s Card.
2.2 The Company shall agree on this method of payment with the Cardholder concerned. The Bank will not be party to this agreement between the Company and the Cardholder and will not be obliged to verify the existence thereof.
2.3 The Bank will make the Card available to the Cardholder only if the Cardholder has concluded the Individual Pay Agreement with the Bank and has given the Bank authorisation to charge or have charged monthly to the account designated by the Cardholder, on a date agreed with the Cardholder, any amount, plus any interest and/or charges, that have been paid or withdrawn using the Cardholder’s Card.
2.4 The Cardholder will give the Bank such authorisation by completing and signing the form intended for that purpose and provided by the Bank.
2.5 The Company is and will remain at all times jointly and severally liable to the Bank for the fulfilment of all financial obligations arising out of use of the Card pursuant to the Individual Pay Agreement and these Individual Pay Terms and Conditions. Irrespective of applicability to the Cardholder of any laws or regulations concerning consumer protection, the Company shall remain liable to fulfil all financial obligations arising out of use of the Card as if only the Agreement and the Terms and Conditions were applicable.

Article 3
The Bank will execute all Payment Instructions issued using the Card and will record the Payment Transactions and charges in a periodic statement that will be sent to the Company and the Cardholder in the agreed manner and at the agreed frequency.

Article 4
4.1 If the Cardholder does not agree with a specific Payment Transaction shown on the periodic statement, the Cardholder must report it immediately in writing to the Bank, stating the reasons.
4.2 If the Bank demonstrates that the Payment Instruction has been issued using the Card made available to the Cardholder, the Cardholder will be deemed to have consented to the Payment Transaction.
4.3 Neither a dispute nor difference of opinion with a Merchant nor any right to compensation which the Cardholder and/or the Company considers it/he/she is entitled to invoke against a Merchant can form the basis for the absence of the Cardholder’s consent to a Payment Transaction.
4.4 The Bank will be under no obligation to investigate a disputed Payment Transaction which has not been reported within 30 days of the date of the periodic statement showing the disputed Payment Transaction. The Cardholder will be deemed to have consented to any Payment Transaction that has not been disputed in accordance with paragraph 1 within 30 days of the date of the periodic statement showing the Payment Transaction.
4.5 If the Bank has received written notice of the dispute as referred to in article 19.1 of the Terms and Conditions, the Cardholder and the Company will bear, until receipt of the report referred to in paragraph 5, the entire loss in
respect of unauthorised Payment Transactions resulting
from the use of a lost or stolen Card or, if the Cardholder
has failed to keep safe the personalised security features of
the Card, from the unauthorised use of a Card.
4.8 The Cardholder and the Company will bear all losses
in respect of unauthorised Payment Transactions, in the
event that these have occurred because the Cardholder
and/or the Company have acted in a fraudulent manner or
have failed to fulfil one or more obligations under articles
9, 10, 11, 12 and 19 of the Terms and Conditions
intentionally or with gross negligence. In such cases, the
Cardholder and the Company will be liable for the damage
sustained by the Bank as a consequence thereof and all
costs incurred by the Bank to prevent further loss to the
Bank and its customers.

Article 5
The Bank will charge the annual membership fee for the
Card(s) in advance to the Cardholder. The Bank will be
authorised to enter the amount due as a Payment
Transaction on the Card held by the Cardholder.

Article 6
6.1 The Bank is owed all sums paid or withdrawn with the
Card of the Cardholder, plus any interest, fees and/or
charges payable as stipulated in the Fees and Charges
Brochure.
6.2 The Bank will be authorised to debit or to have debited
monthly from the account designated by the Cardholder all
amounts paid or withdrawn using the Cardholder’s Card,
plus any interest, fees and/or charges.
6.3 The amount to be debited from the Cardholder’s
account in a particular month will be shown on the periodic
statement supplied to the Cardholder in accordance with
article 3.
6.4 The Cardholder must ensure that the balance on the
designated account is sufficient to cover the payment of the
amounts due to the Bank.
6.5 If – irrespective of the reason – it is not possible on the
agreed date to debit the amounts due as shown on the
periodic statement from the account designated by the
Cardholder or if the payment is reversed, the Cardholder
will be liable pursuant to article 31.5 of the Terms and
Conditions for late payment fees in respect of the amount
that could not be collected in such circumstances.
6.6 The Bank will add the uncollected amount, plus any
interest and late payment fees, to the total amount of the
next periodic statement.
6.7 If – irrespective of the reason – it is not possible to
debit the amount due from the Cardholder’s account for
three months in succession or if the payment is reversed,
the Bank will be entitled, after notifying the Company, to
debit or to have debited from the Account the amount due,
plus any interest and late payment fees as from the original
due date. In that case, the provisions of article 31 of the
Terms and Conditions will apply. The authorisation given
by the Company to the Bank to debit the amounts due
under the Terms and Conditions is also valid with respect
to the amounts which are debited by or on behalf of the
Bank from the Account under this paragraph.
6.8 The Bank will notify the Company in writing if it is
unable to collect the amount due from the Cardholder’s
account or if the payment is reversed for two months in
succession. In such cases, the Company will be entitled at
all times itself to pay the amounts owed to the Bank by the
Cardholder.