

ING GROEP NV
Form FWP
April 03, 2019

Filed pursuant to Rule 433

Dated April 2, 2019

Registration Statement No. 333-227391

Free Writing Prospectus

(To Preliminary Prospectus Supplement dated April 2, 2019 and Prospectus dated September 18, 2018)

ING Groep N.V.

\$1,000,000,000 3.550% Senior Notes due 2024

Pricing Term Sheet

| | |
|--|---|
| Issuer: | ING Groep N.V. (ING) |
| Expected Issue Ratings*: | Baa1 / A- / A+ (Moody's / S&P / Fitch) |
| Status: | Senior, Unsecured |
| Format: | SEC Registered Global Notes Fixed Rate |
| Principal Amount: | \$1,000,000,000 |
| Trade Date: | April 2, 2019 |
| Expected Settlement Date: | April 9, 2019 (T+5) |
| Maturity Date: | April 9, 2024 (5 years) |
| Coupon: | 3.550% |
| Interest Payment Dates: | Semi-annually in arrear on April 9 and October 9, commencing on October 9, 2019 |
| Benchmark Treasury: | 2.125% UST due March 31, 2024 |
| Benchmark Treasury Price / Yield: | 99-08 $\frac{1}{4}$ / 2.283% |
| Spread to Benchmark Treasury: | UST + 130 bps |
| Re-Offer Yield: | 3.583% |
| Re-Offer Price: | 99.850% |
| Underwriting Commission: | 0.275% |
| Net Proceeds: | \$995,750,000 |

**Agreement with Respect to the Exercise of the Dutch
Bail-in Power:**

Notwithstanding any other agreements, arrangements, or understandings between ING and any holder of the notes, by acquiring the notes, each holder and beneficial owner

of the notes or any interest therein acknowledges, accepts, agrees to be bound by, and consents to the exercise of, any Dutch Bail-in Power by the relevant resolution authority that may result in the cancellation of all, or a portion, of the principal amount of, or interest on, the notes and/or the conversion of all, or a portion, of the principal amount of, or interest on, the notes into shares or other securities or other obligations of the Issuer or another person, including by means of a variation to the terms of the notes or any expropriation of the notes, in each case, to give effect to the exercise by the relevant resolution authority of such Dutch Bail-in Power (whether at the point of non-viability or as taken together with a resolution action). Each holder and beneficial owner of a note or any interest therein further acknowledges and agrees that the rights of holders and beneficial owners of a note or any interest therein are subject to, and will be varied, if necessary, so as to give effect to, the exercise of any Dutch Bail-in Power by the relevant resolution authority. In addition, by acquiring any notes, each holder and beneficial owner of a note or any interest therein further acknowledges, agrees to be bound by, and consents to the exercise by the relevant resolution authority of, any power to suspend any payment in respect of the notes for a temporary period.

For these purposes, Dutch Bail-in Power means any statutory write-down and/or conversion power existing from time to time under any laws, regulations, rules or requirements relating to the resolution of banks, banking group companies, credit institutions and/or investment firms incorporated in The Netherlands in effect and applicable in The Netherlands to the Issuer or other members of the group comprising ING Groep N.V. and its consolidated subsidiaries, including but not limited to any such laws, regulations, rules or requirements that are implemented, adopted or enacted within the context of a European Union directive or regulation of the European Parliament and of the Council establishing a framework for the recovery and resolution of credit institutions and investment firms (including but not limited to Directive 2014/59/EU of the European Parliament and of the Council (the Bank Recovery and Resolution Directive or BRRD) and Regulation (EU) No 806/2014 of the European Parliament and of the Council) and/or within the context of a Dutch resolution regime under the Dutch

Intervention Act and any amendments thereto, or otherwise, pursuant to which obligations of a bank, banking group company, credit institution or investment firm or any of its affiliates can be reduced, cancelled and/or converted into shares or other securities or obligations of the obligor or any other person (whether at

the point of non-viability or as taken together with a resolution action) or may be expropriated (and a reference to the relevant resolution authority is to any authority with the ability to exercise a Dutch Bail-in Power).

Events of Default and Remedies:

An Event of Default with respect to the notes shall result only if:

ING is declared bankrupt by a court of competent jurisdiction in The Netherlands (or such other jurisdiction in which it may be organized); or

an order is made or an effective resolution is passed for ING's winding-up or liquidation, unless this is done in connection with a merger, consolidation or other form of combination with another company and (a) ING is permitted to enter into such merger, consolidation or combination or (b) the requisite majority of holders of the relevant series of notes has waived the requirement that ING comply with the relevant merger covenant.

Upon the occurrence of an event of default, and only in such instance, the entire principal amount of the notes will be automatically accelerated, without any action by the trustee or any holder, and will become immediately due and payable together with accrued but unpaid interest, subject to obtaining relevant approvals. The payment of principal of the notes will be accelerated only in the event of an event of default (but not the bankruptcy, insolvency or reorganization of any of ING's subsidiaries). There will be no right of acceleration of the payment of principal of the notes if ING fails to pay any principal, interest or any other amount (including upon redemption) on the notes or in the performance of any of its covenants or agreements contained in the notes.

Holders' remedies for ING's breach of any obligations under the notes, including ING's obligation to make payments of principal and interest are extremely limited.

The exercise of any Dutch Bail-in Power by the relevant resolution authority will not be an event of default.

Early Redemption Events:

ING may redeem one or more series of the notes upon the occurrence of certain tax events or in the event of changes in treatment of the notes for purposes of certain loss absorption regulations.

Waiver of Right of Set-off:

Subject to applicable law, neither any holder or beneficial owner of notes nor the trustee acting on behalf of the holders and beneficial owners of notes may exercise, claim or plead any right of set-off, compensation or retention in respect of any amount owed to it by ING in

respect of, or arising under, or in connection with, the notes and each holder and beneficial owner of notes, by virtue of its holding of any notes or any interest therein, and the trustee acting on behalf of the holders and beneficial owners of notes, shall be deemed to have waived all such rights of set-off, compensation or retention.

Risk Factors:

An investment in the notes involves risks. See Risk Factors section beginning on page S-10 of the Preliminary Prospectus Supplement.

Governing Law:

New York laws, except for the waiver of set-off provisions, which will be governed by Dutch law.

ISIN:

US456837AP87

CUSIP:

456837 AP8

Day Count Fraction:

30 / 360

Denominations:

\$200,000 and integral multiples of \$1,000 in excess thereof

Business Days:

Any weekday, other than one on which banking institutions are authorized or obligated by law or executive order to close in London, England, Amsterdam, the Netherlands or in the City of New York, United States

Business Day Convention:

Following, unadjusted

Expected Listing:

New York Stock Exchange

Prohibition of Sales to each Retail Investor:

No PRIIPs key information document (KID) has been prepared as not available to retail in EEA.

Joint Book-Running Managers:

Citigroup Global Markets Inc., HSBC Securities (USA) Inc., ING Financial Markets LLC, J.P. Morgan Securities LLC, RBC Capital Markets, LLC and UBS Securities LLC

Co-Lead Managers:

BMO Capital Markets Corp., DBS Bank Ltd., Lloyds Securities Inc. and Scotia Capital (USA) Inc.

** Note: A securities rating is not a recommendation to buy, sell or hold securities. Ratings may be subject to revision or withdrawal at any time, and each rating should be evaluated independently of any other rating.*

ING Groep N.V. has filed a registration statement (including a prospectus) with the SEC for the offering to which this communication relates. Before you invest, you should read the prospectus in that registration statement and other documents ING Groep N.V. has filed with the SEC for more complete information about ING Groep N.V. and this offering. You may get these documents for free by visiting EDGAR on the SEC Web site at www.sec.gov. Alternatively, ING Groep N.V. and any underwriter or any dealer participating in the offering will arrange to send you the prospectus

if you request it by calling Citigroup Global Markets Inc. at +1-800-831-9146, HSBC Securities (USA) Inc. at +1-866-811-8049, ING Financial Markets LLC at +1-877-446-4930, J.P. Morgan Securities LLC at +1-212-834-4533, RBC Capital Markets, LLC at 1-866-375-6829 and UBS Securities LLC at +1-888-827-7275.

Any legends, disclaimers or other notices that may appear below are not applicable to this communication and should be disregarded. Such legends, disclaimers or other notices have been automatically generated as a result of this communication having been sent via Bloomberg or another email system.

Filed pursuant to Rule 433

Dated April 2, 2019

Registration Statement No. 333-227391

Free Writing Prospectus

(To Preliminary Prospectus Supplement dated April 2, 2019 and Prospectus dated September 18, 2018)

ING Groep N.V.

\$1,000,000,000 4.050% Senior Notes due 2029

Pricing Term Sheet

| | |
|---|---|
| Issuer: | ING Groep N.V. (ING) |
| Expected Issue Ratings*: | Baa1 / A- / A+ (Moody's / S&P / Fitch) |
| Status: | Senior, Unsecured |
| Format: | SEC Registered Global Notes Fixed Rate |
| Principal Amount: | \$1,000,000,000 |
| Trade Date: | April 2, 2019 |
| Expected Settlement Date: | April 9, 2019 (T+5) |
| Maturity Date: | April 9, 2029 (10 years) |
| Coupon: | 4.050% |
| Interest Payment Dates: | Semi-annually in arrear on April 9 and October 9, commencing on October 9, 2019 |
| Benchmark Treasury: | 2.625% UST due February 15, 2029 |
| Benchmark Treasury Price / Yield: | 101-10 / 2.474% |
| Spread to Benchmark Treasury: | UST + 158 bps |
| Re-Offer Yield: | 4.054% |
| Re-Offer Price: | 99.967% |
| Underwriting Commission: | 0.375% |
| Net Proceeds: | \$995,920,000 |
| Agreement with Respect to the Exercise of the Dutch Bail-in Power: | Notwithstanding any other agreements, arrangements, or understandings between ING and any holder of the |

notes, by acquiring the notes, each holder and
beneficial owner

of the notes or any interest therein acknowledges, accepts, agrees to be bound by, and consents to the exercise of, any Dutch Bail-in Power by the relevant resolution authority that may result in the cancellation of all, or a portion, of the principal amount of, or interest on, the notes and/or the conversion of all, or a portion, of the principal amount of, or interest on, the notes into shares or other securities or other obligations of the Issuer or another person, including by means of a variation to the terms of the notes or any expropriation of the notes, in each case, to give effect to the exercise by the relevant resolution authority of such Dutch Bail-in Power (whether at the point of non-viability or as taken together with a resolution action). Each holder and beneficial owner of a note or any interest therein further acknowledges and agrees that the rights of holders and beneficial owners of a note or any interest therein are subject to, and will be varied, if necessary, so as to give effect to, the exercise of any Dutch Bail-in Power by the relevant resolution authority. In addition, by acquiring any notes, each holder and beneficial owner of a note or any interest therein further acknowledges, agrees to be bound by, and consents to the exercise by the relevant resolution authority of, any power to suspend any payment in respect of the notes for a temporary period.

For these purposes, Dutch Bail-in Power means any statutory write-down and/or conversion power existing from time to time under any laws, regulations, rules or requirements relating to the resolution of banks, banking group companies, credit institutions and/or investment firms incorporated in The Netherlands in effect and applicable in The Netherlands to the Issuer or other members of the group comprising ING Groep N.V. and its consolidated subsidiaries, including but not limited to any such laws, regulations, rules or requirements that are implemented, adopted or enacted within the context of a European Union directive or regulation of the European Parliament and of the Council establishing a framework for the recovery and resolution of credit institutions and investment firms (including but not limited to Directive 2014/59/EU of the European Parliament and of the Council (the Bank Recovery and Resolution Directive or BRRD) and Regulation (EU) No 806/2014 of the European Parliament and of the Council) and/or within the context of a Dutch resolution regime under the Dutch

Intervention Act and any amendments thereto, or otherwise, pursuant to which obligations of a bank, banking group company, credit institution or investment firm or any of its affiliates can be reduced, cancelled and/or converted into shares or other securities or obligations of the obligor or any other person (whether at

the point of non-viability or as taken together with a resolution action) or may be expropriated (and a reference to the relevant resolution authority is to any authority with the ability to exercise a Dutch Bail-in Power).

Events of Default and Remedies:

An Event of Default with respect to the notes shall result only if:

ING is declared bankrupt by a court of competent jurisdiction in The Netherlands (or such other jurisdiction in which it may be organized); or

an order is made or an effective resolution is passed for ING's winding-up or liquidation, unless this is done in connection with a merger, consolidation or other form of combination with another company and (a) ING is permitted to enter into such merger, consolidation or combination or (b) the requisite majority of holders of the relevant series of notes has waived the requirement that ING comply with the relevant merger covenant.

Upon the occurrence of an event of default, and only in such instance, the entire principal amount of the notes will be automatically accelerated, without any action by the trustee or any holder, and will become immediately due and payable together with accrued but unpaid interest, subject to obtaining relevant approvals. The payment of principal of the notes will be accelerated only in the event of an event of default (but not the bankruptcy, insolvency or reorganization of any of ING's subsidiaries). There will be no right of acceleration of the payment of principal of the notes if ING fails to pay any principal, interest or any other amount (including upon redemption) on the notes or in the performance of any of its covenants or agreements contained in the notes.

Holders' remedies for ING's breach of any obligations under the notes, including ING's obligation to make payments of principal and interest are extremely limited.

The exercise of any Dutch Bail-in Power by the relevant resolution authority will not be an event of default.

Early Redemption Events:

ING may redeem one or more series of the notes upon the occurrence of certain tax events or in the event of changes in treatment of the notes for purposes of certain loss absorption regulations.

Waiver of Right of Set-off:

Subject to applicable law, neither any holder or beneficial owner of notes nor the trustee acting on behalf of the holders and beneficial owners of notes may exercise, claim or plead any right of set-off, compensation or retention in respect of any amount owed to it by ING in

respect of, or arising under, or in connection with, the notes and each holder and beneficial owner of notes, by virtue of its holding of any notes or any interest therein, and the trustee acting on behalf of the holders and beneficial owners of notes, shall be deemed to have waived all such rights of set-off, compensation or retention.

Risk Factors:

An investment in the notes involves risks. See Risk Factors section beginning on page S-10 of the Preliminary Prospectus Supplement.

Governing Law:

New York laws, except for the waiver of set-off provisions, which will be governed by Dutch law.

ISIN:

US456837AQ60

CUSIP:

456837 AQ6

Day Count Fraction:

30 / 360

Denominations:

\$200,000 and integral multiples of \$1,000 in excess thereof

Business Days:

Any weekday, other than one on which banking institutions are authorized or obligated by law or executive order to close in London, England, Amsterdam, the Netherlands or in the City of New York, United States

Business Day Convention:

Following, unadjusted

Expected Listing:

New York Stock Exchange

Prohibition of Sales to each Retail Investor:

No PRIIPs key information document (KID) has been prepared as not available to retail in EEA.

Joint Book-Running Managers:

Citigroup Global Markets Inc., HSBC Securities (USA) Inc., ING Financial Markets LLC, J.P. Morgan Securities LLC, RBC Capital Markets, LLC and UBS Securities LLC

Co-Lead Managers:

BMO Capital Markets Corp., DBS Bank Ltd., Lloyds Securities Inc. and Scotia Capital (USA) Inc.

** Note: A securities rating is not a recommendation to buy, sell or hold securities. Ratings may be subject to revision or withdrawal at any time, and each rating should be evaluated independently of any other rating.*

ING Groep N.V. has filed a registration statement (including a prospectus) with the SEC for the offering to which this communication relates. Before you invest, you should read the prospectus in that registration statement and other documents ING Groep N.V. has filed with the SEC for more complete information about ING Groep N.V. and this offering. You may get these documents for free by visiting EDGAR on the SEC Web site at www.sec.gov. Alternatively, ING Groep N.V. and any underwriter or any dealer participating in the offering will arrange to send you the prospectus

if you request it by calling Citigroup Global Markets Inc. at +1-800-831-9146, HSBC Securities (USA) Inc. at +1-866-811-8049, ING Financial Markets LLC at +1-877-446-4930, J.P. Morgan Securities LLC at +1-212-834-4533, RBC Capital Markets, LLC at 1-866-375-6829 and UBS Securities LLC at +1-888-827-7275.

Any legends, disclaimers or other notices that may appear below are not applicable to this communication and should be disregarded. Such legends, disclaimers or other notices have been automatically generated as a result of this communication having been sent via Bloomberg or another email system.