29 September 2017

#### Achmea Bank N.V.

(incorporated with limited liability in The Netherlands with its statutory seat in The Hague)

# Issue of CHF 100,000,000 0.50 per cent. Notes due October 2025 (the "Notes") under the €10,000,000,000 Medium Term Note Programme

The Prospectus referred to below (as completed by these Final Terms) has been prepared on the basis that any offer of Notes in any Member State of the European Economic Area which has implemented the Prospectus Directive (each, a "Relevant Member State") will be made pursuant to an exemption under the Prospectus Directive, as implemented in that Member State, from the requirement to publish a prospectus for offers of the Notes. Accordingly any person making or intending to make an offer in that Member State of the Notes may only do so in circumstances in which no obligation arises for the Issuer or any Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Directive or supplement a prospectus pursuant to Article 16 of the Prospectus Directive, in each case, in relation to such offer. Neither the Issuer nor any Dealer has authorised, nor do they authorise, the making of any offer of Notes in any other circumstances.

The expression "**Prospectus Directive**" means Directive 2003/71/EC (as amended, including by Directive 2010/73/EU) and includes any relevant implementing measures in the Relevant Member State.

#### PART A - CONTRACTUAL TERMS

Terms used herein shall be deemed to be defined as such for the purposes of the Conditions (the "Conditions") set forth in the Base Prospectus dated 4 April 2017 and the first supplement to the Base Prospectus dated 6 September 2017 which together constitute a base prospectus (the "Base Prospectus"). This document constitutes the Final Terms of the Notes described herein and must be read in conjunction with the Base Prospectus and the prospectus dated 29 September 2017 prepared by the Issuer in connection with the listing of the Notes on the SIX Swiss Exchange (the "Swiss Prospectus" and together with the Base Prospectus, the "Prospectus"). Full information on the Issuer and the offer of the Notes is only available on the basis of the combination of these Final Terms and the Prospectus.

The Base Prospectus is available for viewing at <a href="www.achmeabank.com">www.achmeabank.com</a> and during normal business hours at Spoorlaan 298, 5017 JZ Tilburg, The Netherlands free of charge. Copies of the Swiss Prospectus are available at Deutsche Bank AG Zurich Branch, Uraniastrasse 9, P.O. Box 3604, 8021 Zurich, Switzerland or can be ordered by telephone (+41 44 227 3781) or fax (+41 44 227 3084). Any information contained in or accessible through any website, including <a href="www.achmeabank.com">www.achmeabank.com</a>, does not form a part of the Prospectus, unless specifically stated in the Prospectus, in any supplement hereto or in any document incorporated or deemed to be incorporated by reference in this Prospectus that all or any portion of such information is incorporated by reference in the Prospectus.

1.	Issuer:	Achmea Bank N.V.
2.	(i) Series Number:	37
	(ii) Tranche Number:	1
	(iii) Date on which the Notes become fungible:	Not Applicable
3.	Specified Currency or Currencies:	Swiss Francs ("CHF")
4.	Aggregate Nominal Amount:	
	(i) Series:	CHF 100,000,000
	(ii) Tranche:	CHF 100,000,000
5.	Issue Price:	100.648 per cent. of the Aggregate Nominal Amount

6. (i) Specified Denominations: CHF 5,000 and integral multiples thereof (ii) Calculation Amount: CHF 5,000 Issue Date: 3 October 2017 7. (i) Interest Commencement Date: Issue Date (ii) 3 October 2025 8. Maturity Date: Interest Basis: 9. 0.50 per cent. Fixed Rate (see paragraph 14 below) 10. Redemption/Payment Basis: Subject to any purchase and cancellation or early redemption, the Notes will be redeemed on the Maturity Date at 100 per cent. of their nominal amount. 11. Change of Interest or Not Applicable Redemption/Payment Basis:

12. Put/Call Options:

Not Applicable

13. Status of the Notes: Senior

#### PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

Applicable 14. **Fixed Rate Note Provisions** 

> (i) Rate of Interest:

0.50 per cent, per annum payable in arrears on each

Interest Payment Date

(ii) Interest Payment Date(s): 3 October in each year commencing on 3 October 2018 up to and including the Maturity Date, adjusted in accordance with the Modified Following Business Day Convention and Zurich and TARGET2 as Additional Business Centres for

the definition of "Business Day", unadjusted

(iii) Fixed Coupon Amount(s): CHF 25.00 per Calculation Amount

(iv) Broken Amount(s): Not Applicable

(v) Day Count Fraction: 30/360

(vi) **Determination Dates:**  Not Applicable

15. Floating Rate Note Provisions Not Applicable

16. **Zero Coupon Note Provisions**  Not Applicable

## PROVISIONS RELATING TO REDEMPTION

17. Call Option Not Applicable

18. Put Option Not Applicable

19. Final Redemption Amount of each Note: CHF 5,000 per Calculation Amount

20. Early Redemption Amount(s) (Tax) or

CHF 5,000 per Calculation Amount

Early Termination Amount(s):

21. Condition 20 (Substitution of the Issuer) No applies:

#### GENERAL PROVISIONS APPLICABLE TO THE NOTES

22. Form of Notes:

Bearer Notes

The Notes and all rights in connection therewith are documented in the form of a Permanent Global Note (the "Permanent Global Note"), substantially in the form scheduled to the Supplemental Agency Agreement dated 29 September 2017, between, inter alios, the Issuer and the Principal Swiss Paying Agent (as defined below). The Permanent Global Note shall be deposited by the Principal Swiss Paying Agent with SIX SIS Ltd. ("SIS") or any other intermediary in Switzerland recognized for such purposes by the SIX Swiss Exchange (SIS any such other intermediary, "Intermediary") until final redemption of the Notes, or the exchange of the Permanent Global Note for definitive Notes with Coupons attached as set out below. Once the Permanent Global Note has been deposited by the Principal Swiss Paying Agent with the Intermediary and entered into the accounts of one or more participants of the Intermediary, the Notes will constitute Intermediated Securities (Bucheffekten) ("Intermediated Securities") in accordance with the provisions of the Swiss Federal Intermediated Securities Act (Bucheffektengesetz).

So long as the Notes are represented by the Permanent Global Note, each Holder (as defined below) shall have a quotal co-ownership interest (Miteigentumsanteil) in the Permanent Global Note to the extent of his claim against the Issuer, provided that for so long as the Permanent Global Note remains deposited with the Intermediary the co-ownership interest shall be suspended and the Notes may only be transferred or otherwise disposed of in accordance with the provisions of the Swiss Federal Intermediated Securities Act (Bucheffektengesetz), i.e. by entry of the transferred Notes in a securities account of the transferee.

The records of the Intermediary will determine the number of Notes held through each participant in that Intermediary. In respect of the Notes held in the form of Intermediated Securities, the holders of the Notes will be the persons holding the Notes in a securities account (*Effektenkonto*) in their own name and for their own account or, in case of Intermediaries (*Verwahrungsstellen*), the Intermediaries holding the Notes for their own account in a securities account (*Effektenkonto*) which is in their name (together, the "Holders").

Neither the Issuer nor the Holders shall at any time have the right to effect or demand the conversion of the Permanent Global Note into, or the delivery of,

uncertificated securities (*Wertrechte*) or definitive Notes (*Wertpapiere*).

No physical delivery of the Notes shall be made unless and until definitive Notes (*Wertpapiere*) are printed.

The Permanent Global Note shall be exchangeable in whole, but not in part, for definitive Notes (Wertpapiere) only if the Principal Swiss Paying Agent deems the printing of definitive Notes (Wertpapiere) to be necessary or if, under Swiss or any other applicable laws and regulations, the enforcement of obligations under the Notes can only be ensured by means of effective definitive Notes (Wertpapiere). In such case, the Principal Swiss Paying Agent shall provide, at the cost and expense of the Issuer, for the printing and delivery of definitive Notes (Wertpapiere) with Coupons attached in accordance with the rules and regulations of the Intermediary and without cost to the Holders. Should definitive Notes (Wertpapiere) with Coupons attached be so printed and delivered, the Permanent Global Note will immediately be cancelled by the Principal Swiss Paying Agent and the definitive Notes (Wertpapiere) with Coupons attached shall be delivered to the Holders against cancellation of the Notes and Coupons in the Holders' securities accounts.

23. New Global Note:

No

24. Additional Financial Centre(s):

London, Zurich and TARGET2

25. Talons for future Coupons to be attached to Definitive Notes (and dates on which such Talons mature):

No

- 26. Other final terms:
  - (i) Paying Agents:

Deutsche Bank AG Zurich Branch shall act as principal Swiss paying agent (the "Principal Swiss Paying Agent") and BNP Paribas (Suisse) SA and Credit Suisse AG shall act as Swiss paying agent (together the "Swiss Paying Agents") in respect of the Notes.

In respect of the Notes, the Issuer will at all times maintain a paying agent having a specified office in Switzerland and will at no time maintain a paying agent having a specified office outside Switzerland.

Condition 16 of the Conditions of the Notes shall be construed accordingly, and all references in the Conditions to the "Agent" shall, so far as the context permits, be construed as a reference to the Principal Swiss Paying Agent and references to "Paying Agent" shall, so far as the context permits, be construed as references to the Swiss Paying Agents.

(ii) Payments:

Payments of principal and interest in respect of the Notes will be made irrespective of any present or future transfer restrictions and without regard to any bilateral or multilateral payment or clearing agreement which may be applicable at the time of such payments in freely disposable Swiss Francs without collection costs in Switzerland and without any restrictions and irrespective of nationality, domicile or residence of the holder of a Note or Coupon and without requiring any certification, affidavit or the fulfilment of any other formality.

The receipt by the Principal Swiss Paying Agent of the due and punctual payment of the funds in Swiss Francs in Zurich, in the manner provided by the Conditions and these Final Terms, shall release the Issuer from its obligation under the Notes and Coupons for the payment of interest and principal due on the respective Interest Payment Dates and on the Maturity Date to the extent of such payment.

Condition 10 of the Conditions of the Notes shall be construed accordingly.

(iii) Taxation:

Condition 12(a) of the Conditions of the Notes shall be amended and supplemented as follows:

"(iii) pursuant to laws enacted by Switzerland providing for the taxation of payments according to principles similar to those laid down in the draft legislation proposed by the Swiss Federal Council on 24 August 2011 and re-initiated on 17 December 2014, in particular, the principle to have a person other than the Issuer withhold or deduct tax."

(iv) Notices:

So long as the Notes are listed on the SIX Swiss Exchange and so long as the rules of the SIX Swiss Exchange so require, all notices in respect of the Notes shall be validly given through the Principal Swiss Paying Agent by means of electronic publication on the internet website of the SIX Swiss Exchange (where notices are currently published under <a href="http://www.six-swiss-exchange.com/bonds/issuers/official\_notices/searchade.html">http://www.six-swiss-exchange.com/bonds/issuers/official\_notices/searchade.html</a>) or otherwise in accordance with the regulations of the SIX Swiss Exchange.

Condition 19 of the Conditions of the Notes shall be construed accordingly.

#### RESPONSIBILITY

The Issuer accepts responsibility for the information contained in these Final Terms.

Signed on behalf of ACHMEA BANK N.V.:

Bv:

Duly authorised

78. 0XY

R LEAMER

REOXY HOLDER

#### PART B – OTHER INFORMATION

#### 1. LISTING AND ADMISSION TO TRADING

(i) Listing: SIX Swiss Exchange.

(ii) Admission to trading: The Notes have been provisionally admitted to

trading on the SIX Swiss Exchange. with effect from 2 October 2017. The last trading day is expected to be 1 October 2025. Application for definitive listing on the SIX Swiss Exchange. will be made as soon as practicable and, if granted, will

only be granted after the Issue Date.

(iii) Estimate of total expenses Not Applicable

related to admission to trading:

The Notes to be issued are expected to be rated

Ratings: S&P: A-

Fitch: A

Each of Standard & Poor's Credit Market Services Europe Limited ("S&P") and Fitch Ratings Ltd. is established in the EEA and registered under Regulation (EU) No 1060/2009, as amended (the

"CRA Regulation").

## 3. INTERESTS OF NATURAL AND LEGAL PERSONS INVOLVED IN THE ISSUE

Save as discussed in "Subscription and Sale", so far as the Issuer is aware, no person involved in the issue of the Notes has an interest material to the offer. The Joint Lead Managers and their affiliates have engaged, and may in the future engage, in investment banking and/or commercial banking transactions with, and may perform other services for, the Issuer and its affiliates in the ordinary course of business.

### 4. YIELD

2.

**RATINGS** 

Indication of yield: 0.417 per cent.

As set out above, the yield is calculated at the Issue Date on the basis of the Issue Price. It is not an

indication of future yield.

## 5. **OPERATIONAL INFORMATION**

(i) ISIN Code: CH0382451646

(ii) Common Code: 168486065

(iv) Any clearing system(s) other SIX SIS Ltd.

than Euroclear Bank S.A./N.V., Clearstream Banking, S.A. and the relevant identification number(s):

Swiss Security Number: 38.245.164

(v) Delivery: Delivery against payment

(vi) Names and addresses of Principal Swiss Paying Agent: additional Paying Agent(s):

Deutsche Bank AG Zurich Branch

Uraniastrasse 9

P.O. Box 3604 8021 Zurich Switzerland

Swiss Paying Agents:

BNP Paribas (Suisse) SA 2, place de Hollande 1204 Geneva Switzerland

Credit Suisse AG Paradeplatz 8 8001 Zurich Switzerland

(vii) Intended to be held in a manner which would allow Eurosystem eligibility:

No

#### DISTRIBUTION 6.

Method of distribution: (i)

Syndicated

If syndicated: (ii)

Joint Lead Managers:

BNP Paribas (Suisse) SA 2, place de Hollande 1204 Geneva Switzerland

Credit Suisse AG Paradeplatz 8 8001 Zurich Switzerland

Deutsche Bank AG London Branch, acting through Deutsche Bank AG Zurich Branch

Uraniastrasse 9 P.O. Box 3604 8021 Zurich Switzerland

(iii) Stabilising Manager(s) (if any): Not Applicable

(iv) If non-syndicated, name of Not Applicable

Dealer:

U.S. Selling Restrictions: (v)

Reg. S Compliance Category 2; TEFRA D in

accordance with usual Swiss practice