

Customer Package Documentation

You should read this document with your:

- Customer Agreements;

In this document you will also find:

- Terms and Conditions for Mastercard Credit Cards

Please keep this booklet to refer to in the future.

This publication is also available in Braille, in large print, on tape and on disk. Please contact us in branch, on the phone or through our webpage for details

Welcome

Thank you for choosing to become a customer of Danske Bank. We have a large network of branches across Northern Ireland, leading digital channels and a locally based customer contact centre.

Be assured that every customer is important to us and we work hard to ensure we deliver a high level of customer experience, no matter which way you choose to bank with us.

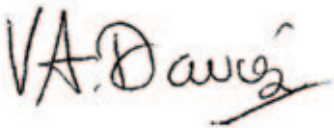
This introductory booklet has been put together to help give you guidance on managing your everyday finances with Danske Bank. Please take time to have a read through it and keep it handy for reference. We are committed to supporting our customers, treating you fairly, and ensuring you have all the information you need about your accounts.

Danske Bank in Northern Ireland is also an award-winning responsible business, committed to giving back to society and supporting the wider economy.

We hope you find this booklet useful and if you would like to find out more about our wider business activities please visit danskebank.co.uk

If you have any questions, my colleagues will always be on hand to help – whether in person at one of our branches or through our contact centre, where you can speak to us on the telephone (0345 6002882) or connect with us through multiple digital channels.

We look forward to being your trusted banking partner, both now and into the future.



Vicky Davies
Chief Executive



Danske Bank Customer Package Documentation

As at 01 April 2024

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How to read this booklet

This booklet covers our Danske Reward, Danske Choice and Danske Freedom packages. It also covers our Danske Standard, our account designed to provide simple, everyday banking facilities. Depending on which package you choose, different sections of this booklet will apply. We've tried to make reading this booklet as easy as possible by dividing it into sections.

You'll find a reminder at the start of each section telling you whether the section applies to your package. If you are a customer of our London branch, you should read the sections relevant to the products you have chosen and also section 5.

Please see the chart below, which identifies what coloured sections of the booklet you need to read.

Sections	1	2	3	4	5	6
Danske Reward	●	●	●			
Danske Choice	●	●	●			
Danske Freedom	●	●	●			
Danske Standard	●	●	●			
Danske Mastercard Standard credit card	●			●		
London Branch Customers					●	
Danske eSaver						●

Section 1 - Important information

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a) Who your agreement is with

When you open an account with us your account agreement is with Northern Bank Limited, registered in Northern Ireland (registered number R568) having its registered office and head office address at Donegall Square West Belfast BT1 6JS. The terms and conditions which we give you when you open an account with us will apply to that agreement.

Danske Bank is a trading name of Northern Bank Limited which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (reference number 122261).

b) Personal current account package features

	Danske Reward	Danske Choice	Danske Freedom	Danske Standard (restrictions apply - see below)
Age	18 and over	18 and over	18 to 27	18 and over
eBanking	✓	✓	✓	✓
Danske Mobile Bank App	✓	✓	✓	✓
Debit Card - cash withdrawals at cash machines and at Post Office® counters	✓	✓	✓	✓
- pay in cash and cheques at Post Office® counters	✓	✓	✓	✓
- point of sale (for example, shops, over the phone, through the internet)	✓	✓	✓	✓
- contactless payments of £100 or less	✓	✓	✓	✓
Chequebook available	✓	✓	✓	No
Arranged overdraft available	✓	✓	✓	No
Maximum arranged overdraft available without a fee for setting it up	£10,000	£10,000	£10,000	None
Discounted arrangement fee for residential home loans	No	No	✓	No
Favourable rates on standard fixed rate personal loans	No	No	✓	No
Monthly reward (subject to conditions)	£5	No	No	No
Monthly account fee	£2	No	No	No

Note:

Whether we grant you any of our credit facilities depends on your age and circumstances.

We may change or withdraw the products or benefits associated with Danske personal packages. Where we do so, this will always be in accordance with our General terms and conditions or any relevant Special terms and conditions.

Details of our fees and service charges and interest rates are available in our 'Fees and service charges explained' and 'Interest rates' leaflets, [available at any Danske Bank branch in the UK and on our website at [danskebank.co.uk/docs](https://www.danskebank.co.uk/docs)]. By using eBanking, you could save money.

c) Danske Reward

With our Danske Reward current account, each calendar month you will get £5 if in the previous calendar month you

- paid at least £1,000 into your account;
- completed at least 8 Debit Mastercard transactions (not including cash machine transactions or credits to the Account); and
- received electronic statements for the Account (for joint accounts, it is the primary account holder that must receive electronic statements).

The reward will be added to your account without any tax being deducted. Whether you have to pay tax on the reward will depend on your personal circumstances. We cannot provide you with tax or legal advice and we recommend you speak to an independent adviser.

d) Danske Standard

Danske Standard is a bank account designed to provide simple, everyday banking facilities. Danske Standard may be suitable if you:

- are 18 or over;
- do not currently have a bank account; and
- are on a low income

Danske Standard is not available if you:

- already have a current account;
- need an overdraft; or
- have or need any other borrowing.

You cannot have more than two Danske Standard accounts - one in just your name and one in joint names.

e) Explanation of personal package features

eBanking (including Mobile Banking)

eBanking is our internet banking service. eBanking offers an easy, quick and inexpensive way to carry out your banking transactions at a time that suits you best.


Debit Card

If a debit card is available with your current account, you can use this as a debit card and a cash card.

A cash card allows you to withdraw your money at cash machines both in the UK and abroad. A debit card allows you to pay for goods and services. This is sometimes known as using your card at a 'point of sale'. You can do this in a number of ways.

- In places such as shops, supermarkets, petrol stations and hotels
- Over the phone
- Through the internet

You will be able to shop anywhere that accepts Mastercard, both in the UK and abroad.

If Your Card has the contactless indicator  , then you will be able to make contactless transactions. Further information is available in section 3.

At some of our larger branches you can use your debit card to pay cash (including coins) and cheques into your account. Please ask at your local branch for details.

You can also use your debit card to withdraw cash and make deposits (sometimes known as lodgements) at a Post Office® counter.

The money for these transactions will be taken from your current account. All transactions will appear on your current-account statement, with details such as the date, the place the transaction was made, and the amount you paid.

A daily spending limit is automatically set on your account to limit the amount you can withdraw from a cash machine, but there is no limit on the amount that you can spend when paying for goods or services. Please contact us if you want to discuss a limit on the amount you can spend on goods and services. If you want to change either of these limits, please contact us.

Chequebook

All the personal packages in this booklet (except Danske Standard) offer a chequebook with your current account.

Arranged overdraft

All the personal packages in this booklet (except Danske Standard) offer an arranged overdraft. Each package offers a specific maximum amount, where we do not charge an overdraft set up fee to set the arranged overdraft up. You can apply separately, after we have opened the package, for any amount over this specific limit. The overdraft set up fee for any amount over this specific limit is currently 1% of the extra amount. Whether we grant you an arranged overdraft depends on your age and circumstances. You can find more information about arranged overdrafts in our 'Fees and service charges explained' and 'Interest rates' leaflets.

Mastercard credit card

A Mastercard credit card is not included in our personal packages, but you can apply for one when you apply for a package. Whether we provide a Mastercard credit card depends on your age and circumstances.


A credit card allows the person named on the card to charge purchases to the credit card account.

You will have a separate account for your credit card and we will tell you what your credit limit is. We will send you a statement each month, which will give you details of the amount that you have spent and the minimum payment you need to make. You can use your Mastercard at more than 24.6 million outlets worldwide.

You can make payments in any of the following ways.

- By direct debit
- Through our eBanking service
- By taking your statement to your bank and paying by cash or cheque
- By sending a cheque to Danske Bank, Clearing Control Unit, Donegall Square West, Belfast, BT1 6JS

When you make a payment you must make sure that you give us the sort code and account number for your Mastercard account. You will find this information on your credit card statement.

If Your Card has the contactless indicator  , then you will be able to make contactless transactions. Further information is available in section 4.

You should read the summary box on page 5 of this booklet.

Current account

A current account is a safe and convenient way to manage your day-to-day finances. You can use it to manage your money, receive your money, pay bills and keep your money secure. All our personal packages offer a current account which you can use to set up direct debits and standing orders, free of charge.

Statements

All our personal current accounts provide a statement every half year. We will also provide you with a statement at the end of any calendar month where you have had a payment transaction on your account.

If you are registered for eBanking and digital statements, we will make your statements available in your electronic mailbox. This means that you will not be sent any paper statements. If you would like us to tell you when your statement is available, you can register for notifications within electronic mailbox. You can ask us at any time to stop making your statements available in your electronic mailbox.

Danske 3D Secure

Danske 3D Secure is provided by us in association with Mastercard Secure Code™. Danske 3D Secure provides extra security when using your Danske Bank debit card or credit card to make online payments.

Using your cards safely

We can monitor how you use your debit card and credit card, and we may contact you or suspend your debit card or credit card (without contacting you) if we think that it could be or has been misused.

You can also restrict the use of your debit card or credit card to certain geographical areas and/or to prevent their use for internet transactions, by using the geoblocking security feature which can be accessed in eBanking and mobile banking or by contacting your local branch.

Phone Calls

Call charges may vary. Please contact your phone company for details.

f) Services available for our customers at the Post Office®

Cash Deposit Service

You can deposit sterling cash to your Danske Bank account in the UK at any Post Office® branch in Northern Ireland or in Great Britain. Details of this service are as follows:

- you must have a valid Danske Bank debit card for the account into which the deposit is being made – we will use the details from the card to identify the sort code and account number of the account to be credited. If you do not have a debit card you may request one.
- you must present your Danske Bank debit card with the cash you want to lodge. You will be required to either place your card into the chip and PIN terminal or hand it to the Post Office® teller. If your card has a Personal Identification Number (PIN), you will be required to enter it;
- there are limits on the amount which you may deposit – see our website danskebank.co.uk for details of the limits which may change from time to time. Deposits may be made at over 400 Post Office® branches in Northern Ireland although restrictions may apply in some branches where lower single deposit levels may be in place;
- prior to deposit, notes must be sorted by denomination amounts and coin must be sorted by denomination amounts and presented in full bags;
- the Post Office® teller will issue a printed acknowledgement of the receipt of the deposit to you which you should keep for your own records;
- when you lodge cash at a Post Office® branch your available balance will be adjusted immediately and you can draw against the funds lodged immediately. The entry date on your statement will be the next business day. The value date on your statement will be the date that you lodged the funds at the Post Office® branch. Please refer to the Payment Table on page 41 of this booklet for details.

Cheque Deposit Service

You can lodge sterling cheques to your Danske Bank account in the UK at any Post Office® branch in Northern Ireland. Details of the service are as follows:

- you must place the cheques and a completed pre-printed Bank Giro Credit into a Danske Bank deposit envelope. You can request a book of personalised Bank

Giro Credits from your branch. Deposit envelopes are available from the Post Office® or from any Danske Bank branch in Northern Ireland;

- the sort code and account number (taken from the Bank Giro Credit) must be detailed on the envelope in the spaces provided;
- the Bank Giro Credit must be completed with the total of the cheques to be lodged;
- the envelope should be handed to a Post Office® teller, who will issue you with a printed acknowledgement which you should keep for your own records;
- cheque deposits made in this way and prior to the cut-off time which applies in the Post Office® branch where the deposit is being made, will be received by Us on the next business day and that will be the Entry Date which appears on your bank statement. Please refer to the Payment Table on page 41 of this booklet for further details.

Cash Withdrawal Service

You can withdraw cash from your Danske Bank account at any Post Office® branch in Northern Ireland or in Great Britain. Details of this service are as follows:

- you must have a valid Danske Bank debit card and PIN for the account from which you wish to make the withdrawal;
- you may withdraw up to £500 if the balance available on your account and the daily cash withdrawal limit applicable to your card allows (a lower limit of £350 will apply if you are a Danske Standard account holder);
- you must advise the Post Office® teller of the amount that you want to withdraw and place your card into the chip and PIN terminal. The amount of the withdrawal will appear on the chip and PIN terminal. When you enter your PIN you will authorise the withdrawal;
- the Post Office® teller will hand you your cash along with a printed acknowledgement for your own records;
- withdrawals made at the Post Office® branch will be debited from your account on the next business day and that is the Entry Date which will appear on your bank statement. The available balance on your account will be reduced immediately by the amount of the withdrawal. Please refer to the Payment Table on page 41 of this booklet for further details.

Balance Enquiry Service

You can obtain a balance enquiry for your Danske Bank account at any Post Office® branch in Northern Ireland or in Great Britain. Details of this service are as follows:

- you must have a valid Danske Bank debit card and PIN for the account on which you wish to make the balance enquiry;
- you will be required to place your card into the chip and PIN reader and when prompted, enter your PIN;
- The Post Office® teller will hand you a printout with your balance detailed.

Details of:

- The Cash Deposit Service;
- The Cheque Deposit Service;
- The Cash Withdrawal Service;
- The Balance Enquiry Service;

are available from the Post Office® or from any Danske bank branch in Northern Ireland. You can also obtain details via the internet on www.postoffice.co.uk or danskebank.co.uk.

g) Credit card summary box

SUMMARY BOX – Danske Mastercard Standard Credit Card				
The information contained in this table summarises key product features and is not intended to replace any terms and conditions				
APR	<ul style="list-style-type: none"> Representative 22.9% APR variable 			
Interest rates		Introductory Rate	Monthly Rate	Annual Rate
	Purchases	0% (for 5 months from date of card issue) if we tell you in writing that you are entitled to an Introductory Rate	1.73%	22.85%
	Cash advances	Not applicable	1.73%	22.85%
	Balance transfers	0% (for 5 months from date of card issue) if we tell you in writing that you are entitled to an Introductory Rate	1.73%	22.85%
Interest-free period	<ul style="list-style-type: none"> Maximum 59 days for purchases and balance transfers if you pay your balance in full and on time. In addition there is an interest free period on purchases and balance transfers during the introductory period if we tell you in writing. There is no interest free period on cash advances. 			
Interest charging information	You will not pay interest on new purchases if you pay your balance in full and on time. Otherwise, the period over which interest is charged will be as follows:			
		From	Until	
	Purchases	The date by which you must make your minimum payment as shown in your statement for the month in which the transaction is made.	Repaid in full	
	Cash advances	The date your account is debited (this appears on your statement as the interest date).	Repaid in full*	
	Balance transfers	The date by which you must make your minimum payment as shown in your statement for the month in which the transaction is made.	Repaid in full	
* If you pay the balance in full, the interest charge for the period from the previous statement to the date of full repayment will be debited the following month.				
Allocation of payments	<p>If you do not pay off your balance in full, we will allocate payments we receive to your account in the following order:</p> <ul style="list-style-type: none"> Towards balances on which interest is charged at the Standard Rate; Towards balances on which interest is charged at any rate which is less than the Standard Rate; and Towards balances on which interest is charged at 0%. <p>See condition 3.5 of the terms and conditions that apply to your Agreement</p>			
Minimum repayment	<ul style="list-style-type: none"> Greater of 3% of current balance, or the total of interest and default charges on the statement plus 1% of the current balance (less interest and default charges), or £5, each month. If you only make the minimum payment it will take longer and cost more to clear your balance. 			
Credit limit	Minimum credit limit	£250		
	Maximum credit limit	Subject to status		
Fees	<ul style="list-style-type: none"> No annual fee 			
Charges	Cash Fee	2.75% with a £2.75 minimum (Maximum daily withdrawal limit at cash machines is £500 per day)		
	Copies of statements	£5 each		
	Copies of transaction vouchers	£5 each		
	Replacement card fee	£6, if ordered at branch or on the phone £4, if ordered through eBanking or Danske Mobile Banking (your first credit card and renewal cards on expiry will be free)		
Foreign Usage	Danske Bank Card Exchange Rate (UK)	Rates can be found at danskebank.co.uk/travelmoney		
	One or more of the following may apply:	<ul style="list-style-type: none"> Non-Sterling Transaction Fee of 2.75% Cash Fee of 2.75% with a £2.75 minimum 		
Default charges	Late payment charge	£8		

APR stands for 'annual percentage rate'. It aims to give people a more accurate idea of how much they are being charged when they borrow money. It allows people to compare the total cost of borrowing money for different types of loan and lengths of time.

h) How to use your accounts

Your bank account details

Each account you open will have a sort code and account number. The sort code and account number are used when you make payments to or from your account in the UK. The sort code is a six-digit number which is used to identify your branch. Your account number is an eight-digit number which is used to identify your account at that branch. You will find your sort code and account number printed on your paying-in slips, on the footer of each of the cheques in your chequebook (if we have issued one for your account) and bank statements. On your bank statement the sort code and account number are combined (in that order) into a fourteen digit Account Number for Your Account. The first six digits are your sort code and the last eight digits are the account number. The name of your account is usually your own name. The name of your account will also appear on your paying-in slips, cheques, cards and statements.

When you make payments to your account from an account which is outside the UK, or you make payments from your account to an account which is outside the UK, you will need to use the Bank Identifier Code (BIC) and the International Bank Account Number (IBAN). The BIC for all of your accounts with Us is DABAGB2B. The BIC is not required for EURO payments into or out of your account where the payment is made for or to an account in a country within the EEA.

The IBAN for each of your accounts is unique. You can find the IBAN for your account on your bank statement or by asking your local branch. If money is sent to your account from abroad the correct IBAN must be used to make sure the payment is received. If you are sending money to an account abroad then you must take care to quote the correct BIC and IBAN for the payee's account. It is important that you use the correct BIC and IBAN when making a payment to another bank account abroad.

When you are making payments into or out of your account it is important that you use the correct sort code and account number (for payments within the UK) or the correct BIC and IBAN (for payments outside of the UK). If you use the wrong details, your payment may be delayed or not paid. We are not liable for any payment that is delayed, not paid or paid incorrectly because you have given us the wrong details. However, we will make reasonable efforts to try to recover any money paid incorrectly. We will also on request immediately and without charge trace any non-executed or defectively executed payment and notify you of the outcome.

Your statements

Your account statements will be provided to you on paper if during any month there has been a payment transaction on your account. You can choose instead to have your statements made available to you in your electronic mailbox. If you choose this option then you must be registered for eBanking and have asked for electronic mailbox. You will also get extra information with your statement. This will tell you more about the service charges and interest rates which could apply to your account. You can also get mini-statements on your account at a Danske Bank cash machine in the UK or on eBanking. You should use your statements to keep track of your money. You should always check your statement regularly and carefully and tell your branch straight away if there are any mistakes.

Security

You should keep information about your bank account in a secure place at all times. This includes your chequebook, cards

and PIN (personal identification number). **Always remember to keep your PIN secret and do not let anyone know what it is – not even bank staff. We will never ask you to tell us your PIN.**

If you find it hard to remember your PIN, you can change it to a number which is easier to memorise. You can do this at any Danske Bank cash machine in the UK. If you believe your PIN has been compromised but you are still in possession of your card, you should change your PIN as soon as possible. We also strongly recommend that you do not use the card PIN number as the number used for your eBanking personal passcode.

If you throw away bank correspondence (such as cash machine receipts, mini-statements, old chequebooks and expired cards), you should first shred any paper. You should cut through the chip and any magnetic stripe on any card you destroy.

If any of the personalised security credentials for your Electronic Signature (your personal passcode or your eSafe ID device) has been lost, stolen or you believe that the security of your personalised security credentials may have been compromised you should contact us immediately in one of the ways set out in "How You can contact Us" which you can find in Part 1 of the General Terms and Conditions (Section 2 of this booklet).

You can share your personalised security credentials with a Third Party Provider (TPP) if you want to use their services to make a payment out of your account. You should always check that the TPP is authorised and regulated by the FCA before using their services. You can find the FCA register at www.fca.org.uk/register.

Terms and conditions

You should read the terms and conditions for your accounts carefully. If there is anything you do not understand, please ask us for help. To make our terms and conditions easy for you to understand we have divided them into 'General Terms and Conditions' which apply to all our personal current and savings accounts, and 'Special Terms and Conditions'. The General Terms and Conditions are set out in section 2. The Special Terms and Conditions are set out in the later parts of this booklet. Once you sign the customer agreement, you will be bound by these terms and conditions.

Nothing in the terms and conditions will take away your legal rights relating to goods or services which are faulty or which we have misdescribed. For more information about your statutory rights, contact your local trading standards department or Citizens Advice Bureau.

Our right to change the general terms and conditions (including interest, fees and service charges) - Current Accounts

We can change the terms and conditions of your accounts. When we can do this is set out in the General Terms and Conditions set out in section 2. We can only change a term or condition (such as increasing our fees, service charges or interest rates) if we have a valid reason to. Those reasons are set out in the General Terms and Conditions - Personal Accounts (Clauses 16 and 27). If possible we will give you two months' notice before making any change. If you do not agree with the change, you can close your account or end the relevant service, before the change takes effect, without having to pay any extra charges.

Fees and service charges

You may have to pay fees and service charges for some of the services we provide. You can get a copy of our 'Fees and service charges explained' leaflet from any branch and on our website at danskebank.co.uk/docs.

Interest rates

You can get a copy of our 'Interest rates' leaflet from any branch and on our website at danskebank.co.uk/docs.

Payments to and from your account

The Payment Table on page 41 sets out the timings for payments into and out of your account.

Changing your mind

You can cancel the customer agreement if you change your mind about the package you have chosen within:

- 14 days of the date after the date you signed the customer agreement; or
- 14 days of the date after the date you received this booklet and any other information relating to the products and benefits in the package you have chosen (whichever date is later).

You must give us written notice that you are cancelling the agreement. Further details can be found in the 'Closing the Account' section of the General terms and conditions.

If you are liable (legally responsible) for repaying any amounts in relation to any of the products or services in the package you have chosen, you must repay those amounts before we can cancel the agreement.

Joint accounts

A joint account is an account that is opened in the names of two or more people. Opening a joint account is straightforward but you should only open a joint account if you and the other joint account holders understand the commitments you are entering into. You also need to think about what would happen if you split up or if one of you died. If you are worried about how the other joint account holders may use the joint account, you should carefully consider whether a joint account is suitable for you.

When you open a joint package with Us you will have to agree to use the current account (or current accounts) within the package on the basis that any one of the account holders can authorise transactions without having to get permission from the other account holders (this is called an 'Either to sign' or 'Anyone to sign' mandate). With an 'Either to sign' or an 'Anyone to sign' mandate any of the account holders who is registered for eBanking will be able to access the accounts using the services of a Third Party Provider (TPP) which is authorised and regulated by the FCA. TPPs can provide services which allow a payment to be made from the account (payment initiation services) or account information to be provided for the purposes of account aggregation services (account information services). You can read more about this in Clauses 5.5.9 and 8 of the General Terms and Conditions - Personal. If you do not agree that the account can be accessed by either or any of the

account holders using the services of a TPP you should contact us and we will comply with your instruction. We cannot block access to either or any of the account holders accessing the accounts using the services of a TPP which uses screen-scraping techniques. If you want to open a joint account with a 'Both to sign' or 'All to sign' mandate, please speak to your adviser.

For further details about joint accounts, please read Clause 2 of the General Terms and Conditions in section 2.

Financial difficulties

If you are having financial difficulties, you should let us know as soon as possible. We will do all we can to help you overcome your difficulties. With your co-operation, we will develop a plan with you for dealing with your financial difficulties and we will tell you in writing what we have agreed. If you want to arrange an appointment, you can call us on 0345 600 2882 (or 0044 2890 049221 if you are outside the UK) between 8am and 6pm Monday to Friday and between 9am and 1pm on Saturdays except for bank holidays or other holidays in Northern Ireland when the bank is not open for business.

For more information, visit our website at danskebank.co.uk.

i) Putting things right for you

At Danske Bank we strive for great customer service. Unfortunately things sometimes go wrong. If you let us know, we can try to fix things for you and make things better for everyone. We have a complaints management policy and procedures in place to deal with your concerns effectively and in the correct way.

If you have a complaint, we will:

- Make it easy to tell us
- Try to resolve it quickly
- Have fully trained staff to deal with it

Tell us about your complaint

You can contact us in a way that suits you. To investigate your complaint, it helps to give us all the relevant information. This includes the area or branch involved as well as your account details and your contact details.

Your contact details help us get in touch if we need to discuss your complaint with you.

You can contact us:

Phone

By calling 0345 600 2882. When you do, it helps to have your account information to hand. Lines are open between 8am and 6pm Monday to Friday and between 9am and 1pm on Saturdays, except for bank holidays or other holidays in Northern Ireland when the bank is not open for business. Call charges may vary. Please contact your phone company for details. We may record or monitor calls to confirm details of our conversations, and for verification and quality purposes.

In branch

Visit any of branch to talk to us. Find your nearest branch and its opening hours at [danskebank.co.uk](https://www.danskebank.co.uk)

Online

Visit [danskebank.co.uk](https://www.danskebank.co.uk) and click on the 'Complaints' link under 'Help'. Click on 'Make a complaint'. You'll find the online form there.

By email

At: cencomplaints_team@danskebank.co.uk

By post

Danske Bank
PO Box 2111
Belfast
BT10 9EG

What happens next?

We'll record your complaint and try to resolve it as quickly as we can.

Throughout the investigation we'll update you as to our progress. We may use phone, texts, or letters to do so.

When can you expect a response ?

We'll try to resolve your complaint by the end of the third business day after we get it. If we do, you'll get a 'summary resolution communication'. This will be in writing and tell you:

- That we think your complaint is resolved
- How to approach the Financial Ombudsman Service if you aren't happy with the outcome.

If we don't resolve your complaint by the end of the third business day after we get it, we'll send you a letter to acknowledge your complaint. This may include our final response to your complaint. If we need more time we'll tell you what we'll do next to deal with it. We'll also tell you the timescale to expect.

Payment related complaints

For complaints about a payment service, we'll send a letter within 15 business days (in exceptional circumstances, by the end of 35 business days).

It will explain

- Our final response; or
- Why we can't give a final response yet and when we expect to do so.

For all other complaints

We will send you a letter within eight weeks of getting your complaint. It will explain:

- Our final response; or
- Why we can't give a final response yet, and when we expect to be able to do so.

Complaints involving other companies

If part of your complaint relates to a product another company has provided (such as an insurance product), we'll send that part of your complaint to them. We will do so promptly. We'll also give you a Final Response to explain why we did so, and include their contact details.

If you are still not happy

If you are unhappy with the Summary Resolution Communication or the Final Written Response you get from us you can go to the Financial Ombudsman Service. This is free, independent and impartial. You need to do this within six months of the date of our summary resolution communication or our final response.

You can send your complaint to:

Financial Ombudsman Service
Exchange Tower
London
E14 9SR

0800 023 4 567

complaint.info@financial-ombudsman.org.uk

www.financial-ombudsman.org.uk

Payment Services Regulations

You can contact the Financial Conduct Authority (FCA) or the Payment Systems Regulator (PSR) if you think that we may have broken the Payment Services Regulations 2017.

You can contact the FCA by writing to:

Financial Conduct Authority
12 Endeavour Square
London
E20 1JN

www.fca.org.uk/contact

You can contact the PSR by writing to:

Payment Systems Regulator
12 Endeavour Square
London
E20 1JN

PSRcomplaints@psr.org.uk

You must include:

- Who you are
- Who your complaint is about
- The facts of the situation and the failure you are complaining about
- If you have already approached us
- If any other companies have been involved in the complaint process or the failure about which you are complaining.

The FCA and the PSR will use this information to inform their regulatory activities. See more at www.psr.org.uk/media/b53p0ogw/psr-psd2-approach-factsheet-sep-2017.pdf

j) How we use your personal and business information

This notice explains how we use your personal information, sets out your rights under UK data protection law and explains how the law protects you. We may update our Privacy Notice from time to time and publish the updated version on our website.

If we provide you with an account or other banking services then we will use your personal and, if you are a business customer, your business information, in the ways set out in this notice. If you are not content that we will use your information in these ways we may not be able to provide you with an account or other banking services.

Who we are

Danske Bank is a trading name of Northern Bank Limited which is a member of the Danske Bank Group (the Group). This privacy notice is to let you know how companies within the Group will look after your personal information. This includes what you tell us about yourself, what we learn by having you as a customer, and the choices you give us about what marketing you want us to send you. Danske Bank wants to be recognised as a trusted financial partner and is committed to protecting and respecting your privacy. We will treat your information as confidential at all times, even when you are no longer a customer.

Under Data Protection Laws we can only process your personal information where we have a proper reason for doing so, such as:

- it is in our own legitimate interests to do so
- we are required to do so by law i.e. a legal obligation, or processing is in the public interest
- you have entered or you are considering entering into a contract with us for a financial product or service
- you have granted us consent to process your personal information

A legitimate interest is when we have a business or commercial reason to use your information for example to prevent abuse and loss or to strengthen IT and payment security. We must, however, still treat you fairly and consider what is right for you. We only rely on legitimate interest as a reason for processing if our legitimate interest clearly outweighs your interest in not having your personal data processed by us.

What personal data do we collect

Depending on the services you have ordered or you are interested in, we collect and process different kinds of personal data, including:

- your core personal data, e.g. your name and contact information
- your financial information, e.g. your credit rating or history or information about debts owed to you
- data about your education, profession or work
- information about your family and other relationships, including people you authorise to act on your behalf
- details about the services and products we provide to you and your preferences towards them:
 - Online identifiers such as your IP address and online banking details;
 - Visual images such as copies of identification or CCTV footage;
 - Biometric information, for example, when we use voice recognition.

Where do we collect your information from

We hold personal and financial information about you which you have provided to us or which we have collected/received from elsewhere such as:

- information you provide to us for example: on application forms, emails, letters, secure messages, webforms, information you provide over the telephone or in person;
- information we get from how you use your accounts;
- details of who supplies goods and services to you;
- information from other organisations, such as credit reference and fraud prevention agencies;
- information from people who know you, such as joint account holders and people you are financially linked to; and
- information that other people (such as your advisors) give us during financial reviews and interviews, as well as information we get from analysing your banking transactions.
- via digital channels and social media platforms such as Facebook and LinkedIn

Sometimes we need your consent to use your personal information. For example, for direct marketing, we need your consent to make you aware of products and services which may be of interest to you. There may also be times when the information we hold about you could include sensitive personal data, such as information relating to your health, racial or ethnic background, sexual life, criminal convictions, biometric data or legal proceedings. When we process such data we will either have asked for your consent, or we are permitted to do so by law, for example, for the purposes of detecting and preventing financial crime or to protect your economic wellbeing. Before you give your consent, we tell you what information we collect and what we use it for.

If processing is based entirely on consent, you can withdraw it at any time by contacting us using the contact details at the end of this notice.

Please note that if you withdraw your consent, we might not be able to provide you with specific services or products.

We want our service to meet your expectations at all times and therefore we need the information we hold about you to be accurate and up to date. Please help us by telling us straightaway if there are any changes to your personal information. You can check the contact details that we have for you through eBanking or District or by contacting your branch or Account Manager. It is important that you tell us about any changes to your contact details, including your email address or mobile number.

Why do we collect your information

At Danske Bank we store and use your information to manage your accounts and to provide services that suit your needs. This includes payments, customer advice, customer care, handling of complaints, customer administration, credit assessment and marketing as well as compliance with statutory obligations.

As well as using your information to manage the products and services we provide to you, we will need to use your data for a number of other reasons. These include the following:

• Verifying your identity

We will use the personal information that you provide to us to verify your identity, age and residence, in order to prevent and detect financial crime and money laundering. We have a legal obligation under Anti-Money Laundering legislation to seek verification of your identity both when you initially apply for a banking service and also on an ongoing basis. We use a commercial third party that provides electronic verification to do this.

• Assessing the suitability of products or services

We will use your information to assess whether our products and services are suitable for you, including making credit decisions about you. This will involve testing our

systems, credit scoring and regular statistical analysis to produce management information relating to risk.

If you are financially linked to another account holder within the Group, we will look at your information when deciding whether to approve an application for credit by the person you are linked to, including when that person applies on behalf of a business that he or she owns. (For a full list of companies in the Group, please contact your branch or write to the Data Protection Officer, Danske Bank, Donegall Square West, Belfast. BT1 6JS).

We will link information about your accounts with us to information about other products and services we provide you. We will also link your information to the information relating to other people you are financially linked to, if you make a joint application or if you tell us that you have a husband, wife, civil partner or partner. You should make sure you have shared the relevant information from this notice with them.

• Preventing fraud or recovering debt

We will use your information to prevent fraud and recover debts.

For example, when

- checking details for applications and managing credit and credit related accounts or other facilities
- recovering debt
- checking details on proposals and claims for all types of insurance, benefits and payment disputes, and
- checking details of job applicants and employees.

We will use credit reference and fraud prevention agencies including industry bodies to help us make decisions about you, or when you apply for a loan or for a product which allows you to get credit.

If you provide false or inaccurate information and we find that you have committed fraud, we will pass your details to fraud prevention agencies. If fraud is detected, you could be refused certain services, finance, or employment. Further details of how your information will be used by us and these fraud prevention agencies, and your data protection rights, can be found at <https://www.cifas.org.uk/fpn> and <https://www.nhunter.co.uk/privacypolicy/>

If you want to receive details of the relevant fraud prevention agencies, please contact your branch or use the contact details at the end of this notice.

We and other organisations also access and use information recorded by the fraud prevention agencies in other countries.

Law enforcement agencies will also access and use this information.

Before we provide you with credit, we will carry out credit searches using credit reference agencies. These checks are necessary before we enter into a contract for credit related products or services with you. During our business relationship with you, we will also share your information with credit reference agencies as part of our legitimate interests to prevent fraud, and to promote responsible lending and prudent account management. To learn more about what credit reference agencies do, what information they hold and what your rights are, go to <http://experian.co.uk/crain/index.html> and <http://transunion.co.uk/privacy>

We will provide you with further information when you ask us for credit.

• Protecting you

We use your information to protect you in the following ways:

- We may record or monitor phone calls to confirm details of our conversations, and for verification and quality purposes.
- We use CCTV to record images in and around our premises to prevent and detect crime.
- We will analyse transactions on customer accounts using behavioural biometrics to prevent and protect fraud and financial crime.

Using your personal information in this way allows us to comply with our legal obligations and meet our legitimate interests.

• Research purposes

We will also use your information for research purposes and undertake automated decision making including profiling to understand your buying preferences. We also use data analytics and statistics to improve our products and services.

Using your personal information in this way allows us to develop, improve and market our products and services to meet our legitimate interests.

• Sharing your information

There are other circumstances where we need to provide information to other people to help us and you to run your accounts. We do so when it is in your interests as well as ours and/or where we are under a legal or regulatory obligation to do so. We have set out these circumstances below:

- We may provide information about you to someone you nominate or authorise to act on your behalf.
- If you have a shared account with someone, we might share your information with your co-account holder.
- If we refer you to third parties that provide you with products and services, we must pass your details to these parties. They will keep a record, of information we provide.
- We may exchange information about you with other companies in the Group to assess credit risk, to prevent fraud or manage risk, or to help us run your accounts. We may also share your information within the Group to prepare research and analyse statistics (including analysing risk and credit) so that we can improve our services.
- We will sometimes arrange for service providers, agents and subcontractors, including those from outside the UK and European Economic Area (EEA), to provide services and process your information on our behalf. We will make sure that these service providers, agents and subcontractors have a duty to keep your information confidential and secure, and that they only process your information as set out in a written contract. Where we use third parties from outside the UK or EEA, we will ensure that your rights under Data Protection Laws are safeguarded through the appropriate protections, including model clauses where appropriate.
- To meet our duties to regulators, we will allow authorised people to see our records (which will include information about you) for reporting, compliance and auditing purposes.
- To meet our legal obligations under the Payment Services Regulations to resolve a dispute or complaint or if we have received a request to return a payment that has been made into your account where the Payer has told his/her bank that the payment was made by mistake, we must, on receipt of a written request, provide to the payer all relevant information

in order for the payer to claim repayment of the funds from you. This means that we can provide your name and address to the payer's bank. The payer's bank should inform you before disclosing your name and address to the payer.

- We may also share information with certain statutory, public, industry and law enforcement bodies, e.g. the Financial Services Compensation Scheme (FSCS) if required by law, upon your instruction, or to protect your vital interests.
- Social media companies such as Facebook if you have given us permission to do so via cookies and similar technology.

How long do we keep your information?

We will keep your personal information for as long as you are a customer of Danske Bank. We will also keep your data for up to 7 years after you stop being a customer for the following reasons:

- To respond to a complaint, or to show whether we treated you fairly;
- To analyse customer data for research purposes;
- To comply with legislative or regulatory requirements.

If you are a potential new customer but do not in future become a customer, your personal data may be stored for up to 12 months depending upon the service or product about which you enquired.

Your Privacy Rights

You have a number of rights under the Data Protection Laws in relation to the way we process your personal data, which are set out below. We will aim to respond to any request received from you in relation to exercising your rights within one month from your request, although this may be extended in some circumstances in line with Data Protection Laws.

- You have the right to access the information that we, as a bank, are processing about you and to be told where the information comes from and what we use it for. You also have the right to be informed about how long we store your information and about those with whom we share your information. Your right of access may, however, be restricted by law, the need to protect another individual's privacy or consideration for the bank's commercial business strategies and operations. You must contact us if you want to see this information. Access to your data will usually be provided free of charge, although in certain circumstances we may make a small charge where we are entitled to do so under Data Protection Laws.
- The right to ask us to correct your information if you think the information that we hold about you is wrong or incomplete.
- The right to object to our use of your information, or to ask us to delete, remove or stop keeping it if there is no need for us to keep it. This is known as the 'right to object', the 'right to erasure' or the 'right to be forgotten'. There may however be legal or regulatory reasons why we need to keep or use your information. We may sometimes be able to restrict the use of your information so that it is only used for legal claims or to exercise legal rights. In these situations we would not use or share your information while it is restricted.
- You also have the right to ask us to stop using your

information for profiling for marketing purposes. If you have given us your consent to process your data and the processing is automated, you have the right to get your personal information from us in an electronic format that can easily be reused. You can also ask us to pass your information in this format to other organisations.

If you wish to exercise any of these rights, please write to the Data Protection Officer, Danske Bank, Donegall Square West, Belfast, BT1 6JS or contact us at: yourprivacyrights@danskebank.co.uk

Market research

To help us improve and measure the quality of our products and services we undertake market research from time to time. This may involve sharing your information with specialist market research companies. If you do not want to take part please contact us and we will record this.

Profiling and Automated decision making

Danske Bank may use automated decision making, including profiling and analysing your credit data from other lenders, to approve applications and make credit decisions about you throughout our business relationship with you, including analysing your credit data from other lenders, to prevent fraud and, in the case of profiling, to be able to offer you specific services and products that meet your preferences and to target our marketing in general.

You have the right not to be subject to automated decision making, where it affects your legal rights or has an adverse impact on you, for example, the refusal of an online credit application.

Keeping you up to date via emails and text message

We are keen to keep you up to date with changes to the service we provide (for example, if we extend our opening hours at your local branch) or interruptions to our service, or also to remind you to activate and use the online services for which you have registered.

If you have given us your email address or mobile number, we may use these to send you messages. If you do not want us to contact you by text message or email, please contact us and we will delete these details from our records. If you are a personal customer you can delete the details yourself through eBanking (under the heading 'Are your details correct?').

Marketing and Customer Experience

Through our marketing programme, we will identify and tell you about products and services supplied by us or other chosen organisations that we consider may be of interest to you. We may do this by phone, mail, email, text or through other digital media where you have given us your consent to being marketed by these methods. You can decide on how you wish to receive direct marketing. We will also use the information we have gathered on you to personalise your experience on digital media such as websites, apps, ATMs, social media sites, mobiles and tablet devices. This may include giving you product and service content we believe might be of interest to you.

You do not have to accept the products or services we offer. You can tell us in writing at any time if you do not want to receive marketing information.

Cookies

We will collect your data while you are using our websites or mobile apps. If you do, you will still see some marketing but it will not be tailored to you. You can find out about cookies and how we use them to improve our websites and mobile apps in our cookie policy at:
<https://danskebank.co.uk/personal>

How to complain

If you are unhappy with how we have handled your personal information, you have the right to complain to the Information Commissioner's Office. You can contact them by writing to the:

Information Commissioner's Office
Wycliffe House
Water Lane
Wilmslow
Cheshire
SK9 5AF

Data Protection Officer

We have appointed a Data Protection Officer to advise us about our data protection obligations and to monitor compliance. You can contact the Data Protection Officer by writing to the Data Protection Officer, Danske Bank, Donegall Square West, Belfast, BT1 6JS or by emailing us at yourprivacyrights@danskebank.co.uk. To meet our duties to regulators, we will allow authorised people to see our records (which will include information about you) for reporting, compliance and auditing purposes.

If you have a

Danske Reward or
Danske Choice or
Danske Freedom Package or
Danske Standard Account
read this section.

General Terms and Conditions Personal Banking

Part 1: General information

These General Terms and Conditions are written and available only in English and We undertake to communicate with You in English.

Make sure You read and understand these General Terms and Conditions and any Special Terms and Conditions for Your Account or Service before opening an Account.

Good Banking

We comply with the FCA's requirements to pay due regard to customers' interests and to treat customers fairly and to act to deliver good outcomes to Our retail customers. If We seek to exercise Our rights under these General Terms and Conditions or any Special Terms and Conditions, We will consider Your individual circumstances where possible.

Payment Services

We provide a range of payment services including

- enabling cash deposits (sometimes known as lodgements) and withdrawals;
- processing electronic payments such as standing orders, direct debits and online banking payments; and
- enabling debit card payments

Not all payment services are available on all accounts. You need to check the terms and conditions for your account for more information. Where we provide you with a payment service you explicitly consent to us accessing, processing and retaining personal data for the purposes of provision of the payment service.

What should You do if You want a copy of Your agreement?

You can request a copy of Your agreement including these terms and conditions at any time by contacting Us in one of the ways set out in this Part 1. We can provide this on paper, or in electronic format, free of charge. You can also view a copy on Our Website at danskebank.co.uk/docs.

What should You do if You have a dispute relating to Your Account?

If you are not happy with any part of our service, please ask us for a copy of our leaflet 'Putting things right for you - Personal Customers' or visit our Website. We aim to deal with complaints in a way our customers are satisfied with.

If you have followed our published complaint procedures and you disagree with the response we have given, you can refer the matter to the Financial Ombudsman Service. Details are available from us or from www.financial-ombudsman.org.uk.

You will also be able to contact the Financial Conduct Authority (FCA) or the Payment Systems Regulator (PSR) if You think that We have broken the Payment Services Regulations 2017.

The FCA and the PSR will use this information to inform their regulatory activities. More information can be found at <https://www.psr.org.uk/media/b53p0ogw/psr-psd2-approach-factsheet-sep-2017.pdf>

Important information about compensation arrangements

We are covered by the Financial Services Compensation Scheme (FSCS), the UK's deposit guarantee scheme. The FSCS can pay compensation to depositors if a bank is unable to meet its financial obligations.

Your eligible deposits with Us are protected up to a total of £85,000 by the FSCS. Any deposits You hold above the £85,000 limit are unlikely to be covered. Please see the FSCS Information Sheet and Exclusions List at danskebank.co.uk/fscs-personal for more detail.

Things You should know

When You open an account with Us, Your account agreement is with Northern Bank Limited, registered in Northern Ireland (registered number R568) registered office and head office address Donegall Square West, Belfast BT1 6JS. These Terms and Conditions will apply to that agreement.

Danske Bank is a trading name of Northern Bank Limited which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, Financial Services Register reference number 122261. We comply with the FCA's requirements to pay due regard to customers' interests and to treat customers fairly. Details of our registration can be found at www.fca.org.uk/register, or by contacting the FCA on 0800 1116768.

Northern Bank Limited is a member of the Danske Bank Group

Our main business is to provide financial services in the form of a bank and to provide associated products and services, including Payment Services.

Our VAT Number is GB853759092.

HOW YOU CAN CONTACT US

You can contact Us if you have any questions or queries or to arrange an appointment by:

- phoning Us; or
- writing to Us through eBanking or by post or
- through Our Website at danskebank.co.uk

How to contact Us by phone (see notes 1, 2 and 3 below)

	Days	Time	Contact number
General Service	Monday to Friday Saturday	8am to 6pm 9am to 1pm	028 9004 9221/ 0345 600 2882
eBanking customer support (technical enquiries and questions about how the service works) (see the notes below)			
Calls within the UK	Monday to Friday Saturday	8am to 6pm 9am to 1pm	0345 603 1534
Calls from outside the UK	Monday to Friday Saturday	8am to 6pm 9am to 1pm	+44 2890 049219
24 hour emergency phone numbers - Lost or stolen cards			
Mastercard Standard Mastercard Standard Plus Mastercard Gold Mastercard Platinum and Mastercard Platinum Plus Debit Mastercard			0800 032 4368 From outside the UK +44 800 032 4368

How to contact Us by writing (see note 4 below)

Secure communication using eBanking	
eBanking's secure email function allows You to read and send messages to and from the bank	<ul style="list-style-type: none"> • Log on to eBanking • Select 'Contact Us' • Select 'New Message' • Type Your message • Send Your message
Secure communication using Danske Mobile Bank	
Danske Mobile Bank allows you to read and send messages to and from the bank	<ul style="list-style-type: none"> • Log on to the App • Select 'Messages' • Tap on the pencil icon and write your message
Secure communication using Our Website at danskebank.co.uk	
To arrange an appointment	Fill in the 'Arrange an appointment' form
Email us	Go to danskebank.co.uk/email
For help with installing and using eBanking	Fill in the 'Online Form'
By Post	
Write to	Danske Bank PO Box 2111 Belfast BT10 9EG

Notes

1. Support from General Service or eBanking customer support will not be available on bank holidays or other holidays in Northern Ireland when the bank is not open for business.
2. We may record or monitor calls to confirm details of our conversations, and for verification and quality purposes. Call charges may vary - please contact your phone company for details. Customers calling from mobile phones may be charged a different rate.
3. Please note that the cost to call our Customer Services UK area codes on 0345 or 0370 within the UK is always the same as calling a local or national landline number.
4. We aim to respond to communications sent to us securely using eBanking, the Danske Mobile Banking app or Our Website within two days. These services may be temporarily unavailable, or it may take us longer to receive your message, when we are carrying out routine maintenance.

Part 2: Definitions

"Account" means any personal current or savings account which You hold with Us and to which We have told You these General Terms and Conditions will apply;

"Account Information Services" means services of the type described in Clauses 5.5.9 (a) (i) and 8;

"Account Number" means the combination of Your six digit Sort Code and eight digit account number which are used to identify Your Account. The combined fourteen digits appear on Your bank statements and are referred to as Your Account Number;

"Additional Cardholder" means any person You have asked Us to give a Card to so that they can use the Account;

"Agreement" means the agreement between Us and You relating to an Account which is covered by these General Terms and Conditions and any Special Terms and Conditions for the Account. These General Terms and Conditions and any Special Terms and Conditions may be altered from time to time in accordance with Clause 27;

"Arranged Overdraft" is where We agree in advance that You may borrow money when there is no money left in the Account;

"Arranged Overdraft Interest" means interest You pay when You have an Arranged Overdraft or an arranged excess in accordance with Clause 14;

"Authorised User" means a person who You have authorised to access Your Account and to whom We have issued an Electronic Signature;

"Bacs" means the Bacs payment scheme used by UK banks for the electronic processing of financial transactions, principally direct debits and Bacs direct credits. The Bacs payment scheme operates on a 3 day processing cycle so that the Payee's account is credited 2 days after the process commences;

"BIC" means the Bank Identifier Code, sometimes known as a SWIFT Code. The BIC for Your Account with Us is DABAGB2B;

"Business Day" means a Monday, Tuesday Wednesday, Thursday or Friday (excluding Bank and other holidays in Northern Ireland) on which the Bank is usually open for business (there are exceptions to this definition which apply in relation to some Services such as CHAPS and FPS). Further details are set out within the Definitions in the Payment Table. In relation to a Payment Transaction, a Business Day means any day on which the Bank is open for business as required for the execution of a Payment Transaction;

"Card" means a Debit Mastercard Card issued on Your Account. The Card may or may not bear a Contactless Indicator;

"Cardholder" means a person to whom the Bank issues the Card and includes any Additional Cardholder;

"Card Based Payments" are payments out of Your Account made using a card which has been issued by a Third Party Provider. They do not include payments made using a Debit Mastercard Card issued on Your Account or any credit card that We have issued to You;

"CHAPS" means the CHAPS payments system used for sending money within the UK by electronically processing sterling bank to bank same day value payments. Both the sending and receiving financial institution need to be members of the CHAPS Scheme;

"Cheque Clearing System" means, in respect of a cheque paid into an account, the process by which a Payee's account is credited and a Payer's account is debited with the amount of a cheque, as referred to in the Payment Table;

"Credit Interest" means the amount of interest that We will pay You;

"Credit Transfer" means a national or cross-border payment service (such as FPS or SWIFT) for crediting a Payee's payment account with a payment or a series of payments from a Payer's payment account by the payment service provider which holds the Payer's payment account, based on an instruction given by the Payer;

"Customer Agreement" means the agreement between Us and You relating to a Package;

"Cut-off Time" means a time (as set out in the Payment Table), usually towards the end of the Business Day after which any payment order received (whether to credit or debit Your Account) will be deemed to have been received on the following Business Day. The Cut-off Time for any payment order received at a branch counter will always be before the branch closing time on that Business Day. On Christmas Eve (or the last Business Day before 25th December) the Cut-off time for standing order, cheque, direct debit and future dated payments out of Your Account is 11.30am;

"Debit Interest" means the amount of Arranged Overdraft Interest that You owe Us;

"Direct Debit" means an instruction from You authorising an organisation to collect varying amounts from Your Account so long as You have been given advance notice of the collection amount and dates by the organisation. Direct Debits are only available for Domestic Electronic Payments;

"District" means Our internet-based office-banking system for business customers;

"Domestic Electronic Payment" means either:

- (i) sending money within the UK (in sterling); or
- (ii) receiving money within the UK (in sterling);

"eBanking" means Our internet-based banking system for personal customers;

"EEA" means the European Economic Area, comprising the Member States of the European Union, plus Iceland, Liechtenstein and Norway;

"Electronic Payment" means a payment which is initiated and processed using electronic means and specifically excludes paper based transactions such as cheques and banker's drafts;

"Electronic Signature" means Your user ID, passcode and one time password for accessing Our online services, signing documents or giving Us instructions electronically. You may not be required to use every part of Your Electronic Signature each time You log on, sign or instruct Us;

"Entry Date" means either the date that a cheque or other item paid into Your Account appears on it, or the date You ask Us to make a payment from Your Account. (In both instances, it is the date that We consider ourselves to have received Your payment instruction);

"Faster Payments Service" or **"FPS"** means the payments service for sending money within the UK which enables payments to be processed in near real time. Both the sending and receiving financial institution need to be members of the FPS Scheme and certain financial limits apply;

"FCA" means the Financial Conduct Authority;

"Foreign Payment" means either:

- (i) Sending money within the UK (in a currency other than sterling);
- (ii) Sending money outside the UK (in any currency);
- (iii) Receiving money within the UK (in a currency other than sterling); or
- (iv) Receiving money from outside the UK (in any currency);

"Guaranteed Date" means the date after which it will no longer be possible for a cheque or other item paid into Your Account to be returned unpaid, unless You give Your consent as the Payee, for this or You are knowingly involved in fraud;

"IBAN" means International Bank Account Number. The IBAN for Your Account with Danske Bank is stated on Your statements and is also available by contacting Your Branch;

"Internal Transfer" means a transfer of money from an Account which You hold with Us to another Account held with Us;

"Mandate" means the document completed by You in order to give a person (whether an Account Holder or not) access to an Account;

"Open Banking APIs" means the Application Programming Interfaces used by Open Banking Limited to share customer information securely;

"Originator" means the merchant, supplier or vendor who initiates a Direct Debit payment request;

"Package" means a combination of an Account and certain other banking products or Services for personal customers as selected by You and referred to in Your Customer Agreement;

“Payee” means the person to whom a payment such as a cheque is made payable or the owner of an account to which a payment is to be credited (which ever applies);

“Payer” means the owner of an account from which a payment is to be debited;

“Payment Initiation Services” means services of the type described in Clause 5.5.9 (a) (ii);

“Payment Services” means such Services as We provide in relation to payments into and out of Your Account;

“Payment Services Regulations” means the Payment Services Regulations 2017 (SI 2017/752) as amended from time to time;

“Payment Table” means the table set out at the end of Part 3 of these General Terms and Conditions;

“Personalised Security Credentials” means the personalised features provided by Us (such as Your PIN and all the parts of Your Electronic Signature) to enable You to authenticate Yourself for the purposes of accessing Your Account;

“PIN” means the confidential personal identification number that We give You to enable You to access Your Account or Service using a payment instrument such as a Card;

“PSR” means the Payment Systems Regulator;

“Qualifying Area” means the territory of the United Kingdom and the EEA states;

“Qualifying State” means each of the EEA states and the United Kingdom;

“Service” and “Services” means any service which is available on Your Account (including Payment Services) such as allowing You to access and/or operate Your Account through Our eBanking Services, or allowing You to borrow on Your Account by means of an overdraft;

“Sort Code” means the six digit number which is used to identify Your bank Branch for domestic payments;

“Standing Order” means an instruction to make specified payment(s) from Your Account on a specified date(s);

“Strong Customer Authentication” means authentication based on two or more elements that are independent. The elements are (a) something that You know, (b) something that You possess and (c) something that is inherent to You. A full definition is set out in the Payment Services Regulations;

“Third Party Provider” (“TPP”) means an independent provider of services which can offer Account Information Services or Payment Initiation Services to You, or which issues instruments for making Card Based Payments out of Your Account;

“Unarranged Overdraft” is where You borrow money when there is no money left in the Account (or when You have gone past any Arranged Overdraft limit) and this has not been agreed with Us in advance;

“Value Date” means the date by which We take account of any item paid into Your Account, or any item paid out of Your Account, when We work out any relevant interest;

“We”, “Us”, “Our” or “the Bank” means Northern Bank Limited having its registered office address at Donegall Square West, Belfast (registered number R568). Danske Bank is a trading name for Northern Bank Limited;

“Website” means danskebank.co.uk;

“Withdrawal Date” means the date by which You will be able to withdraw the proceeds of a cheque or any other item paid into Your account;

“You”, “Your” or “Account Holder” means the person or persons who has or have opened an Account with Us subject to these Terms and Conditions. Where this comprises more than one person, these Terms and Conditions will apply to such persons jointly and severally as referred to in Clause 2;

“Your Branch” means the branch at which the Account is held. The address of Your Branch will be provided to You when You open Your Account, and on request at any time. If You wish to contact Your branch then You should write to Danske Bank, PO Box 2111, Belfast, BT10 9EG You can also contact Us in one of the ways set out in “How you can contact us”;

Part 3: General Terms and Conditions Personal Accounts

These General Terms and Conditions apply to all Accounts and any Service connected with Your Account. Any additional Special Terms and Conditions applicable to a particular Account or Service must be read along with these General Terms and Conditions. Where any Special Terms and Conditions are not consistent with these General Terms and Conditions then those Special Terms and Conditions shall apply to the extent of that inconsistency.

We have underlined certain Clauses within these General Terms and Conditions in order to make them more prominent for You and to draw them to Your specific attention. It is important however that You read all of these terms and conditions.

This Agreement will continue in full force and effect until the Account is closed in accordance with the provisions of this Agreement.

1. Opening an Account and Services on Your Account

- 1.1 You may apply to open an Account with Us provided that the Account is available to new applicants. The Special Terms and Conditions for the Account will set out any particular requirements which apply to the Account. The Account will be operated in sterling unless the Special Terms and conditions state otherwise.
- 1.2 Before You can open an Account with Us You must provide satisfactory evidence of Your name and address. We can also take up references, if appropriate. You must also confirm that You have received a copy of Our leaflet ‘How we use your personal and business information’.
- 1.3 If required by law or good practice, We can decline an application (without paying interest in respect of any proposed deposit), or end this Agreement at any time, paying interest earned (if any). Any capital or interest due to You can be paid by cheque drawn by the Bank and payable to You and sent to You at the address last known to Your Branch.
- 1.4 You may only use Your Account for personal purposes.
- 1.5 The Bank, in its discretion, provides a range of Services on Your Account. Not all Services are available on all Accounts. A Service is available on Your Account unless these General Terms and Conditions or the Special Terms and Conditions for Your Account indicate otherwise. We can in Our discretion introduce a new Service subject to such fees and service charges as We may decide. Details of any such service will be displayed in Your Branch and on Our Website.

2. Joint Accounts

- 2.1 You should only open a joint Account if You and the other joint Account Holders understand the commitments You are entering into. Each joint Account Holder is separately responsible, and together You are jointly responsible, for all the debt on the joint Account. This is the case even if only one of You has put money into the Account or if only one of You has taken money out of the Account. Similarly, all joint Account Holders are jointly and individually responsible for any overdraft, whether or not it is an Arranged Overdraft or an Unarranged Overdraft.

- This is known as 'joint and several liability'. Clause 29 deals with Our right of set-off.
- 2.2 Subject to Clause 2.3, the Account can be conducted in joint names and You can request that We accept the instruction of only one of You to operate the Account. This means that each one of You can withdraw all the funds without reference to the other.
- 2.3 If the Account is part of a Package and is in the name of more than one person, We will require the Mandate to confirm that We can accept the instruction of any Account Holder to operate the Account.
- 2.4 If the Account is in the name of more than one person, then in the event of the death of one of You, separation, divorce or any other change in the arrangements between You, You will need to contact Us to discuss the operation of the Account.
- On the death of one of You, We will contact the surviving Account Holder(s) to discuss the future operation of the Account. We will usually accept instructions from the surviving Account Holder(s) and any credit balance will usually pass to the survivor(s). If the Account is overdrawn, all Account Holders and the estate of the Account Holder who has died are jointly and individually responsible for the debt.
 - If one of the joint Account Holders becomes bankrupt, We will stop the account. It will then be under the joint control of the other Account Holders and the person who is responsible for dealing with the bankrupt Account holder's assets.
 - If We believe that one of the joint Account Holders is no longer mentally capable of managing their affairs, We will stop the joint Account. The Account can only be used again as set out in the instructions from a person appointed by the court to manage that person's affairs, and the other joint Account Holders.
 - If We receive notice, or We become aware, that there is a disagreement between the joint Account Holders (for example, there is a dispute about the joint Account or the joint Account Holders divorce, or separate), We will stop the Account until all the joint Account Holders have told Us how they want the Account to be used in the future.
- 2.5 If the Account is in the name of more than one person, any Account Holder can terminate the Mandate. We will request the return of any Cards and cheque books. All Account Holders must agree to any variation of the Mandate. In the absence of agreement We may terminate the mandate.
- 2.6 If the Mandate ceases to be effective for any reason, We shall remain entitled to honour any payment instructions and to charge these to the Account and You shall be liable for any transactions or withdrawals (and associated costs, service charges and expenses) made or authorised under the Mandate. It is Your responsibility to ensure that all cheques, Cards and other relevant items are returned to Us as soon as the Mandate ceases.
- 2.7 If You have a joint Account We may send all information about Your Account to the address of the person whose name appears first in Our records for Your Account. You must tell Us if You wish to receive any information or correspondence separately.
- 2.8 If You have a joint Account then We will send statements on any current account to all of the joint Account Holders unless You have agreed that We need only send the statements to one of You. All joint Account Holders should take steps to check joint Account statements which show transactions and the Account balance. You must not leave this to only one, or some, of the other Account Holders. By reviewing and monitoring all the payments to and from the account, all joint Account Holders can make sure that the Account is being used in the correct way.
- 3. Payments into Your Account**
- Subject to these General Terms and Conditions and to any Special Terms and Conditions for Your Account, payments can be made into Your Account by You or someone else using any of the means set out in Clause 3.3. Each of the Services set out in Clause 3.3 will be available with Your Account unless the Special Terms and Conditions for Your Account state otherwise.
- The terms and conditions set out in this Clause 3 will only apply to (a) a domestic payment transaction which takes place wholly within the United Kingdom and the currency of the transaction is in sterling, (b) those parts of any payment transaction which take place within the United Kingdom where either of the following applies:
- (i) both the Payer and the Payee are in the United Kingdom but the currency of the transaction is in a currency other than sterling or euro; or
 - (ii) either, but not both, the Payer and the Payee is in the United Kingdom and the currency of the transaction is in a currency other than euro, and
- (c) a payment transaction which takes place wholly within the Qualifying Area and the currency of the transaction is in euro.
- 3.1 Payments into Your Account – timescales that apply
Part 1 of the Payment Table sets out the timings that will normally apply to payments made into Your Account. You should be aware that the Payment Table is subject to various assumptions as referred to therein. The date of receipt of a payment into Your Account will be the Entry Date as set out in the Payment Table. Payments into Your Account received after the Cut-off time may be credited on the following Business Day and the time periods referred to in the Payment Table will be calculated accordingly.
- 3.2 Fees and Service Charges
Where You ask Us to make a payment into Your Account then fees and service charges may apply as set out in Our 'Fees and service charges explained' and 'Fees and service charges explained - foreign payments' leaflets.
- 3.3 Payments into Your Account – Services available
In relation to each of the Services set out below it is Your responsibility to ensure that the information which We are provided with in order to make the payment is accurate. With the exception of a cheque payment into Your Account, We will be liable only for the execution of the payment request in accordance with the Sort Code and Account Number for the Payee or, where applicable, the BIC and IBAN for the Payee (the BIC is not required for Euro payments to EEA countries) which has been provided to Us with the payment, irrespective of any other information that may have been provided to Us with the payment request. It is very important that the Payer checks this information carefully before authorising the payment. Further information on Our liability is set out in Clause 6.
- We may refuse to make a payment into Your Account where You have not provided Us with the information that We require or where it is reasonable for Us to refuse to make the payment. We will, where possible, notify You if We refuse to make a payment into Your Account and advise You of Our reasons.

3.3.1 Cash Payments into Your Account

(a) Cash in the form of sterling notes and sterling coins can be paid into Your Account. We may set limits on the amount of cash that You can pay into Your Account. You can pay cash into Your Account in one of the following ways:

- (i) by using the Express Deposit Service - the terms and conditions for that Service will apply;
- (ii) by using an Automated Deposit machine in one of Our Branches - the Special Terms and Conditions - Automated Deposit Service will apply;
- (iii) by using the Post Office® - You may pay cash, in the form of sterling notes or sterling coins, into Your Account at Post Office® branches in the UK using a valid Card for the Account that You wish to credit. We will use the details from the Card to identify the Sort Code and Account Number of the Account to be credited. There are limits on the amount You may deposit - see Our Website for details of the limits which may change from time to time. All sterling notes must be sorted by denomination before being presented and all sterling coin must be sorted by denomination and presented in full bags. You will be provided with a printed acknowledgement by the Post Office® on completion of the deposit which You should retain for Your own records. [Cash deposits made to Your Account at a Post Office® branch will be value dated and made available to You immediately. Although Your available balance will be adjusted immediately the Entry Date on Your statement will be the next Business Day. Please refer to the Payment Table for further details].
- (iv) by using one of Our Branches - You can pay in sterling notes and coins into Your Account. We may set limits on the amount of cash that You can pay in over the counter at one of Our Branches. We may also agree to accept payments into Your Account at one of Our Branches in a currency other than sterling. If We do so We will use the Danske Bank Exchange Rate [UK] in accordance with Clause 17. We will advise You of the rate before We convert the foreign currency into sterling.

(b) In order to make a cash payment into Your Account You must ensure that We are provided with the correct Sort Code and Account Number or; where applicable the BIC and IBAN for Your Account or; for payments into Your Account using Your Card the details from the Card - otherwise the payment may be paid into the wrong account.

(c) You give Your consent for the payment to be made into Your Account when We receive a request to make a cash deposit to Your Account in one of the ways set out at (a) above. If You wish to withdraw Your consent to a payment that has been made into Your Account then You should contact Us and provide Us with such further information as We may request.

3.3.2 Cheque Payments into Your Account

Please refer to Clause 4 for the terms and conditions that apply.

3.3.3 Domestic Electronic Payments

(a) A Domestic Electronic Payment is a payment which has been received from another UK Bank

using FPS, CHAPS or Bacs. Domestic Electronic Payments can be paid by way of Credit Transfer or Standing Order.

(b) In order to make a Domestic Electronic Payment into Your Account You must ensure that We are provided with the correct account name (where the payment is made using FPS or CHAPS), Sort Code and Account Number or, where applicable, the BIC and IBAN for Your Account otherwise the payment may be paid into the wrong account.

(c) You give Your consent for the payment to be made into Your Account when We receive a valid request, through FPS, CHAPS or Bacs to credit Your Account. If You wish to withdraw Your consent to a payment that has been made into Your Account in this way then You should contact Us and provide Us with such further information as We may request. You are reminded that if You receive a payment by mistake then You are legally obliged to inform Us so that We can take the necessary steps to return the funds to the Payer.

3.3.4 Foreign Payments into Your Account

(a) A Foreign Payment into Your Account is an Electronic Payment which means either:

- (i) receiving money within the UK (in a currency other than sterling); or
- (ii) receiving money from outside the UK (in any currency).

Such payments may be received by Us through various payment systems for example, SWIFT. We will convert any non-sterling payment to sterling before We credit it to Your Account using the Danske Bank Exchange Rate [UK] for the relevant currency. Fees and service charges may apply as set out in Our 'Fees and service charges explained - foreign payments' leaflet.

(b) In order to make a Foreign Payment into Your Account You must ensure that We are provided with the correct Sort Code and Account Number or, where applicable, the BIC and IBAN for Your Account otherwise the payment may be paid into the wrong account.

(c) You give Your consent for the payment to be made into Your Account when We receive a valid request, through the relevant payment system to credit Your Account. If You wish to withdraw Your consent to a payment that has been made into Your Account in this way then You should contact Us and provide Us with such further information as We may request. You are reminded that if You receive a payment by mistake then You are legally obliged to inform Us so that We can take the necessary steps to return the funds to the Payer.

3.3.5 Internal Transfers

(a) An Internal Transfer is an Electronic Payment into Your Account which has been made from another Account held with Us - whether in Your name or the name of someone else.

(b) In order to make an Internal Transfer into Your Account You must ensure that We are provided with the correct Sort Code and Account Number for Your Account otherwise the payment may be paid into the wrong account.

(c) You give Your consent for the payment to be made into Your Account when We receive a valid request, through Our internal systems to credit Your Account. If You wish to withdraw Your consent to a payment that has been made into Your Account in this way then You should contact Us and provide Us with such further information as We may request. You are

reminded that if You receive a payment by mistake then You are legally obliged to inform Us so that We can take the necessary steps to return the funds to the Payer.

3.3.6 Card Payments into Your Account

Please refer to the Special Terms and Conditions - Debit Mastercard Personal Card.

4. Cheque Payments into Your Account

4.1 Sterling Cheques drawn on a United Kingdom (UK) Bank

4.1.1 A sterling cheque drawn on a bank in the UK may be paid into Your Account. When this applies, You agree that We will deal with that cheque subject to the rules and clearing processes of any cheque clearing system(s) (the 'Cheque Clearing System') that We use.

The cheque will be processed in accordance with the timelines set out in the relevant section of Part 1 of the Payment Table.

4.1.2 When You deposit a cheque to Your Account You agree that once the cheque has been presented for payment, the original cheque will be destroyed within three Business Days.

Where the cheque is returned unpaid, You have a right to receive an image of the cheque together with a notice setting out the reason why the cheque has not been paid. The reason will no longer be notated on the original cheque or on the image of the cheque, but will be recorded within the Cheque Clearing System. This means that a cheque cannot be paid twice. We can also supply You with a certified image of the cheque subject to the payment of the relevant fees and service charges set out in Our 'Fees and service charges explained' leaflet. We agree that the image of the cheque will be created and produced in compliance with the rules of the Cheque Clearing System. You can ask Us for a copy of the rules of the Cheque Clearing System. You agree that, provided We can give You an image of the cheque, as set out in this clause, We will not be responsible to You if You suffer any loss as a result of the original cheque having been destroyed.

4.1.3 Where You have received a notice that a cheque You have deposited to Your Account has been returned unpaid, the notice will also inform You whether or not the cheque can be re-presented for payment. The notice will be sent to You by first class post to the address that We hold for You on Our records or by such other means as We may deem appropriate. The notice that We send You will include an image of the cheque.

4.1.4 Sterling cheques drawn on a UK Bank may be paid into Your Account at most Post Office® branches in Northern Ireland (see Our Website for details of any restrictions on this service). To use this service You must place the cheque(s) together with a completed pre-printed Bank Giro Credit into a deposit envelope which is specifically branded with the Danske Bank logo and the Post Office® logo for this purpose. You must follow the instructions which are detailed on the envelope and then give the sealed envelope to a Post Office® teller who will issue You with a printed acknowledgement which You should keep for Your own records. This service cannot be used to make a special presentation of a cheque for payment. If You use this service to make a deposit to Your Account before the cut off time which applies in the Post Office® branch where You make the deposit then We will receive the envelope on the next Business Day and that will be

the Entry Date which appears on Your statement. Further details are set out in the Payment Table. If there is a discrepancy between the amount entered on the Bank Giro Credit slip and the amount found in the envelope or there is any other reason why We cannot process the deposit We will contact You, where possible, to advise You.

4.1.5 If You pay a cheque into Your Account and deposit the cheque at a branch of the Bank, You can ask for the cheque to be specially presented, rather than sent through the Cheque Clearing System. This means that the cheque will be sent directly to the branch of the bank that it was drawn on to confirm that they will pay it. A cheque (including for the avoidance of doubt a cheque presented for payment at the branch of the Bank on which it was drawn) will only be treated as specially presented if You have made it clear to the cashier at the time You pay the cheque into Your Account that You wish the cheque to be specially presented and You have paid the appropriate fee. Where a cheque is specially presented the original cheque will not be destroyed and the provisions of the 4.1.1 to 4.1.4 above will not apply.

4.2 Sterling Cheques drawn on a non UK Bank

A sterling cheque drawn on a bank outside the UK may be paid into Your Account. Such a cheque may not be able to go through the Clearing Cycle and may take longer to be cleared.

4.3 Non-Sterling Cheques

A non-sterling cheque may be paid into Your Account. If this applies, We will purchase the cheque in order to give You the sterling equivalent. The following Value Dates will apply:

- Euro cheques drawn on a bank in the Republic of Ireland will receive value three Business Days after the date of purchase by Us;
- all other non-sterling cheques and Euro cheques drawn on banks in the UK will receive value six Business Days after the date of purchase by Us. Your statement will show the sterling equivalent of the cheque, (calculated at the Danske Bank Exchange Rate (UK) for the relevant currency in accordance with Clause 17) being credited to the Account on the day of receipt. After the Value Date the drawee bank may still return the cheque unpaid. If this happens We will debit Your Account with the amount of the cheque and advise You accordingly.

4.4 General provisions about cheques

4.4.1 If a cheque made payable to another person is paid into Your Account, the other person should sign the cheque on the back. We may also require further details to confirm Your right to the cheque before accepting it for credit to Your Account and may decline to accept it. If, for example, the cheque is crossed 'Account Payee' or 'Not Transferable', We can only credit it to the Account of the Payee.

4.4.2 We may, at Our discretion, request that cheques (including sterling cheques drawn on a bank outside the UK and non-sterling cheques) are sent for collection. If a cheque is sent for collection then it does not go through the Clearing Cycle and the Value Date will be the date that the proceeds are received from the drawer's bank. The funds will be credited to Your Account on the Value Date and the Withdrawal Date and Guaranteed Date will also be the same as the Value Date. The collection process can take several weeks and is dependent upon the time taken by the paying bank to process the request.

5. Operations on Your Account

Subject to these General Terms and Conditions and to any Special Terms and Conditions for Your Account, operations on Your Account can be carried out by You or someone authorised by You (in accordance with a Mandate) using any of the Services set out in Clause 5.5. Each of the Services set out in Clause 5.5 will be available with Your Account unless the Special Terms and Conditions for Your Account state otherwise.

The terms and conditions set out in this Clause 5 will only apply to (a) a domestic payment transaction which takes place wholly within the United Kingdom and the currency of the transaction is in sterling, (b) those parts of any payment transaction which take place within the United Kingdom where either of the following applies:

- (i) both the Payer and the Payee are in the United Kingdom but the currency of the transaction is in a currency other than sterling or euro; or
- (ii) either, but not both, the Payer and the Payee is in the United Kingdom and the currency of the transaction is in a currency other than euro, and
- (c) a payment transaction which takes place wholly within the Qualifying Area and the currency of the transaction is in euro.

5.1 Payments out of Your Account - Refusing a payment due to lack of funds

In relation to each of these Services if You do not have enough money in Your Account (or where payment would take You past Your Arranged Overdraft limit), by the Cut-off time set out in the Payment Table on the day that an item is due to be paid You cannot be sure that the payment will be made. We will check the balance on Your Account up until the Cut-off time on the day that the payment is due to be made. If there is enough money in Your Account when We check the balance We will pay the item.

Further information on the fees and service charges and interest rate that applies for refusing a payment due to lack of funds can be found in Our 'Fees and service charges explained' and 'Interest rates' leaflets.

5.2 Payments out of Your Account - timescales and Spending Limits that apply

Part 2 of the Payment Table sets out the timings that will normally apply to payments made out of Your Account. You should be aware that the Payment Table is subject to various assumptions as referred to therein. We reserve the right to restrict the amount that You can withdraw from Your Account depending on the Service that You are using. Spending Limits are set out in the Payment Table and are subject to change.

Spending Limits (such as a limit on the amount of cash You can withdraw from a cash machine per day) are set out in the Payment Table. We will give You reasonable notice of any changes to the Spending Limits where it is possible to do so. You can view the current Spending Limits at danskebank.co.uk/docs by clicking on the Payment Table.

5.3 Fees and Service Charges

Where You ask Us to make a payment out of Your Account then fees and service charges may apply as set out in Our 'Fees and service charges explained' and 'Fees and service charges explained - foreign payments' leaflets.

5.4 Granting someone else authority to access and operate Your Account

5.4.1 You may grant someone else authority to access Your Account information and to make payments out of

Your Account. We call this authority a Mandate. Where You have given someone else a Mandate then We will act on their instructions. There are different types of Mandate as set out in Clauses 5.4.2 - 5.4.5.

- 5.4.2 You can give someone a Mandate to access Your Account by using Services available at Our Branch counters or to sign cheques on Your Account.
- 5.4.3 You can authorise someone to access Your Account using Our 24 Hour Telephone Banking Service and We will issue them with the Telephone Banking Security Information to enable them to access Your Account using Our 24 Hour Telephone Banking Service.
- 5.4.4 You can authorise someone to access Your Account using a Debit Mastercard on Your Account. We will issue them with a Debit Card which will have the name of the person You have authorised on it and We will issue that person with a PIN. They can only access Your Account using the Debit Card and, where applicable, the PIN. The person You have authorised is known as an Additional Cardholder.
- 5.4.5 You can authorise someone to access Your Account using eBanking. You do not need to be registered for eBanking in order to do this. We call the person who You have authorised in this way an Authorised User and We will give them an Electronic Signature to access Your Account. You can authorise them to be able to see the information about Your Account that is accessible in eBanking ("view only") or You can authorise them to be able to see Your Account information and also be able to make payments from Your Account in the same way as You are able to do ("full rights"). An Authorised User can also use the Electronic Signature to access Your Account using the services of a TPP as set out in Clause 5.5.9.
- 5.4.6 The person that You have authorised to access Your Account using one of the means set out in this Clause 5.4 can give Your consent to make payments out of Your Account and to use TPP services. We will treat that consent in the same way as if You had given the consent Yourself. We will treat any such consent as valid and irrevocable once it has been given.
- 5.4.7 You can ask Us to terminate a Mandate that You have given to someone else and We will comply with that instruction. You must contact Us in one of the ways set out in "How to contact Us".
- 5.5 **Payments out of Your Account - Services available**
In relation to each of the Services set out below it is Your responsibility to ensure that the information which You provide to Us in order to make the payment is accurate. With the exception of a cheque payment out of Your Account, We will be liable only for the execution of the payment request in accordance with the Sort Code and Account Number for the Payee or, where applicable, the BIC and IBAN for the Payee (the BIC is not required for Euro payments to EEA countries) which You have provided to Us, irrespective of any other information that You may have provided to Us. It is very important that You check this information carefully before authorising the payment. Further information on Our liability is set out in Clause 6.
 - 5.5.1 **Direct Debits**
 - (a) A Direct Debit is an instruction from You to Us confirming that We may pay money out of Your Account to a specified third party (the 'Originator'). It authorises the Originator to collect varying amounts from Your Account. You can only set up sterling Direct Debits from Your Account with Us.

Direct Debits are protected by the Direct Debit Guarantee Scheme. If an error is made in the payment of Your Direct Debit, by the Originator or by Us, You are entitled to a full and immediate refund of the amount paid from Your Account. If You receive a refund You are not entitled to, You must pay it back when We ask You to.

Further details about the Direct Debit Guarantee Scheme can be found at www.directdebit.co.uk

- (b) In order to set up a Direct Debit on Your Account the Originator must provide Us with a completed Direct Debit Instruction which should include the Sort Code and Account Number for the Account which You want Us to debit and the Sort Code and Account Number of the account to which the funds are to be transferred. Sometimes the Originator will also require You to provide a meaningful reference so that the Originator can identify Your payment.
- (c) You provide Your consent by completing the Direct Debit Instruction. The Originator may ask You to sign the Instruction or may collect Your consent in some other way. If You want to withdraw Your consent then You should contact Us and We will make no further payments under the Direct Debit Instruction. You should contact Us before the close of business on the day before the next payment is due to be made from Your Account. You cannot withdraw Your consent to a payment which has already been debited to Your Account.

5.5.2 Standing Orders

- (a) A Standing Order is an instruction to Us to make specified payments from Your Account on specified dates. You can only make a sterling Standing Order payment from Your Account to an account held with another Bank in the United Kingdom.

There are different types of Standing Order:

- (i) Internal Standing Order to service a loan or mortgage account with Us- If You make a payment by internal Standing Order to a loan or mortgage account with Us, the date that We take the loan or mortgage repayment will be the date that the loan or mortgage repayment is due to be paid. This date will be set out in Your loan or mortgage agreement. If You do not have enough money in Your Account, or where a payment would take You past Your Arranged Overdraft limit on the due date then We will continue to check Your Account for a further 4 Business Days. If at the time that We check Your Account balance during that period, there is enough money in Your Account to make the payments We will debit Your Account and make the repayment to Your loan or mortgage account. We will treat the date and time that there is enough money in Your Account to make the payment as the time of receipt of Your instruction. If, during the 4 Business Days after the due date for Your loan or mortgage repayments, We have not been able to make the payments, We will contact You to advise You that the payment has not been made. You should always make sure that there is enough money in Your Account to make Your regular loan or mortgage repayments on the due date as set out in Your agreement. Any delay in making Your regular loan or mortgage repayment will result in You having to pay more interest on that loan or mortgage account.

- (ii) Internal Standing Order- which is not to service a loan or mortgage account with Us The payment will leave Your Account on the date You have specified (or the next Business Day, if the date You have specified does not fall on a Business Day) and will be credited to the Payee's account on the same day.

- (iii) External Standing Order

In this case the Payee's account is held with another Bank in the United Kingdom. The payment will leave Your Account on the date You have specified (or the next Business Day, if the date You have specified does not fall on a Business Day) and arrive in the Payee's bank's account on the same day.

- (iv) Foreign Currency Standing Order

You can set up a Standing Order for sending money outside the UK. The payment will leave Your Account on the date specified (or the next Business Day if the date You have specified is not a Business Day). If the payment is to be made in a currency which is not the same currency as Your Account then We will convert the payment before it is sent using the Danske Bank Exchange Rate (UK). The payment will be credited to the Payee's Account as set out in the Payment Table.

- (b) In order to set up a Standing Order on Your Account You should complete a Standing Order instruction form containing the following information:

- (i) the name of the Payee;
- (ii) the Sort Code and Account Number of the account to which the funds are being transferred (or the Payee's BIC and/or IBAN if the payment is being sent outside of the UK);
- (iii) the Sort Code and Account Number of the account from which the funds should be sent; and
- (iv) Any other information that We may require from You in order to enable Us to make the payment (such as the first payment date and the last payment date).

You can complete a Standing Order instruction by visiting Your Branch, telephoning Us, in eBanking or using a TPP.

- (c) You provide Your consent by signing the Standing Order instruction form, or by telephoning Us and giving Us a verbal instruction after We have confirmed Your identity, or by using Your Electronic Signature in eBanking.

If We are advised of a change of Sort Code and/or Account Number for a beneficiary named in a Standing Order (such change being advised to Us through Standing Order File Amendment), We will make these changes to the Standing Order instruction with Us and You consent to Us making these changes.

You can withdraw consent by contacting Your Branch, or by telephoning Us. Some Standing Orders may also be cancelled by using Your Electronic Signature. You cannot withdraw Your consent to the Standing Order after the close of business on the Business Day before the next payment is due to be paid (unless You, and We agree otherwise).

5.5.3 Cash Payments

- (a) You can withdraw cash from Your Account in a number of ways. If You withdraw Cash using Your Debit Card, for example at a Post Office® or at a cash machine, then the Special Terms and Conditions - Debit Mastercard Personal Card

will apply. You can also withdraw cash from Your Account at any of Our Branches as set out below. You can also ask Us to issue You with a banker's draft instead of cash.

- (b) In order to make a cash withdrawal or request a banker's draft at one of Our Branches You will need to confirm Your identity using a means that is acceptable to us, quote the Sort Code and Account Number of the Account from which the payment is to be made and sign the withdrawal slip.
- (c) You give Your consent by signing the withdrawal slip. It is Your responsibility to check that the amount of the cash (or the banker's draft) You have been given in response to Your request is correct. You must draw any discrepancy to Our attention immediately. You cannot withdraw Your consent to make a cash withdrawal from Your Account once the payment has been made.

5.5.4 Payments using Your Debit Card

You can make a payment out of Your Account using Your Debit Card. The Special Terms and Conditions - Debit Mastercard Personal Card will apply.

5.5.5 Payments using eBanking

You can make a payment out of Your Account using eBanking. The Special Terms and Conditions - eBanking and Electronic Signature will apply.

5.5.6 Payments using 24 Hour Telephone Banking Service

You cannot make payments out of Your Account using 24 Hour Telephone Banking.

5.5.7 Foreign Payments

- (a) A Foreign Payment is an Electronic Payment out of Your Account which means either:
 - (i) Sending money outside the UK (in any currency); or
 - (ii) Sending money within the UK (in a currency other than sterling).

You can make a Foreign Payment using various means. The Special Terms and Conditions for the Service that you choose to make the payment will apply. You can also make a Foreign Payment at one of Our Branches as set out below.
- (b) In order to make a Foreign Payment at one of Our Branches You will need to confirm Your identity, quote the Sort Code and Account Number of the Account from which You wish to make the payment and then complete the information set out in the International Money Transfer application form. This will include the Payee's account name, Sort Code and Account Number or, where applicable, the BIC and IBAN for the Payee's Account and the amount that You wish to transfer. We will make the payment solely on the basis of the Payee's Sort Code and Account Number so please ensure that these details are correct. We will not check the Payee's account name is correct when You use this Service. We will also need You to tell Us whether You want the payment to be made in sterling or whether You wish Us to convert the payment to a foreign currency before the payment is sent. There will be fees and service charges for this Service as set out in Our 'Fees and service charges explained - foreign payments' leaflet.
- (c) You give Your consent to make the Foreign Payment by signing the International Money Transfer application form. You cannot withdraw Your consent once the payment has been made.

5.5.8 Domestic Electronic Payments

- (a) You can make a Domestic Electronic Payment using various means. The Special Terms and Conditions for the Service that You choose to make the payment will apply. You can also make a Domestic Electronic Payment at one of Our Branches as set out below. We will use the Faster Payments Service to make the payment

unless the Payee's Bank is unable to receive payments using that means, in which case You may choose to send the payment either by CHAPS or by Bacs.

- (b) In order to make a Domestic Electronic Payment at one of Our Branches You will need to confirm Your identity, quote the account name, Sort Code and Account Number of the Account from which You wish to make the payment and then complete the information set out in the application form. This will include the Payee account name, Sort Code and Account Number and the amount that You wish to transfer. We will make the payment solely on the basis of this information so please ensure that these details are correct. There will be fees and service charges for this Service as set out in Our 'Fees and service charges explained' leaflet.
- (c) You give Your consent to make the Domestic Electronic Payment by signing the application form. You cannot withdraw Your consent once the payment has been made.

5.5.9 Third Party Providers (TPPs)

You can use TPP services to aggregate Your Account information, make payments out of Your Account and to make confirmation of funds requests, if You are registered for eBanking and have an Electronic Signature. All references to You in this Clause 5.5.9 include an Authorised User with an Electronic Signature to access Your Account. You must have an Electronic Signature that allows You to make payments out of Your Account to use Payment Initiation Services.

- (a) TPPs are independent providers of services. If We provide You with a TPP service then We will make that clear to You at the time. TPP services can be used to access any of Your Accounts which are accessible online. Your Account will be accessible online unless the Special Terms and Conditions for Your Account state otherwise. A list of the Accounts that can be accessed through the Open Banking APIs is also available on Our Website at [danskebank.co.uk/open-banking](https://www.danskebank.co.uk/open-banking). The following types of services are offered by TPPs.
 - (i) Account Information Services
These services allow customers to consolidate information about different payment accounts to review their overall [aggregated] financial position. Some TPPs may also offer a range of associated services such as financial planning tools. Further information is set out in Clause 8.
 - (ii) Payment Initiation Services
These services help customers to make a range of Credit Transfers out of their Account.
 - (iii) Card Based Payment services
Some TPPs may issue instruments for making Card Based Payments out of Your Account. These TPPs may ask Us to confirm whether an amount needed for a payment using a card they have issued is available in Your Account. Further information about how We will respond to such requests is set out in Clause 5.5.10.
- (b) If You use a TPP to make a payment out of Your Account then You will need to confirm the details of the payment, including the Sort Code and Account Number or, where applicable, the BIC and IBAN of the Payee and also the amount of the payment. When You confirm these details, We will process the payment as set out in the Payment Table.

Any payment out of Your Account using a TPP service will be made from the Account as a Credit Transfer even though the Account is one of Our Credit Cards or is an Account on which one of Our Debit Cards has been issued. Further information on how this may impact on the protections that You have is set out in Clause 6.5.6.

- (c) Before using the services of any TPP You must be satisfied that it is authorised and regulated by the FCA. You can find the FCA register at www.fca.org.uk/register. Further information about TPPs is available on Our Website at danskebank.co.uk/open-banking. We will also make the FCA information leaflet on the rights of consumers under the Payment Services Regulations 2017 available free of charge in Our branches and on Our Website when it is published. We will also make this available in alternative formats if requested. If You consent to a TPP accessing Your Account We will ask You to authenticate any TPP requests that We receive by entering Your Electronic Signature on a secure Danske Bank webpage - this will not be the eBanking log on page. By entering Your Electronic Signature, You give Us Your consent to provide information to that TPP, make a payment that they have initiated or to respond to a confirmation of funds request - whichever applies. The TPP will only be able to view the information that You specifically authorise it to or to debit the specific payment that You authorise.

- (d) You can revoke TPP access to Your Accounts either directly with the TPP by following its procedures, in eBanking under 'Electronic mailbox & agreements' or by contacting Your Branch. Where You tell Us that You want to withdraw consent to a TPP being able to access Your Accounts We will comply with that request but it will not act as a revocation of consent to a payment that has already been debited to Your Account or to information that has already been provided to a TPP in response to a confirmation of funds request or for Account Information Services.

- (e) We will only revoke a TPP's access to Your Account if We believe its access to be unauthorised or fraudulent, or if We become aware that it is no longer authorised or regulated by an appropriate authority.

5.5.10 Confirmation of funds for Card Based Payments out of Your Account

All references to You in this Clause 5.5.10 include any Authorised User with an Electronic Signature to access Your Account.

- (a) We will confirm whether an amount needed for a Card Based Payment out of Your Account is available when this information is requested by the card issuer if:
- (i) Your Account is accessible online at the time We receive the request; and
 - (ii) before We respond to the first request from that card issuer, You have given Us Your consent to do so.

When We receive the first confirmation of funds request from a card issuer, We will ask You to authenticate that request. We will show You all the information relating to the request, including who has made it, the Account it relates to and the date on which Your consent for Us to respond to such requests from that card issuer

will expire, if any. We will then ask You to confirm Your consent before We respond to the request. We will only respond with a 'yes/no' answer about the availability of funds in a particular account to cover the amount specified in the request. We will not provide details of Your Account balance or block funds on Your Account for payment. We will continue to respond to confirmation of funds requests made by that particular card issuer until either Your consent expires, or You revoke it, whichever is the earlier.

- (b) You can view Your confirmation of funds history and revoke Your consent to Us responding to confirmation of funds requests in eBanking under 'Electronic mailbox & agreements' or by contacting Your Branch.

5.5.11 Other reasons that We can rely on to make a payment out of Your Account

We may also make payments out of Your Account for one of the following reasons:

- if You ask Us to make a payment out of Your Account using a means which is not set out above then You will give Your consent to make the payment using a means that We ask You to - this may be Your signature, a verbal telephone consent after We have confirmed Your identity by whatever means We deem appropriate or by any other means that We have agreed with You. In all cases We will require You to provide Us with the Sort Code and Account Number for the account from which the payment is to be made and the Sort Code and Account Number or, where applicable, the BIC and IBAN for the Payee's bank account. We may also require You to provide Us with the account name from which the payment is to be made and the Payee's account name. In all cases You cannot withdraw Your consent once the payment has been made.
- where We have received an order of a court or other regulatory body or a request from a government body (such as HMRC) which has the necessary legislative authority to make such a request We will comply with the order or request without the need for any further consent from You.
- where We have received a request to return a payment from a bank that made a payment into Your Account as a result of a mistake or error (for example, that bank has incorrectly sent the payment twice) We will take the payment out of Your Account and send it back to the bank which has made the request. We will only do this where the request to return a payment is made through an appropriate industry body such as CHAPS Clearing Company Limited or Bacs Payment Schemes Limited. We will take the payment out of Your Account even in circumstances where We have already permitted You to make a payment out of Your Account or where it would make Your Account go overdrawn. If Your Account goes overdrawn then the provisions of Clause 14 will apply.
- If We have received a request to return a payment that has been made into Your Account where the Payer has told his/her bank that the payment was made by mistake (aside from a payment by CHAPS or a Foreign Payment for which We will obtain your permission before returning) You agree that We may take the following actions:
 - (i) We may decide to protect the funds. This means that We would take the funds out of Your Account and credit them to a suspense

account. We will only do this where We have reasonable cause to believe that the payment has been made by mistake.

- (ii) We will contact You to advise You of the action that We have taken and We will also advise You that We intend to return the funds to the Payer's bank 15 Business Days after the date of Our letter to You.
- (iii) If You object to the action that We have taken or that We propose to take then You must advise Us before the 15 Business Day period has ended and You must state the reasons why You object. If You do not object within the period set out above then We will return the payment to the Payer's bank and there will be no requirement for Us to obtain any further consent from You.
- (iv) If You object to Us returning the funds to the Payer's bank (including funds received by CHAPS or a Foreign Payment), or there are insufficient funds in Your Account to return the payment, then We will still co-operate with the Payer's bank in its efforts to recover the funds and this means that We can provide Your name and address details to the Payer's bank and they can share that information with the Payer. Before sharing Your name and address with the Payer the Payer's bank should give You notice that that is what they intend to do.

6. Our Liability to You

Where You instruct Us to make a payment or a series of payments from Your Account, it is Our responsibility to ensure that We carry out Your instructions in accordance with these terms and conditions. If We fail to meet any of Our obligations under this Clause 6 then You can make a claim as set out in Clause 6.4.

- 6.1 Our Obligation to execute a payment request and to do so correctly (excluding cheque payments)
Our obligations under this Clause 6.1 only apply where both the Payer and the Payee are (i) in the United Kingdom where the payment transaction is in sterling; and (ii) in the Qualifying Area where the payment transaction is in euro or the payment transaction involves only one currency conversion between euro and sterling provided that the currency conversion is carried out in the United Kingdom and any cross border transfer takes place in euro. In all other cases, Our obligations under this Clause 6.1 will only apply to those parts of the payment transaction which take place within the United Kingdom.
- 6.1.1 If you initiate a payment out of Your Account as Payer We are responsible for making sure that We execute it in accordance with Your instructions. We are liable only for the execution of the payment transaction in accordance with the Sort Code and Account Number or, where applicable, the BIC and IBAN for the Payee's bank account that You provided with the payment instruction. This is the case even though You may have given Us additional information about the Payee. If We can prove to You that We executed the payment correctly in accordance with Your instructions then We will not be liable to You for any loss that You may have incurred. In these circumstances the Payee's bank is liable to the Payee for the correct execution of the payment and must credit the Payee's account immediately and make the funds immediately available to the Payee. If You initiate a payment into Your Account as Payee We are responsible for making sure that We correctly transmit the payment order to the Payer's

bank in accordance with Your instructions. We are liable only for the execution of the payment transaction in accordance with the Sort Code and Account Number or, where applicable, the BIC and IBAN for the Payer's bank account that You provided with the payment instruction. This is the case even though You may have given Us additional information about the Payer.

- 6.1.2 Where You request Us to We will immediately and without charge make efforts to trace any non-executed or defectively executed payment transaction and notify You of the outcome.
- 6.1.3 Subject to Clause 6.5.4, if we fail to meet Our obligations as set out in Clause 6.1.1 and as a result the payment is not made or is made incorrectly We will refund the full amount of the payment to You and restore Your Account to the position it would have been in had the mistake not occurred, or, if applicable, We will re-transmit the payment order to the Payer's bank. We will be liable to You for any charges for which You became responsible and any interest You had to pay as a result of Our mistake.
- 6.1.4 Where the payment was initiated through a TPP We will refund the full amount of the payment to You and restore Your Account to the position it would have been in had the mistake not occurred as soon as We are made aware of the matter. We will be liable to You for any charges for which You became responsible and any interest You had to pay as a result of the mistake even where the mistake was made by the TPP. We are entitled to seek recourse from the TPP if the mistake was attributable to the TPP. We may seek Your assistance where it is reasonable and necessary to do so in order to make such a claim.
- 6.2 Our obligation to execute a payment request (excluding cheque payments) in accordance with the timescales set out in the Payment Table
Our obligations under this Clause 6.2 only apply to those parts of the payment transaction which take place (i) wholly within the United Kingdom where the payment transaction is in sterling; and (ii) wholly within the Qualifying Area where the payment transaction is in euro or the payment transaction involves only one currency conversion between euro and sterling provided that the currency conversion is carried out in the United Kingdom and any cross border transfer takes place in euro. In all other cases, Our obligations under this Clause 6.2 will only apply to those parts of the payment transaction which take place within the United Kingdom.
- 6.2.1 We are responsible for making sure that We execute a payment request made by You, whether as Payer or Payee, in accordance with the timescales set out in the Payment Table. We reserve the right to suspend or delay a payment either into or out of Your Account where We, acting reasonably, decide to carry out further checks. This could happen, for example, where We suspect fraud. In these circumstances, if We decide after investigation to make the payment then We will still comply with the timescales for execution of payments set out in the Payment Services Regulations.
- 6.2.2 Subject to Clause 6.5, if we fail to comply with Our obligation set out in Clause 6.2.1 then, if You are the Payer, We will request the Payee's bank to ensure that the Value Date of the payment is no later than the date it should have been had the payment been made in accordance with the timescales set out in the Payment Table. We will do this whether the payment request was made directly to Us (by You or the Payee) or initiated through a TPP. If You are the Payee, We will ensure that the amount of the transaction is given a Value Date on Your Account

which is no later than the date that it should have been had the payment been transmitted correctly in accordance with the Payment Table. If, as a consequence of the late execution of the payment transaction, You incur any charges or interest We will refund those to You.

- 6.3 Our obligation to ensure that You have given Your consent to a payment out of Your Account (excluding cheque payments)
Our obligations under this Clause 6.3 only apply to those parts of the payment transaction which take place (i) wholly within the United Kingdom where the payment transaction is in sterling; and (ii) wholly within the Qualifying Area where the payment transaction is in euro or the payment transaction involves only one currency conversion between euro and sterling provided that the currency conversion is carried out in the United Kingdom and any cross border transfer takes place in euro. In all other cases, Our obligations under this Clause 6.3 will only apply to those parts of the payment transaction which take place within the United Kingdom.
- 6.3.1 We are responsible for making sure that a payment is not made out of Your Account unless You have given Us Your consent in one of the ways set out in Clause 5.5. We are responsible for applying Strong Customer Authentication before making a payment out of Your Account where the Payment Services Regulations require Us to do so.
- 6.3.2 Subject to Clause 6.5 if We fail to comply with Our obligations as set out in Clause 6.3.1 We will refund the full amount of the payment to You and restore Your Account to the state it would have been in had the mistake not occurred. We will be liable to You for any charges for which You became responsible and any interest You had to pay as a result of Our mistake.
- 6.3.3 If the Payee or the Payee's bank does not accept Strong Customer Authentication in circumstances where We are required to apply Strong Customer Authentication and a payment is made out of Your Account which You have not consented to then We will still refund You as set out in Clause 6.3.2. In these circumstances We are entitled to seek compensation from the Payee or the Payee's bank. We may seek Your assistance where it is reasonable and necessary to do so in order to make such a claim.
- 6.4 How to make a claim under this Clause 6
- 6.4.1 You should contact Us as soon as You become aware that a payment out of Your Account has been incorrectly executed, not executed, executed late or where You have not provided Your consent to make the payment.
- 6.4.2 If Your claim relates to a payment that You say You have not authorised We may ask You to complete and return a form to Us which will require You to give Us details about the payment. We will investigate the payment, make further enquiries and may pass information about the payment to other third parties including the police. We will only do this where it is necessary and reasonable to investigate Your claim.
- 6.4.3 If You are entitled to a refund under Clause 6.1.3, 6.1.4, 6.2.2 or 6.3 We will credit Your Account with the refund as soon as practicable and in any event no later than the end of the Business Day following the day on which You have advised Us that the payment was not executed, executed incorrectly or executed without Your consent.
- 6.4.4 Even though We may have granted You a refund under Clause 6.3 if, following further investigation, We are satisfied that You did give Your consent to make the payment then We will debit the refunded amount from Your Account without the need for any further consent from You. We will contact You to tell You the reasons for making the debit.
- 6.5 Limitations on Our Liability under this Clause 6
- 6.5.1 Subject to Clause 7.5, We will not provide You with a refund under Clause 6.3 where:
- (a) If Your Account was in credit at the time that the payment was made, We have reasonable grounds to suspect that You:
 - (i) have acted fraudulently; or
 - (ii) have, with intent or gross negligence failed to comply with Your obligations as set out in Clause 7.1 - 7.3.
 - (b) If Your Account was in debit at the time that the payment was made, We have reasonable grounds to believe that:
 - (i) You authorised the payment; or
 - (ii) the transaction was carried out with Your consent; or
 - (iii) where Your Debit Card was used to make the payment, the person using the Card acquired it with Your consent.
- 6.5.2 (a) We will not be responsible to You under this Clause 6 where any failure on Our part was due to (i) abnormal or unforeseeable circumstances beyond Our control, the consequences of which would have been unavoidable despite all Our efforts to the contrary or (ii) Our obligation to comply with any other provisions of applicable laws.
- (b) We will not be responsible to You for the amount of any payment transaction which occurs as a result of a fault in Our systems if You were told about it by a message or notice at the time of use.
- 6.5.3 We are not liable to meet any of the requirements set out in this Clause 6 where the payment transaction was based on a paper cheque of any kind including traveller's cheques or bankers' drafts.
- 6.5.4 You must contact Us in one of the ways set out in Part 1 of these General Terms and Conditions - Personal Accounts as soon as possible, and in any event, within 13 months of the debit date on becoming aware of any unauthorised, unexecuted or incorrectly executed payment. Provided that We have complied with Our obligations to You We are not liable to restore or refund Your Account under this Clause 6 if You contact Us more than 13 months after the relevant debit date. The 13 month time limit does not apply to a claim under Clause 6.3 where Your Account was in debit - but You should still make Your claim as soon as You become aware of the unauthorised transaction. This also does not apply to a claim under Clause 6.3 where a payment was made from Your Account under the Direct Debit Guarantee Scheme. There is no time limit in relation to a claim under the Direct Debit Guarantee Scheme. For any debit to Your Account which was made more than 13 months before the date of Your claim We may take longer, acting reasonably, to investigate Your claim before We decide whether or not to make a refund.
- 6.5.5 Where a payment out of Your Account is made using Your Debit Card then the Special Terms and Conditions for the Card will apply. This means that We may be able to attempt a chargeback of a disputed transaction as set out in Clause 5.10 of the Special Terms and Conditions - Debit Mastercard Personal Card.
- 6.5.6 Any payments out of Your Accounts when You are using the services of a TPP will be treated as Credit Transfers. This means that the provisions of this

Clause 6 will apply and We will not be able to make a claim under the chargeback provisions set out in Clause 5.10 of the Special Terms and Conditions - Debit Mastercard Personal Card (even though a Debit Card is linked to the Account) or a claim either under Section 75 of the Consumer Credit Act 1974 or the chargeback provisions if the Account that You are accessing through the TPP is one of Our credit cards.

7. Your Liability to Us (excluding cheque payments)

If You have granted a Mandate to someone else then You should ensure that the Mandate holder is aware of Your obligations under this Clause and takes any necessary steps to enable You to comply with Your obligations.

7.1 You must notify Us without undue delay, in one of the ways set out in Clause 7.2, after becoming aware of the loss, theft, unauthorised use of or where You believe that someone else, may have copied or become aware of any of the following items:

- Your Debit Card
- Your PIN (Personal Identification Number) used with Your Debit Card
- Your Electronic Signature or any component part of it
- Any means that We have provided to You for the purpose of generating one time passwords
- Your Access Code Number for 24 Hour Telephone Banking Service

Nothing in this Clause prevents You from giving Your Electronic Signature to a TPP which is authorised and regulated by the FCA. Before giving this information to a TPP You should satisfy yourself that the TPP is authorised and regulated by the FCA. You can find the FCA register at www.fca.org.uk/register.

7.2 You can notify Us, under Your obligation set out in Clause 7.1, by contacting Us in one of the ways set out in Part 1 of these General Terms and Conditions - Personal.

We will keep a record of any notification that You made to Us under this Clause 7.2 for a minimum period of 18 months and We will, on request, provide You with a copy of this record.

We will also prevent the use of the Personalised Security Credentials that You have notified to Us.

7.3 You must take all reasonable steps to keep Your Personalised Security Credentials and the items set out at Clause 7.1 safe. This does not include the long card number or the expiry date which appears on the face of Your Debit Card or the Sort Code and Account Number for Your Account. We set out in Clause 19 of the Special Terms and Conditions (for eBanking and Electronic Signature, Debit Mastercard Personal Card and 24 Hour Telephone Banking) the reasonable steps that You are expected to take to comply with Your obligations to keep Your Personalised Security Credentials safe when using any of these Services.

7.4 Subject to Clause 7.5 You will be liable for any losses that You suffer as a result of a payment being made out of Your Account which You have told Us You have not authorised but We are satisfied

- (a) where Your Account was in credit at the time the payment was made that:
- (i) You have acted fraudulently; or
 - (ii) You have with intent or gross negligence, failed to comply with Your obligations under Clause 7.3 and Clause 19 or

- (b) where Your Account was in debit at the time:
 - (i) You did authorise the payment; or
 - (ii) the transaction was carried out with Your consent; or
 - (iii) where Your Debit Card was used to make the payment, the person using the Card acquired it with Your consent.

7.5 Except where You have acted fraudulently You will not be liable for any losses that You suffer as a result of a payment being made out of Your Account which You have not authorised in respect of the following payments:

- (i) a payment that was made after You notified Us in accordance with Clauses 7.1 and 7.2;
- (ii) You have been unable to notify Us because We failed to provide You with a means to do so under Clause 7.2;
- (iii) where We are required under the Payment Services Regulations to apply Strong Customer Authentication but We have not done so;
- (iv) the payment transaction was in respect of the purchase of goods or services at a distance (which is where the goods or services have been sold exclusively using a means of distance communication and where the contract was concluded without the simultaneous physical presence of the trader and the consumer). Clause 7.5(iv) does not apply to payments made in relation to a contract of the following types:
 - (a) concluded by means of automatic vending machines or automated commercial premises;
 - (b) concluded with a telecommunications operator through a public telephone for the use of the telephone;
 - (c) concluded for the use of one single connection, by telephone, internet or fax, established by a consumer;
 - (d) under which goods are sold by way of execution or otherwise by authority of law.

Clause 7.5(iv) does not apply to payments made in relation to a contract to the extent that it is:

- (a) for—
- (i) gambling within the meaning of the Gambling Act 2005 (which includes gaming, betting and participating in a lottery); or
 - (ii) in relation to Northern Ireland, for betting, gaming or participating lawfully in a lottery within the meaning of the Betting, Gaming, Lotteries and Amusements (Northern Ireland) Order 1985;
- (b) for services of a banking, credit, insurance, personal pension, investment or payment nature;
 - (c) for the creation of immovable property or of rights in immovable property;
 - (d) for rental of accommodation for residential purposes;
 - (e) for the construction of new buildings, or the construction of substantially new buildings by the conversion of existing buildings;
 - (f) for the supply of foodstuffs, beverages or other goods intended for current consumption in the household and which are supplied by a trader on frequent and regular rounds to the consumer's home, residence or workplace;
 - (g) within the scope of The Package Travel and Linked Travel Arrangements Regulations 2018 on package travel, package holidays and package tours;

(h) within the scope of The Time Share, Holiday Products, Resale and Exchange Contracts Regulations 2010 on the protection of consumers in respect of certain aspects of timeshare, long-term holiday product, resale and exchange contracts.

8. Using a Third Party Provider (TPP) to provide You with Account Information Services

This Clause 8 deals with circumstances where You use a TPP for the purposes of accessing Your Account to provide You with Account Information Services (AIS). A TPP will only be able to get information about Your Account if it is accessible online. Your Account is accessible online unless the Special Terms and Conditions for Your Account state otherwise.

All references to You in this Clause 8 include any Authorised User who has an Electronic Signature to access Your Account.

All users with an Electronic Signature to access Your Account can use Account Information Services.

- 8.1 The TPP will ask You to give Your explicit consent before they can access Your Account. This means that the TPP should make available to You the information that You need to make an informed decision so that You understand what You are consenting to.
By entering Your Electronic Signature You are giving Us Your consent to provide the information to the TPP for a specified period of time. Only certain accounts are accessible in this way (for example accounts which are not payment accounts are not accessible). You can see a list of Accounts that are accessible through the Open Banking APIs on Our Website [danskebank.co.uk/open-banking](https://www.danskebank.co.uk/open-banking).
- 8.2 You should check that the TPP is authorised and regulated by the FCA before using its services. If the TPP is authorised and regulated by the FCA then it will be subject to the Payment Services Regulations which means that it should ensure that Your Personalised Security Credentials are not available to any unauthorised persons and that it uses safe and efficient channels to provide their services to You. A TPP should not request more information than is absolutely necessary to provide the specific service that it is offering to You. You can find the FCA register at www.fca.org.uk/register.
- 8.3 A TPP which provides an Account Information Service may store Your Personalised Security Credentials if it is necessary to provide the Account Information Service.
- 8.4 We will treat a request from an Account Information Service TPP in the same way as We treat a request received from You. Any information You have recorded on Your Account, including information about all of the Account Holders and/or any third parties will also be released. We will not provide Your Electronic Signature information to a TPP.
- 8.5 (i) You can withdraw Your consent to Your Account being accessed for the purposes of Account Information Services in one of the ways set out at Clause 5.5.9 (d).
(ii) You cannot withdraw Your consent where information has already been provided to a TPP which provides Account Information Services.
- 8.6 We will only revoke a TPP's access to Your Account if We believe its access to be unauthorised or fraudulent, or if We become aware that it is no longer authorised or regulated by an appropriate authority.

- 8.7 If You experience detriment caused by Your Account Information Service Provider (AISP) other than in relation to an unauthorised payment You should contact the AISP in the first instance. If You believe that We have breached any of Our obligations in relation to a TPP having accessed Your Account for the purposes of provision of Account Information Services then You should contact Us. We will only be liable for any loss that You have suffered as a result of Us having broken any of Our obligations. We are not responsible for any loss You have suffered where the TPP has breached its obligations under the Payment Services Regulations.
- 8.8 We will not be responsible to You under Clause 8.7 where any failure on Our part was due to (i) abnormal or unforeseeable circumstances beyond Our control, the consequences of which would have been unavoidable despite all Our efforts to the contrary or (ii) Our obligation to comply with any other provision of applicable laws.
- 9. Refusing Payments or Stopping the Use of Your Card or Services**
- 9.1 You may not make a request, nor consent to a Payee making a request and We can refuse a request, for a payment transaction on Your Account, whether for payments into or out of Your Account if We believe or have reasonable cause to believe any of the following (We can refuse Your request by declining the request immediately using the same channel through which You have made it or by contacting You at the earliest opportunity and before We have executed the transaction and We won't be responsible for any loss to You):
- (a) the payment transaction is or may be connected to fraud or any other illegal activity or purpose;
 - (b) You are bankrupt or insolvent or have entered into a voluntary arrangement with Your creditors;
 - (c) Your relationship with Us has broken down or You have shown threatening or abusive behaviour towards any member of Our staff;
 - (d) there is not enough money available in Your Account to fund the payment transaction;
 - (e) Your Account is a joint Account and there is a dispute between You and the joint Account holder;
 - (f) there is any dispute over Your entitlement to the funds in Your Account;
 - (g) the security of Your Account may have been breached;
 - (h) You are in breach of any other condition of these General Terms and Conditions or any of the Special Terms and Conditions for Your Account or a Service;
 - (i) In the case of an Electronic Payment if for any reason We cannot make the payment within the time limit specified by the Payment Services Regulations (e.g. when using Our eBanking Service We will not be able to process a request to make a domestic transfer in sterling from Your Account if the Sort Code of the Payee's account is not registered to receive payments using the Faster Payments Service);
 - (j) by carrying out the payment transaction We (or another member of the Danske Bank group of companies) might break a law, regulation, code, court order, sanction (whether or not imposed in the UK) or other duty, requirement or obligation which might expose Us (or another member of the Danske Bank group of companies) to claims from third parties or reputational damage or legal action or censure from any governmental, inter-

governmental or supranational body, agency, department or regulator, law enforcement agency or other competent authority. We will tell You if You try to make such a payment transaction; or

- (k) Our security controls require You to produce additional identification or confirmation of payment or prevent Us carrying out the payment transaction (for example, We reserve the right to limit the amount of cash that You can withdraw from Your account at any one time).

9.2 We may refuse to carry out any transaction on Your Account where any of these General Terms and Conditions or any of the Special Terms and Conditions has not been complied with, or where it would be unlawful for Us to do so.

- 9.3 We may stop the use of any Card or Service if We reasonably believe that:
- (i) The security of Your Account has been breached;
 - (ii) There may have been an unauthorised or fraudulent transaction on Your Account;
 - (iii) There is a credit facility on Your Account (such as an overdraft), and there is a significantly increased risk that You may be unable to pay Us what You owe (for example where We have reasonable grounds for believing that You are bankrupt or insolvent or have entered into a voluntary arrangement with Your creditors);
 - (iv) We have to do so under an applicable law or regulation or order of a court or other regulatory body.

Where reasonably possible (and where it would not be a breach of security or be against the law), We will attempt to contact You either by telephone or in writing when We take action under either Clause 9.2 or Clause 9.3, and explain Our reasons for doing so. If We cannot contact You in advance, We will attempt to contact You as soon as possible afterwards (and in any event, no more than three days after We received the relevant payment instruction).

9.4 Where We have taken action under this Clause 9, unless We terminate the agreement as a result, We will allow the normal use of Your Account to resume as soon as practicable once Our reasons for taking such action cease to exist.

10. Payments from Your Account - Cheque Book Service

- 10.1 We may provide You with a cheque book to enable You to make payments from Your Account. Provision of a cheque book with Your Account is a Service and is subject to these General Terms and Conditions and any Special Terms and Conditions for Your Account. Full details are available from Your Branch. This Service is not available with savings Accounts.
- 10.2 When You give someone a sterling cheque drawn on Your Account with Us the Cheque Clearing System rules will apply and the cheque will be processed in accordance with the time periods set out in Part 2 of the Payment Table.
- 10.3 You agree that once a cheque is presented for payment the original cheque will be destroyed within three Business Days. You have a right to request an image of the cheque once it has been paid. Images of paid cheques will not normally be returned to You, however if there is a dispute with Us about a cheque paid out of the Account, We will give You an image of the cheque as evidence. We agree that the image of the cheque will be created and produced in compliance with the rules of the Cheque Clearing System. A copy of the rules of the Cheque Clearing System is available on request. You agree that,

provided We can give You an image of the cheque, as set out in this clause, We will not be responsible to You if You suffer any loss as a result of the original cheque having been destroyed.

We can also supply You with a certified image of the cheque subject to the payment of the relevant fees and service charges set out in Our 'Fees and service charges explained' leaflet.

10.4 You should ensure that You have enough money in Your Account or a sufficient Arranged Overdraft on Your Account to cover the amount of the cheque from the time that You give the cheque to the Payee up until the time when the cheque is paid. A cheque that is drawn on Your Account may be presented through the Cheque Clearing System or the Payee may choose to specially present it for payment. Where a cheque is specially presented for payment We will make the decision to either pay the cheque or not pay the cheque as soon as it is presented and the rules of the Cheque Clearing System will not apply. We reserve the right not to pay a cheque for any of the reasons set out in the Cheque Clearing System rules.

- 10.5 You must ensure that You write cheques
- (a) in pounds sterling only;
 - (b) in pen only;
 - (c) carefully, in order to prevent alterations and forgeries. You should draw a line through unused space on the cheque so unauthorised people cannot add extra numbers or names. If You are paying a cheque to a large organization, such as HM Revenue & Customs (HMRC), You should write on the cheque the name of the Account You want the cheque paid into. For example, "HM Revenue & Customs only - Reference xxyyzz". If You are writing a cheque to a bank or building society, You should not make the cheque out simply to that organisation. You should add further details into the Payee line, such as the name of the person to whom the money is being paid, (for example xyz bank re: A Smith reference number XXXX).

10.6 We will not normally pay a cheque more than six months after the date shown on it.

- 10.7.1 If You have issued a cheque and then decide to stop payment, You can do so, providing that We have not already made the decision to pay the cheque. A decision to pay the cheque can be made at any time after midnight on the Business Day after the cheque was deposited. If the cheque has been specially presented for payment then the decision will be made as soon as the item is presented. To cancel a cheque, time is of the essence, and We recommend that You contact Us immediately in the following way: telephone Us at 0345 6002882. Lines are open between 8am and 6pm Monday to Friday and between 9am and 1pm on Saturdays, except for bank holidays or other holidays in Northern Ireland when the bank is not open for business. Call charges may vary. Please contact Your phone company for details. We may record or monitor calls to confirm details of Our conversations, and for verification and quality purposes. We can only accept an instruction to cancel a cheque when the telephone lines are open. You may also decide to contact Us in other ways, such as by calling at Your branch, or by writing to Us or by using secure mail from eBanking. If You use any of these methods there will be a delay before We can action Your request.

- 10.7.2 To cancel a cheque You will need to provide Us with the following information
- (a) the date it was written;
 - (b) the number of the cheque;
 - (c) who it was made payable to; and
 - (d) the amount.
- We may ask You to confirm this information to Us in writing. We will use best endeavours to carry out Your instructions as soon as reasonably possible but We cannot guarantee that We will be able to cancel the cheque once it has been deposited to an Account. There is normally a charge for cancelling a cheque as stated in Our 'Fees and service charges explained' leaflets.
- 10.8 When We need to tell You that one of Your cheques or other items has been returned unpaid, We will do this either by letter or by such other means as We deem appropriate.
- 10.9 You must not write a cheque with a future date on it as it may not prevent the Payee from paying it into their bank before that date.
- 10.10 If You believe Your cheque book or cheques are lost or stolen, or if You believe that someone has signed one of Your cheques without Your permission, You must contact Us immediately.
- 11. 24 Hour Telephone Banking and eBanking**
The provision of 24 Hour Telephone Banking and/or eBanking Services are Services which may be available with Your Account. Provision of these Services is subject to the Special Terms and Conditions for those Services. These Services are subject to periods of routine maintenance.
- 12. Debit Cards**
The provision of a Card is a Service that may be available with Your Account. Provision of this Service is subject to the Special Terms and Conditions applicable to the Card. This Service is not available with a savings Account save and except for the SaverPlus Account.
- 13. Branch Service**
- 13.1 The addresses and contact details for all Danske Bank branches in the UK can be found on Our Website. If You wish to write to the Bank then You should use the following address irrespective of where Your Branch is: - Danske Bank PO Box 2111 Belfast BT10 9EG.
- 13.2 The provision of branches where a counter service is available is a Service that is subject to the Special Terms and Conditions for Your Account. We do not provide a counter service outside Northern Ireland If this is something You require You should discuss this with Your branch.
- 13.3 If We plan to close or move Your Branch, We will tell You at least twelve weeks beforehand. We will inform You how We will continue to provide banking services to You.
- 13.4 We may vary banking hours, banking practices and similar matters by giving You at least thirty days' notice in writing or by general notice in Our branches or in the press. If the variation is significant, in Our reasonable opinion, it will be advised to You by notice in writing.
- 14. Arranged and Unarranged Overdrafts**
Warning
The Debit interest rate applicable on Your Account is set out in Our 'Interest rates' leaflet. You should read this leaflet carefully before applying for an overdraft.
- 14.1 The provision of any overdraft is a Service that may be available on Your Account. Provision of this Service is subject to these General Terms and Conditions and to any Special Terms and Conditions for Your Account. This Service is not available with a savings Account.
- 14.2 An overdraft is only available if You are over 18 years old. An overdraft is repayable on demand. This means that We can require You to repay all the sums You owe Us on the Account at any time, even if We have agreed a longer period for the overdraft with You.
- 14.3 If this Service is available with Your Account then You can agree the amount of the overdraft with Us in advance. This is called an Arranged Overdraft. You will be issued with a facility letter setting out the conditions that apply, in addition to these General Terms and Conditions.
- 14.4 You can also agree with Us the amount of any temporary extension to an existing Arranged Overdraft. This is known as an arranged excess. The Arranged Overdraft Interest rate will apply to the total of the Arranged Overdraft and the arranged excess. In all other respects the Terms and Conditions as set out in the Facility Letter for Your Arranged Overdraft will also apply to the arranged excess.
- 14.5 If You do not agree with Us the amount of any temporary or other extension to an existing Arranged Overdraft then We will treat this as an application for an Unarranged Overdraft. The Arranged Overdraft Interest rate will apply to the amount of Your overdraft which is within Your Arranged Overdraft limit.
- 14.6 If You try to make a payment out of Your Account (known as presenting an item for payment, such as a cheque, a Card payment, a Direct Debit or a Standing Order) or interest or a fee or service charge is applied to Your Account which would have the effect of creating an overdraft the amount of which has not been previously agreed by Us then We will treat this as an application for an Unarranged Overdraft.
- 14.7 If We decide to grant You an Unarranged Overdraft by allowing a payment despite lack of funds then the item presented for payment will be paid. If We grant You an Unarranged Overdraft then it does not mean (a) that any Arranged Overdraft has been created or (b) that the limit on any Arranged Overdraft has been increased or (c) that We will pay any other item in the future which would have the same effect. We are not committed to pay any other items up to such amounts.
- 14.8 If We decide not to grant You an Unarranged Overdraft by refusing a payment due to lack of funds then the item presented for payment will be returned unpaid and an unpaid transaction fee, as detailed in Our 'Fees and service charges explained' leaflets, will be applied to Your Account.
- 14.9 If You have an overdraft on the Account We may use monies held in other accounts in Your name to pay off the overdraft. This is sometimes known as the Bank's right of set off. We will tell You at least fourteen days before we exercise Our right of set off. If You have provided the Bank with security (e.g. a mortgage over land) then that security may also be available to Us in respect of the Overdraft.
- 14.10 We will calculate Debit Interest on a daily basis on the cleared debit balance on Your Account. An item is

included in the cleared debit balance from the Value Date for purposes of calculation of interest. We will calculate this interest at the end of each calendar month. If You are due to pay interest, before We charge the interest to Your Account, We will write to You at the end of the calendar month and tell You the amount We will charge and when. If You receive Your statements electronically, We will send this letter to You electronically. Further details about the Debit Interest rates payable on Your Account are set out in Our 'Interest rates' leaflet.

14.11 Overdraft Alerts

14.11.1 If You have provided Us with Your mobile telephone number then We will send You a text message to alert You if there is not enough money in Your Account to pay an item that has been presented or if paying it would take You past Your Arranged Overdraft limit. The text message will tell You the time by which You need to deposit or transfer money to Your Account to avoid incurring fees and charges and to be sure that the item will be paid. If enough money is not deposited then, as set out in Clauses 14.5 and 14.6 We will treat this as an application for an Unarranged Overdraft and the provisions of Clauses 14.7 and 14.8 will apply as appropriate. If You have not provided Us with Your mobile telephone number or You have opted out of receiving Unarranged Overdraft alerts then We will be unable to send You an alert and You may incur avoidable fees and charges as a result.

14.11.2 If You have provided Us with Your mobile telephone number and You have an Arranged Overdraft on Your Account, then We will send You a text message to alert You when You have begun using Your Arranged Overdraft. The text message will also tell You that fees and charges may be incurred as a result of using Your Arranged Overdraft. If You have not provided Us with Your mobile telephone number or You have opted out of receiving Arranged Overdraft alerts then We will be unable to send You an alert and You may incur avoidable fees and charges as a result.

14.11.3 If You do not wish to receive these text messages then please contact Us and We will record this on Our systems and will no longer send You alerts. If You change Your mind, You can ask to start receiving alerts again at any time.

15. Fees and Service Charges

15.1 Before You enter into any Agreement for an Account with Us, We will provide You with a Fee Information Document ("FID") setting out the most representative services related to that Account and subject to a fee. A glossary describing these services will also be made available on Our Website at danskebank.co.uk.

15.2 Details of current fees and service charges (including fees and charges in relation to Payment Services) that apply to Your Account are also published in Our 'Fees and service charges explained' and 'Fees and services charges explained - foreign payments' leaflets, which are available at any Branch and on Our Website.

15.3 You agree to pay the fees and service charges applicable to the Account and Your use and operation of the Account and Our Services as shown in the FID and in Our 'Fees and service charges explained' and 'Fees and services charges explained - foreign payments' leaflets from time to time and whether or not these fees and service charges are referred to

elsewhere in these Terms and Conditions.

15.4 We will notify You in accordance with Clause 27 if We introduce or vary a fee or service charge relating to Your Account for a Service You use on Your Account.

15.5 There may be taxes or costs, some of which are not paid through Us or imposed by Us and for which You may be liable. We cannot provide You with tax or legal advice and We recommend You speak to an independent adviser.

16. Interest on Your Account

16.1 Details of the current interest rates on Your Account are published in Our 'Interest rates' leaflet which is available at any Branch and on Our Website.

16.2 Credit Interest

16.2.1 Credit Interest rates are based on a rate that We determine internally.

16.2.2 We may decrease the Credit Interest rates (or decrease the Credit Interest rate that is applied depending on the balance held in an Account) by agreement with You for one or more of the following reasons:

- (a) To respond reasonably to a change in the Bank of England Bank Rate or any other publicly-listed market rate;
- (b) to reflect the introduction or development of new systems, methods of operation, services or changes in technology (including expected changes) provided that the change is a reasonable response to the underlying reason for the change;
- (c) to maintain or improve operating conditions or service levels;
- (d) to reflect the genuine increased costs of providing Your Account, including for example the cost of introducing, developing, running and/or maintaining systems and services;
- (e) to respond reasonably to any change or expected change in market conditions, general banking practice or the cost of providing services to customers;
- (f) to respond reasonably to legal or regulatory changes. This would include:
 - Changes in general law or decisions of the Financial Ombudsman Service,
 - Changes in regulatory requirements,
 - Changes in industry guidance and codes of practice which raise standards of consumer protection;
- (g) to ensure that Our business as a whole is profitable and that Our product range and charging structure enables Us to achieve Our business and strategic objectives (which are set internally) - provided that any such change is reasonable and does not result in an Account Holder being treated unfairly;
- (h) to make these General Terms and Conditions or any Special Terms and Conditions fairer or clearer for You provided that any such change does not materially alter the Agreement that You have entered into with Us;
- (i) To make changes and improvements to Our products, services or charging structures where the changes are of benefit to You or where the changes make it easier for You to manage Your Account; or where the changes provide You with alternative or more cost effective ways to manage Your Account;

- (j) For a reason not set out herein but otherwise expressly notified to You in writing provided that any reduction in the Credit Interest rate (or variation of the Credit Interest rate is applied depending on the balance held in an Account) for this reason is a reasonable response to the underlying reason and strikes a fair balance between Our legitimate interests and Your own interests.

Unless the Special Terms and Conditions for Your Account state otherwise, where We decide to reduce the Credit Interest rate We will always give You at least 2 months' notice before doing so. You will be able to end the agreement before the end of the notice period without incurring any extra charges.

- 16.2.3 We may increase the Credit Interest rate payable on any Account immediately. We will advise You of any increase in the Credit Interest rate on Your statement of Account.
- 16.2.4 Details of the Credit Interest rates payable on any Account are set out in Our 'Interest rates' leaflet. We will calculate the Credit Interest on a daily basis on the cleared credit balance on Your Account.
- 16.2.5 Credit Interest will be paid gross - this means that We will not deduct any income tax from the amount of interest that is credited to Your Account. In certain circumstances You may have to make arrangements to pay tax on the credit interest that is paid into Your Account. This will depend on Your total taxable income, the total amount of credit interest that You receive and Your Personal Savings Allowance. It is Your responsibility to pay any tax that may be due. We cannot provide You with tax or legal advice and We recommend You speak to an independent adviser.

16.3 Debit Interest

- 16.3.1 If any Debit Interest is to be charged then this will be applied in accordance with Clause 14.10.
- 16.3.2 The Debit Interest rates are made up of two parts - The Bank of England Bank Rate and a Margin determined by Us ("the Margin") over the Bank of England Bank Rate. Both of these parts are variable. If there are any changes to the Bank of England Bank Rate We will change the Debit Interest Rate applicable to Your Account immediately. The change will be applied with effect from the start of the Business Day immediately following the day that the Bank of England announces a change to its Bank Rate. We will inform You through notices in Our branches and advertisements in the press within three Business Days of the change taking effect. The newspapers We normally use are the Belfast Telegraph and/or the Irish News and/or the News Letter. The rates may also be obtained by telephoning any branch or by visiting Our Website. In certain circumstances We may also advise You personally about changes to the Bank of England Bank Rate.

- 16.3.3 We may decide to increase the Margin that applies to any of Our Debit Interest rates by agreement with You for one or more of the following reasons:
- (a) to reflect the introduction or development of new systems, methods of operation, services or changes in technology (including expected changes) provided that the change is a reasonable response to the underlying reason for the change;
 - (b) to respond reasonably to a change in the risk presented by a customer or a group of customers;
 - (c) to maintain or improve operating conditions or service levels;
 - (d) to reflect the genuine increased costs of providing Your Account, including for example the cost of introducing, developing, running

- and/or maintaining systems and services;
- (e) to respond reasonably to any change or expected change in market conditions, general banking practice or the cost of providing services to customers;
- (f) to respond reasonably to legal or regulatory changes. This would include:
 - Changes in general law or decisions of the Financial Ombudsman Service,
 - Changes in regulatory requirements,
 - Changes in industry guidance and codes of practice which raise standards of consumer protection;
- (g) to ensure that Our business as a whole is profitable and that Our product range and charging structure enables Us to achieve Our business and strategic objectives (which are set internally) - provided that any such change is reasonable and does not result in an Account Holder being treated unfairly;
- (h) to make these General Terms and Conditions or any Special Terms and Conditions fairer or clearer for You provided that any such change does not materially alter the Agreement that You have entered into with Us;
- (i) To make changes and improvements to Our products, services or charging structures where the changes are of benefit to You or where the changes make it easier for You to manage Your Account; or where the changes provide You with alternative or more cost effective ways to manage Your Account;
- (j) For a reason not set out herein but otherwise expressly notified to You in writing provided that the reason is a reasonable response to the underlying reason and strikes a fair balance between Our legitimate interests and Your own interests.

Where We decide to increase the Margin We will always give You at least 2 months' notice before doing so. You will be able to end the agreement before the end of the notice period without incurring any extra charges. If You end the agreement You will have to repay any overdrawn amount.

- 16.3.4 We may decide to reduce the Margin immediately for any valid reason. We will advise You of any reductions in the Debit Interest rate on Your statement of Account.

17. Exchange Rates

- 17.1 We may agree to accept credits to Your Account or make debits from Your Account in a currency other than sterling.
- 17.2 If We do so, We will use Our rate of exchange (known as the 'Danske Bank Exchange Rate (UK)') for the relevant currency on the applicable day at such time as We may select. For transactions over £25,000 (twenty five thousand pounds sterling) the rate of exchange will always be at least equal to the published rate and is usually better.
- 17.3 We calculate the Danske Bank Exchange Rate (UK) for the relevant currency on a daily basis. You may obtain details of the Danske Bank Exchange Rate (UK) for the relevant currency by enquiring at any Branch or by telephoning Us. We reserve the right to change the Danske Bank Exchange Rate (UK) for the relevant currency immediately and at any time of the day depending on market conditions.
- 17.4 If the Danske Bank Exchange Rate (UK) does not apply then We will tell You in the Special Terms and Conditions for the relevant product or Service.

18. Statements

- 18.1 Unless We tell You otherwise in the Special Terms and Conditions for Your Account We will provide You with a statement at the end of the month, free of charge, if during that calendar month there has been a payment transaction on Your Account. You should always check Your statements carefully and if there is any transaction on Your Account which is not correct or which You do not recognise then You may be able to make a claim as set out in Clause 6.4.
- 18.2 We will provide You with a statement by posting it to You at the address that You have provided unless You have told Us that You want to exercise the option set out at Clause 18.3. The statement will be provided to the Account-Holder who is the first named Account-Holder on Our records unless We have agreed something different with You.
- 18.3 If You do not wish to receive paper statements, You can opt instead to receive Your statements in Your electronic mailbox. The Account statements that We can send in this way are listed on the eBanking pages within Our Website. That list includes Our current accounts and most of Our savings accounts. It does not include Our Credit Card Account statements. If You have a credit card account with Us then You will need to refer to the Credit Card Terms and Conditions for information on Your statement options. You can exercise this option if You are registered for an electronic mailbox with Us. You will need to tell Us that You want to exercise this option each time that You open a new Account with Us or, if You are not registered for an electronic mailbox, when You first register for that Service. Where You select this option You will receive all Your statements (subject to this Clause 18.3) in Your electronic mailbox since We cannot currently allow You to opt to have only some of Your statements to be delivered in this way. Where You select this option You will be asked to provide an email address so that We can notify You each time that a statement has been sent to Your electronic mailbox.
- 18.4 If You require additional statements or duplicate statements then You will have to pay Our fees and service charges as set out in Our 'Fees and service charges explained' leaflet.
- 18.5 Information about payment transactions on Your Account is also available free of charge on eBanking and 24 Hour Telephone Banking (where You are registered for these Services) or by requesting a mini statement at one of Our cash machines, where You have a Debit Card.
- 18.6 If there are no payment transactions on Your Account, statements will be sent on a frequency which is agreed with You - usually at the end of June and the end of December each year. We will also send You an annual Statement of Fees ("SOF") setting out all of the fees and interest that have been charged to Your Account.

19. Security

- 19.1 Where We have issued You with Personalised Security Credentials to use any of Our Services You must follow the steps that We have set out in the Special Terms and Conditions for that Service to keep those Personalised Security Credentials safe. This will apply where You use Our eBanking, 24 Hour Telephone Banking or Debit Card Services. If You suspect that Your Personalised Security Credentials may have been lost, stolen or otherwise compromised then You should contact Us as set out in Clause 7.

- 19.2 We will only contact You in one of the following secure ways if We need to tell You that there has been fraudulent activity (or We suspect that there has been fraudulent activity) on Your Account or that the security of Your Account may be at risk. We will contact You:

- (i) by phoning You using the telephone contact details We hold for You on Our records. We shall identify You by asking a number of security questions. We will NEVER ask You to reveal any of Your Personalised Security Credentials such as any of Your PIN numbers or any part of Your Electronic Signature or Your Card details; or
- (ii) where We hold a mobile phone number for You, by sending You an SMS to the mobile phone number which We hold on Our records. The SMS message will ask You to contact Us by phoning the number which can be obtained from the back of Your Card or from Our Website. The SMS will NEVER ask You to reveal any of Your Personalised Security Credentials such as any of Your PIN numbers or any part of Your Electronic Signature or Your Card details. The SMS will NEVER contain a phone number or link which, if selected, will ask You to reveal any of these details; or
- (iii) where You are registered for eBanking, by sending You a secure mail; or
- (iv) by sending a letter addressed to You at the address that We hold for You on Our records. The letter will always quote at least the last 4 digits of Your Account Number.

- 19.3 If You are contacted by someone who states that he/she is a representative of the Bank or the police or some other law enforcement agency or from a telecommunications or information security support company, and he/she proceeds to ask You to reveal any of Your Personalised Security Credentials, then You should not provide any information. It is likely that the person contacting You is a fraudster. Instead You should contact Us in one of the ways set out in Section 1 Part 1 of these General Terms and Conditions - Personal. You can find useful information on how to protect yourself from fraud on Our Website at danskebank.co.uk/ebankingsecurity.

20. Closing the Account

- 20.1 We can terminate this Agreement and close Your Account by giving You at least two months' notice. We can do this for one of the following reasons:
- (a) We have reasonable grounds to believe that You are no longer using the Account;
 - (b) We, acting reasonably, are dissatisfied with the way that You are operating the Account. This could arise for example where there are a significant number of payment instructions which We cannot comply with because You do not have enough money in Your Account or where the amount of time that We have to spend on the administration of Your Account exceeds what We would consider to be reasonable;
 - (c) You have failed, within a reasonable period of time, to provide Us with information which We may reasonably expect You to provide to Us in connection with the operation of Your Account;
 - (d) To comply with any changes in law or regulation, including decisions of the courts or Financial Ombudsman;
 - (e) To ensure that Our business is profitable and competitive and that Our product range enables Us to achieve Our business and strategic objectives;

- (f) For any other valid reason - provided that the closure of Your Account is a proportionate and reasonable response to the underlying reason.
- If We close Your Account, money can be taken out of Your Account by Us to cover any money owed including interest and service charges.
- 20.2** You may close the Account at any time without penalty by contacting Us. We may ask You to put Your request in writing. Closure following such notice will only take effect when any outstanding transactions are completed. We may ask You to give Us back Your cheque book and Cards (if applicable) and You must pay anything which You owe on the Account including interest and service charges. When You have closed the Account, You must cut any Cards vertically through the magnetic stripe and electronic chip on the Card.
- 20.3** We may treat this Agreement as unenforceable or void in the event that You breach any of the conditions of this Agreement. In these circumstances We may close Your Account immediately. We will only exercise Our rights under this Clause 20.3 in the following circumstances:
- We reasonably consider that by continuing the Agreement We (or another member of the Danske Bank group of companies) might break a law, regulation, code, court order, sanction (whether or not imposed in the UK), or other duty, requirement or obligation which might expose Us (or another member of the Danske Bank group of companies) to claims from third parties or reputational damage or to legal action or censure from any governmental, inter-governmental or supranational body, agency, department or regulator, law enforcement agency or other competent authority;
 - You are bankrupt or insolvent or have entered into a voluntary arrangement with Your creditors;
 - You act, or are suspected of acting, fraudulently or with negligence or You use (or You knowingly allow someone else to use) Your Account illegally or for criminal activity (including receiving proceeds of crime into Your Account);
 - We suspect that there is a threat to the security of Our systems;
 - Your relationship with Us has broken down or You have shown threatening or abusive behaviour towards any member of Our staff; or
 - You are in breach of any material obligation under these General Terms and Conditions and any Special Terms and Conditions and You have failed to remedy the breach within a reasonable time of Us requesting You to do so.
- 20.4** Any termination of this Agreement by whatever means is without prejudice to liabilities accrued prior to such termination.
- 21. Package Agreements with Us**
- 21.1** You may apply for a Package with Us subject to the Special Terms and Conditions for each of the Accounts, Services and benefits that are included in the Package. If You select a Package then You will complete a Customer Agreement.
- 21.2** If the Package and/or any Account, Service or benefit of the Package selected by You is provided to You at a discounted rate because of other arrangements between You and/or a third party with the Bank, the Bank reserves its right to levy the standard fees and service charges applicable to the Package and/or the Accounts, Services or benefits upon termination of those other arrangements.
- 21.3** You may terminate Your Customer Agreement at any time in accordance with Clause 20.
- 21.4** We may terminate Your Customer Agreement at any time by giving You at least two months' written notice in accordance with Clause 20.
- 21.5** The termination of Your Customer Agreement by any means will (subject to these General Terms and Conditions and to any Special Terms and Conditions of each Account, Service or benefit) cause the termination of the Account, Service or benefits that are part of the Package.
- 21.6** Any termination of Your Customer Agreement by whatever means is without prejudice to liabilities accrued prior to such termination.
- 22. Dormant Accounts**
- 22.1** We participate in the unclaimed assets scheme established under the Dormant Bank and Building Society Accounts Act 2008. The purpose of the scheme is to enable money in dormant accounts (i.e. balances in accounts that have been inactive or dormant for 15 years or more) to be distributed for the benefit of the community while protecting the rights of customers to reclaim their money. Under the scheme, We may transfer balances of dormant accounts to Reclaim Fund Ltd (RFL).
- 22.2** RFL is a not-for-profit reclaim fund which is authorised and regulated by the Financial Conduct Authority. If We transfer the balance of Your Account to RFL, You will have against RFL whatever right to payment of Your balance You would have had against Us if the transfer had never happened. However, We will remain responsible for managing all aspects of the customer relationship with You and for handling all repayment claims (which We will do on behalf of RFL). Therefore, You should continue to contact Us in the usual way if You have any queries or complaints in relation to Your Account or balance.
- 22.3** Both We and RFL participate in the Financial Services Compensation Scheme (FSCS). The transfer by Us to RFL of Your balance will not adversely affect any entitlement You have to compensation from the FSCS.
- 22.4** Before We classify an Account as dormant, We will try to contact You, making reasonable endeavours having regard to all the circumstances and seek Your instructions. If Your Account is classified as dormant then We will close Your Account and all Services on the Account, including statements and correspondence will be terminated.
- 22.5** Funds transferred to the unclaimed assets scheme will remain Your property (or if You die it will form part of Your estate unless the Account is a joint Account in which case it will usually pass to the surviving Account Holder(s)).
- 23. Cancellation Rights under the Financial Services (Distance Marketing) Regulations 2004**
- 23.1** If You are not happy about Your choice of Account You may cancel within fourteen days of the day after:
- the day of the conclusion of the contract (which is the date upon which the Account is opened); or
 - the day You receive the Terms and Conditions, whichever is the later.
- Your right to cancel will lapse on the expiry of this period in which event You will be bound by the Agreement. You can cancel the Agreement by contacting Us. If You exercise this cancellation right We will give You all of Your money back with any interest due to You within thirty days of the date You cancel, less any service charges which We are entitled to make for any Services which We have provided. If You request it, We will be happy to help You to switch to another one of Our accounts.

- 23.2 Any cancellation of the Agreement is without prejudice to liabilities accrued prior to cancellation. Where You have incurred any overdraft amount and/or any Debit Interest and/or any service charges in relation to the Account before You cancel the Agreement, You will have to pay Us within thirty days of the date You cancel all such outstanding amounts incurred. This amount will include any further Debit Interest which continues to accrue in accordance with these General Terms and Conditions and any Special Terms and Conditions relating to Your Account during the period until full repayment is made. The Arranged Overdraft Interest Rates and all service charges relating to Your Account are set out in Our 'Interest rates' and 'Fees and service charges explained' leaflets respectively.
- 24. Change of Personal Details**
- 24.1 You must inform the Bank of any change of name, address, phone number or email address as soon as reasonably practicable by giving notice to Your Branch.
- 24.2 If correspondence is returned to Us by the postal authorities then We will not be able to send You important information about Your Account. This may also mean that We are unable to send You the Personalised Security Credentials to operate Your Account. We will hold mail for You to collect from Your Branch. If Your Account has an Additional Cardholder then this Condition also applies to the Additional Cardholder.
- 24.3 If You change Your mobile phone number then You should inform Us immediately. If We do not have this information then We may continue to send text alerts to You which could include text alerts if Your Account goes into an Unarranged Overdraft or a text alert asking You to contact Us in relation to a Service that We offer.
- 24.4 If You change Your email address then You should inform Us immediately. If We do not have this information then We may continue to send email messages to You which could include alerts about Your Account including alerts about information that We have sent to Your secure mail in eBanking or Your electronic mailbox (where You have that Service).
- 25. Use of Your personal and business information**
- 25.1 In order to provide You with banking services, including advice and products, and also to meet Our legal obligations as a financial institution, We will collect and use Your personal and, if You are a business customer, Your business information. You can read more about what personal information We hold, how We use it and Your rights in Our data protection privacy notice, 'How we use your personal and business information', which can also be provided in hard-copy for You.
- 25.2 If You use the services of a TPP to provide You with Account Information Services then Clause 8 applies. If You use the services of a TPP to provide You with Payment Initiation Services then Clause 5.5.9 applies. TPPs which are authorised and regulated by the FCA must comply with their obligations under the Payment Services Regulations.
- 25.3 We are prepared to provide banker's references. However, We will only do so with Your prior written consent.
- 26. Notices and communication**
- 26.1 Notices and other communications between You and Us in relation to this Agreement should be given in writing unless:
- (i) otherwise agreed between Us; or
 - (ii) We determine otherwise. This would apply for example where We need to contact You urgently.
- 26.2 Where You have an electronic mailbox with Us, then We may send communications to You using secure mail in eBanking or using Your electronic mailbox facility. We can only send important information about changes to Your Account in this way where You have subscribed for Notifications within Your electronic mailbox or where We have an email address for You. We will use Your email address to alert You to the information that We have made available in Your electronic mailbox or secure mail.
- 26.3 Where You have provided Us with Your mobile number We may send information by SMS.
- 26.4 Unless We have agreed with You that You can communicate with Us in some other way, You should give notices to Us in writing by post to Our registered address or by writing to Danske Bank at PO Box 2111 Belfast BT10 9EG. You can also give notices to Us through secure mail in eBanking or Mobile Banking. The date of receipt of a notice given by You to Us under this Clause 26.4 or through secure mail, is deemed to be the date of actual receipt by Us or where that day is not a Business Day, the next Business Day. If You choose to write to Us at a different address to that set out in this Clause 26.4 or through secure mail, then there may be a delay in processing Your correspondence. For further information, please see 'How You can contact Us' section.
- 27. Variation of these Terms and Conditions**
- 27.1 We may, for any reason set out in Clause 27.7 below:
- (a) introduce a fee or service charge relating to the Account and/or vary the amount, frequency or time for payment of any fees or service charges relating to the Account, Service or Package;
 - (b) add to, remove, change or impose restrictions on the benefits of the Account, Service or Package;
 - (c) make any change to these General Terms and Conditions or to any Special Terms and Conditions for Your Account or any Service.
- 27.2 This Clause 27 does not apply to changes in interest rates or exchange rates which are dealt with in Clauses 16 and 17.
- 27.3 Unless the Special Terms and Conditions for Your Account state otherwise, where We make a change as set out in Clause 27.1 We will always give You a minimum of 2 months' written notice and if You are not happy with the change then You can end Your Agreement with Us and close Your Account without having to pay any extra charges.
- 27.4 We may communicate such changes by sending a summary of the proposed changes to You. This summary will contain a reference to Our Website, where We will provide detailed information relating to the changes and/or revised terms and conditions. However, if You so request, We will send You hard copies of the detailed information and/or a copy of the revised terms and conditions. If We have made a major change or a lot of minor changes in any one year, We will provide You with a copy of the new terms and conditions or a summary of the changes.
- 27.5 Once We have given You notice of the proposed changes, if You do not tell Us that You object to the changes, before the date on which they are due to come into effect, then they will take effect on the date indicated.
- 27.6 In the event of any change in applicable law or regulation, or in other circumstances outside Our control, We may give a shorter period of notice as

We consider, on reasonable grounds, to be justified. We may also make a change to these terms and conditions where the change applies to any part of a payment transaction which takes place outside (i) the United Kingdom or (ii) the Qualifying Area in relation to payment transactions in euro. If this applies and the change is to Your disadvantage We will give You reasonable notice before the change takes effect. If the change is to Your advantage then We will make the change and tell You about it as soon as reasonably possible.

- 27.7 The changes referred to in Clause 27.1 will be made for one or more of the following reasons:
- (a) by agreement with You;
 - (b) to reflect the introduction or development of new systems, methods of operation, services or changes in technology (including expected changes) provided that the change is a reasonable response to the underlying reason for the change;
 - (c) to maintain or improve operating conditions or service levels;
 - (d) to reflect the genuine increased costs of providing Your Account, including for example the cost of introducing, developing, running and/or maintaining systems and services;
 - (e) to respond reasonably to any change or expected change in market conditions, general banking practice or the cost of providing services to customers;
 - (f) to respond reasonably to legal or regulatory changes. This would include:
 - Changes in general law or decisions of the Financial Ombudsman Service,
 - Changes in regulatory requirements,
 - Changes in industry guidance and codes of practice which raise standards of consumer protection;
 - (g) to ensure that Our business as a whole is profitable and that Our product range and charging structure enables Us to achieve Our business and strategic objectives (which are set internally) - provided that any such change is reasonable and does not result in an Account Holder being treated unfairly or experiencing poor outcomes;
 - (h) to make these General Terms and Conditions or any Special Terms and Conditions fairer or clearer for You provided that any such change does not materially alter the Agreement that You have entered into with Us;
 - (i) To make changes and improvements to Our products, services or charging structures where the changes are of benefit to You or where the changes make it easier for You to manage Your Account; or where the changes provide You with alternative or more cost effective ways to manage Your Account;
 - (j) For a reason not set out herein but otherwise expressly notified to You in writing provided that the reason is a reasonable response to the underlying reason and strikes a fair balance between Our legitimate interests and Your own interests.

28. General

- 28.1 Nothing in this Agreement shall:
- (a) exclude or restrict the Bank's liability for fraudulent misrepresentation by the Bank, its employees, officers or agents or for death or

personal injury resulting from the negligence of the Bank, its employees, officers or agents; or
(b) operate so as to reduce Your statutory rights relating to faulty or misdescribed Services where the Bank's Services are supplied to You as a consumer. For further information about Your statutory rights contact Your local Trading Standards Department or Citizens Advice Bureau.

- 28.2 We may comply with the terms of any Court Order or other analogous proceedings (where We are advised to do so) and may stop or suspend the operation of Your Account or any Service on Your Account in order to comply with such proceedings.
- 28.3 You may not assign, sub-licence, transfer or otherwise dispose of any of Your rights or sub-contract, transfer or otherwise dispose of any of Your obligations under this Agreement without Our prior written consent.
- 28.4 We may sub-contract Our rights or obligations under this agreement to Our sub-contractors and any sub-contracting shall not affect Our responsibilities and liabilities under this Agreement.
- 28.5 We may at any time assign all or part of Our rights under this Agreement (which include Our rights to payment of any sums due by You) and may disclose to any potential assignees such information regarding You and Your affairs as We may see fit. We will not assign Our rights where this might serve to reduce the guarantees for You.
- 28.6 If any provision of this Agreement is held to be unenforceable, it will not affect the validity and enforceability of the remaining provisions and will be replaced by an enforceable provision that comes closest to the intention underlying the unenforceable provisions.
- 28.7 Failure or delay by either party in enforcing any term of this Agreement shall not constitute a waiver of such term.
- 28.8 The parties do not intend that any term of this Agreement shall benefit or be enforceable by a third party by operation of The Contracts (Rights of Third Parties) Act 1999.

29. Right of Set-off

If any money You owe Us (for example on a loan, credit card, mortgage, overdraft on a current account or any other type of account) is overdue for payment, We may use any money You have in any of Your Accounts with Us to reduce, or repay, what You owe by way of set-off. We can use this right of set-off against accounts which are in Your sole name as well as joint accounts You hold with Us. We will tell You at least 14 days before We exercise this right of set-off.

30. Governing Law

This Agreement is governed by the laws of Northern Ireland, Scotland or England and Wales, depending on where You live, as shown on Our records and Your statements. Disputes arising out of or relating to this Agreement not settled to the parties' satisfaction are subject to the non-exclusive jurisdiction of the courts of Northern Ireland, Scotland or England and Wales, again depending on where You live, as shown on Our records and Your statements.

Payment Table

The timetable set out in the Payment Table may be suspended where there are abnormal or unforeseeable circumstances beyond our control, the consequences of which would have been unavoidable despite all our efforts to the contrary. We also reserve the right to suspend or delay a payment either into or out of your account where we, acting reasonably, decide to carry out further checks. In these circumstances we will still seek to comply with our statutory obligations for execution of the payment under the Payment Services Regulations 2017 (as amended).

The Payment Table assumes the following:

- payments are in sterling, unless it says otherwise.
- the entry date is a Monday.
- there are no non-Business Days in the relevant period.

The Payment Table only applies to those parts of the transaction which take place (i) wholly within the United Kingdom where the payment transaction is in sterling; and (ii) wholly within the Qualifying Area where the payment transaction is in euro or the payment transaction involves only one currency conversion between euro and sterling provided that the currency conversion is carried out in the United Kingdom and any cross border transfer takes place in euro. In all other cases, the Payment Table will only apply to those parts of the payment transaction which take place within the United Kingdom.

Definitions

'Business Day' - means a day on which the Bank is usually open for business as required for the purposes of executing payment transactions. Different days apply depending upon the payment system that is used to make the payment as follows:

Payments into your account by CHAPS (including Standing Orders)- a Business Day is a Monday, Tuesday, Wednesday, Thursday and Friday (excluding English bank holidays).

Payment into your account by Faster Payments Service or by Internal transfer (except for Standing Orders) - a Business Day is a Monday, Tuesday, Wednesday, Thursday, Friday, Saturday and Sunday.

Standing Order payments into your account by Faster Payments Service - a Business Day is a Monday, Tuesday, Wednesday, Thursday and Friday (excluding English bank holidays).

Payments out of your account by CHAPS (including Standing Orders) - a Business Day is a Monday, Tuesday, Wednesday, Thursday and Friday (excluding bank and other holidays in Northern Ireland).

Standing orders out of your account by Faster Payments Service - a Business Day is a Monday, Tuesday, Wednesday, Thursday and Friday (excluding bank and other holidays in Northern Ireland).

Payments out of your account by Faster Payments Service or by Internal transfer (excluding Standing Orders) - a Business Day is a Monday, Tuesday, Wednesday, Thursday, Friday, Saturday and Sunday.

'Current standard spending limits' - means the current standard spending limits that apply when You give Us an instruction to take funds from Your Account using a particular method (such as a card). We may have agreed individual spending limits with You which are different. The spending limit always depends on the available balance plus any Arranged Overdraft in Your Account. Where the limit is detailed as 'Does not apply' this means that the limit is the available balance plus any Arranged Overdraft in the account.

'Cut-off time' - means a time, (as set out in the Payment Table) usually towards the end of the Business Day, after which any payment order received (whether to credit or debit your account) will be deemed to have been received on the following Business Day. The Cut-off time for any payment order received at a branch counter will always be before the branch closing time on that Business Day. On Christmas Eve (or the last Business Day before 25th December) the Cut-off time for standing order, cheque, direct debit and future dated payments out of your account is 11.30am.

'EEA' - means the European Economic Area, comprising the Member States of the European Union, plus Iceland, Liechtenstein and Norway.

'Entry date' - means either the date a cheque or other item paid into Your Account appears on it, or the date You ask Us to make a payment from Your Account. (In both instances, it is the date We consider ourselves to have received Your payment instruction).

'Foreign payment' - means either:

- (i) Sending money within the UK (in a currency other than sterling);
- (ii) Sending money outside the UK (in any currency);
- (iii) Receiving money within the UK (in a currency other than sterling); or
- (iv) Receiving money from outside the UK (in any currency).

'Guaranteed date' - means the date after which it will no longer be possible for a cheque or other item paid into Your Account to be returned unpaid, unless You give Your consent as the Payee for this, or You are knowingly involved in fraud.

'Internal transfer' - means a payment made between 2 accounts where both the Payer's bank account and the Payee's bank account is held with Northern Bank Limited trading as Danske Bank.

'Maximum execution time' - means in the case of a payment out of Your Account, it is the latest date by which We will have credited the Payee's bank (or its agent) with the payment. On some occasions when using eBanking the period set out in the table may have to be extended. See the notes to the Payment Table.

'Qualifying Area' - means the territory of the United Kingdom and the EEA states.

'Qualifying State' - means each of the EEA states and the United Kingdom.

'Third Party Provider' ("TPP") means an independent provider of services which can offer Account Information Services or Payment Initiation Services to You or which issues instruments for making Card Based Payments out of Your Account.

'Value date' - means the date by which We take account of any item paid into Your Account, or any item paid out of Your Account, when We work out any relevant interest.

'Withdrawal date' - means the date by which You will be able to withdraw the proceeds of a cheque or any other item paid into Your Account.

PAYMENT TABLE – PART 1**Payments into your account**

Payment Type	Method/Channel of Payment Order	Entry date	Cut-off time	Value date	Withdrawal date
Cash deposits (in the same currency as the account is held)	Over the counter or at an express deposit box at one of Our branches (see note 1), or at another UK bank (see note 2)	Monday	Branch closing time Monday	Monday	Monday
Post Office® cash deposits (sterling only - restrictions and limits apply. See the terms and conditions for further details)	Over the counter at a Post Office® branch using a Danske Bank Debit Card	Tuesday (See note 9)	Closing time for the Post Office® branch being used - Monday	Monday	Monday
Electronic payments	Bacs payments	Monday	N/A	Monday	Monday (see note 3)
	CHAPS payments (see note 4)		5.40pm Monday		
	Faster Payments Service (see note 4 and note 5)		Midnight Monday		
	Faster Payments Service - standing order (see note 6)		6.00pm Monday		
	Foreign Payments (all currencies, see note 7)		4.00pm Monday	Monday or as shown on the payment letter (see note 8)	
	Any Danske Bank branch in Northern Ireland		Branch closing time Monday	Monday	
	eBanking				
	Original Credit (see note 10)	Monday	Midnight Monday	The date that we receive the payment (note; this can be up to 2 days prior to the Entry date)	Same as value date

Notes on cash deposits and electronic payments into your account

- Cash deposits made on a Saturday will be processed that day.
- Other UK banks may accept sterling cash deposits but the Entry date will always be the date we receive the funds.
- We cannot normally return funds which have been paid into your account. However, in special circumstances, we may have a duty to return the payment. We will always tell you the reasons for this when it happens.
- We will credit incoming CHAPS payments and Faster Payments on a Business Day (see definitions at the start of the Payment Table for more details).
- If you withdraw funds against a Faster Payment before the Value date, you may receive less credit interest or have to pay debit interest.
- Standing Orders can only be received via Faster Payments up until 6pm Monday to Friday (excluding English Bank holidays).
- The Cut-off time applies to payments where we are advised by the payer's bank that it should be treated as having same day value.
- The Value date will never be later than the date we receive the funds, provided they are received before the Cut-off time. The Value date will be shown on the advice note or other notification we send to you about the payment. If you withdraw funds against a foreign payment into your account before the Value date you may receive less credit interest or have to pay debit interest.
- If you pay cash into your account (subject to the terms and conditions for your account) at a Post Office® branch we will make the funds available to you immediately. The Value date will also be the same day that you made the deposit. Although your available balance will be adjusted immediately the Entry date which appears on your statement will be the next Business Day.
- For some Original Credits the Value date will be the date that the payment is actually credited to our bank account.

Cheques paid into your account

The table below shows the processing times that will apply when you deposit a sterling cheque which is drawn on a bank in the UK and paid into your current or savings account to clear (sometimes called the clearing cycle). It assumes that the cheque is paid in at a counter of a Danske Bank branch in Northern Ireland. You can also make a cheque payment into your account at most Post Office® branches in Northern Ireland. It is important that you read the Notes to this section carefully.

Note: Cheques drawn on a Northern Ireland bank cannot be presented for payment on a Northern Ireland bank holiday.

All times are quoted using 24 Hour clock. The Image Clearing Process commenced on 30 October 2017 and has now been fully implemented.

Date of deposit (see notes 5 and 6)	Cut-off time	Entry date	Value date	Withdrawal date (see notes 2, 3 and 4)	Guaranteed date	Date original cheque is destroyed
Monday	Branch closing time	Monday	Tuesday (00.01 hours)	Tuesday (by 23.59 hours)	Tuesday (23.59 hours)	Thursday
Saturday (see note 1)	Branch closing time	Saturday	Tuesday (00.01 hours)	Tuesday (by 23.59 hours)	Tuesday (23.59 hours)	Thursday

Notes on cheque payments into your account

1. If you deposit a cheque, at one of our branches, to a bank account held with us on a Saturday, the Entry date will be Saturday, and all other dates in the clearing process will be as detailed in the table above.
2. The exact time when the amount of the cheque can be withdrawn will not be separately advised to you. However you will notice that your available balance will have been changed by the amount of the cheque. You can view your available balance within eBanking or at any of our cash machines by requesting a mini statement.
3. If you withdraw funds against a cheque before the Value date, you may receive less credit interest or have to pay debit interest. If you withdraw against a cheque before the Guaranteed date and it is returned unpaid, you will still be liable (legally responsible) for the amount of the cheque and any credit interest paid, and we may charge these amounts to your account. If your account is or goes overdrawn, you may also have to pay debit interest and other charges. See our 'Interest rates' and 'Fees and service charges explained' leaflets for more details.
4. We have the right to prevent you from withdrawing funds against a cheque before the Withdrawal date.
5. If you deposit cheque(s) at a Post Office® branch before the cut off time which applies at that Post Office® branch, we will receive the cheque(s) for processing on the next Business Day and that will be the Entry date for the purposes of the table set out above. Cut off times at Post Office® branches will vary and you should check with the Post Office® branch for details.
6. If you deposit cheques at a Post Office® branch after the cut off time applicable to that Post Office® branch, we will receive the cheques for processing two Business Days after the day you made the deposit. The Entry date, for the purposes of the above tables, will be two Business Days after you made the deposit at the Post Office®.

PAYMENT TABLE - PART 2**Payments out of your account**

If you wish to be certain that a payment will be made from your account you should ensure that there is enough money in your account, at the Cut-off time specified in the table below, at the time that the payment is due to be taken from your account.

Payment type	Method/channel of payment order	Entry date	Cut-off time	Value date	Maximum execution time	Current standard spending limits (if these apply) [see note 1]	
Cash withdrawal in pounds in the UK (unless it says otherwise) (see note 14)	Over the counter at one of Our branches (see note 3)	Monday	Branch closing time Monday	Monday	Monday	For withdrawals of large cash amounts or specific note denominations, you may need to give notice to your branch. (see note 4)	
	Cashback at the point of sale - for example, a supermarket or petrol station (see note 5)		Midnight Monday			Scheme limits apply. Retailers' limits apply up to the level of the scheme limits.	
	From cash machines • At Danske Bank in the UK • At another UK bank (see note 6) • At a foreign bank (see note 5)		Midnight Monday		Monday, before 8pm Monday after 8pm	Monday Tuesday Wednesday	Debit Card £500 each day (£350 for Danske Standard, Danske Discovery and SaverPlus account holders)
			Midnight Monday		Wednesday	You can ask us to adjust spending limits.	
Electronic payments - internal transfers	Any Danske Bank branch in Northern Ireland	Monday	Branch closing time Monday	Monday	Monday	Does not apply	
	Danske Bank Contact Centre		Contact Centre closing time Monday			Does not apply	
	eBanking and where you are accessing your account using a TPP that uses the Open Banking APIs (see notes 16 and 18)		Midnight Monday			1. £25,000 for 3rd party internal 2. Does not apply to own account transfers	
	Danske Mobile Banking		Midnight Monday			1. £10,000 for 3rd party internal 2. Does not apply to own account transfers	
	Standing order (see note 9)		9.30pm Monday			Does not apply	
Electronic payments - Faster Payments Service (see note 7)	Any Danske Bank branch in Northern Ireland	Monday	Branch closing time Monday	Monday (payments made before 3.30pm) Tuesday (payments made after 3.30pm)	Monday	£100,000	
	Danske Bank Contact Centre		Contact Centre closing time Monday			£100,000	
	eBanking and where you are accessing your account using a TPP that uses the Open Banking APIs (see notes 16 and 18)		Midnight Monday			£25,000 daily limit (see note 2)	
	Danske Mobile Banking		Midnight Monday			£10,000 daily limit	
	eBanking - Future Dated Payments		2pm Monday			Monday	£25,000 daily limit (see note 2)

Payment Table Part 2 (cont.)

Payment type	Method/channel of payment order	Entry date	Cut-off time	Value date	Maximum execution time	Current standard spending limits (if these apply) (see note 1)
Electronic payments - CHAPS payments	CHAPS at any Danske Bank branch in Northern Ireland	Monday	Monday 4.30pm	Monday	Monday	Does not apply
Electronic payments - Direct Debit	UK Direct Debit Scheme		3.30pm Monday			Does not apply
	SEPA Core Direct Debit Scheme (Euro Currency A/c only)		Midnight Sunday			Does not apply
Electronic payments	Point-of-sale transactions and online transactions - domestic electronic payments, foreign payments (all currencies), and domestic or foreign recurring transactions (all currencies) - (see note 5)		Midnight Monday			Does not apply (£100 per transaction if contactless) Under - 16s will need permission
Electronic payments - standing orders (see note 8)	Standing order - Faster Payments Service					Monday (payments made before 3pm)
	Standing order - CHAPS payment	9.30pm Monday	Tuesday (payments made after 3pm)	Tuesday (payments made after 3pm)	Does not apply	

Electronic payments - Foreign payments out of your account (Express and Standard) and transfers to your own account within Danske Bank Group (known as a Group Payment) (see note 10) - at any Danske Bank branch in Northern Ireland, eBanking and where you are accessing your account using a TPP that uses the Open Banking APIs (see note 17)

Type of Payment Order	Destination Bank	Conversion (see note 11)	Currencies (see note 12)	Entry date	Cut-off time	Value date	Maximum execution time (see note 16)	Current standard spending limits (if these apply) (see note 1)		
Standard	Within the Danske Bank Group	With and without conversion	EURO	Monday	Monday 4.30pm	Monday	Monday			
			BGN, CHF, CZK, DKK, GBP, HRK, HUF, ISK, NOK, PLN, RON, SEK				Wednesday			
		Without conversion	All other currencies				Tuesday			
			GBP and All EEA currencies (except EURO)				Wednesday			
		With conversion	All other currencies				Tuesday			
			EURO				Tuesday			
	Outside the Danske Bank Group	With and without conversion	GBP and all EEA currencies (except EURO) within the Qualifying Area				Tuesday			
			All other currencies				Wednesday			
			EURO (see note 13)				Monday			
			BGN, CHF, CZK, DKK, GBP, HRK, HUF, ISK, NOK, PLN, RON, SEK (see note 13)				Monday			
Express	Within the Danske Bank Group	With and without conversion	USD	Monday	Monday	Monday	£25,000 daily limit (see note 2)			
			All other currencies	Monday	Tuesday	Tuesday				
			Without conversion	DKK, GBP, NOK, SEK, USD	Monday	Monday		Monday		
				BGN, HRK, ISK, PLN, RON	Monday	Monday		Monday		
		CHF, CZK, HUF		Monday	Monday	Monday				
		All other currencies		Monday	Tuesday	Tuesday				
		Outside the Danske Bank Group	With and without conversion	EURO and DKK, GBP, NOK, SEK, USD	Monday	Monday		Monday		
				BGN, HRK, ISK, PLN, RON	Monday	Monday		Monday		
	CHF, CZK, HUF			Monday	Monday	Monday				
	All other currencies			Monday	Tuesday	Tuesday				
	EURO and DKK, GBP, NOK, SEK, USD			Monday	Monday	Monday				
	BGN, HRK, ISK, PLN, RON			Monday	Monday	Monday				
	Transfer to own account within the Danske Bank Group (see note 10)	Within the Danske Bank Group	With and without conversion	EURO and all other currencies	Monday	Monday 5.30pm		Monday	Monday	£25,000 daily limit

Notes on payments out of your account

1. Spending limits can be changed. We will give you notice by updating the Payment Table (available on our Website) of the limits from time to time. Spending limits also depend on the available balance plus any Arranged Overdraft in your account.
2. eBanking - these are the daily spending limits which apply in any 24 hour period as determined by us.
3. Where a counter service is available on a Saturday cash withdrawals at the counter will be processed that day.
4. The Bank reserves the right to limit the amount of cash that you can withdraw from your account at any one time. Where you require to make a large withdrawal then the Bank may decide to make payment to you using alternative means other than cash. For example the Bank may decide to make the payment to you by banker's draft.
5. The Entry date is normally the Business Day after the transaction took place but can be later. We may reduce the available funds on your account at the time the transaction takes place.
6. The Entry date is normally the Business Day after the transaction took place if the transaction was made before 8pm, but can be later. We may reduce the available funds on your account at the time the transaction takes place.
7. If you send a Faster Payment on a Saturday or Sunday or English Bank holiday or after the Cut-off time we will treat the payment as being sent for the purposes of calculation of interest on the following Business Day, where that is not a Saturday, Sunday or English Bank holiday.
8. In accordance with the terms and conditions for your account, we will select the method by which the payment is sent. If the payment is sent by CHAPS, the Payee's bank may charge the Payee a fee.
9. If You make a payment by internal standing order to a loan or mortgage account with us refer to Clause 5.5.2 of the General Terms and Conditions - Personal Accounts
10. A Group payment is a payment made between two accounts where both accounts are held in the same name but one of the accounts is held in a Danske Bank Group bank which operates in Denmark, Sweden, Norway, Finland, Poland, Luxembourg, Hamburg, Ireland or England and your account is held with us.
11. This table assumes conversion takes place at the payer's bank. Conversion is where you ask us to send the payment in a currency which is different to the currency of your account. We will carry out the currency conversion before the payment is sent.
12. This column details the currency in which the payment is sent. Euro (EUR), Bulgarian Lev (BGN), Swiss Francs (CHF), Czech Koruna (CZK), Danish Kroner (DKK), Pounds Sterling (GBP), Croatian Kuna (HRK), Hungarian Forint (HUF), Icelandic Kroner (ISK), Norwegian Kroner (NOK), Polish Zloty (PLN), Romanian Lei (RON), Swedish Kronor (SEK), US Dollar (USD).
13. The Express service offered for this type of transaction is the same as the Standard service. Standard service fees will apply if you select the Express service.
14. Where you make a withdrawal at a Post Office® branch (subject to the terms and conditions of your account) the Entry date which will appear on your bank statement will be the next Business Day after you make the withdrawal. This means, for example, that if you withdraw cash at a Post Office® on a Friday or Saturday the Entry date for the purposes of the above table, will be Monday.
15. Sometimes, for your added protection we need to carry out extra checks before making a payment through eBanking. Where this applies the Maximum execution time will be either the time set out under the relevant column of the Payment Table or the close of business on the following Business Day - whichever is the later. We will not always contact you to tell you that the payment may be delayed.
16. Sometimes, for your added protection we need to carry out extra checks before making a foreign payment out of your account through eBanking. Where this applies and the payee is in the Qualifying Area the Maximum execution time will be either
 - (a) the time set out under the relevant column of the Payment Table; or
 - (b) in the case of Euro payments or a payment which has been converted to Euro before being made the close of business on the following Business Day; or
 - (c) in the case of a payment which is not in Euro (but is in GBP or an EEA currency) to another bank within the Qualifying Area the close of business on the fourth Business Day after the day we received the payment instruction- whichever is the later. We will not always contact you to tell you that the payment may be delayed.
17. Payments made in eBanking or by a TPP using the Open Banking APIs are processed as Credit Transfers.

Cheques paid out of your account

Note: Cheques drawn on a Northern Ireland bank cannot be presented for payment on a Northern Ireland bank holiday.

All times are quoted using 24 Hour clock. The Image Clearing Process commenced on 30 October 2017 and has now been fully implemented.

Date of deposit by payee (see notes 1 and 2)	Entry date	Value date	Pay/no pay decision (see notes 3, 4 and 5)
Monday	Tuesday (between 00.30 and 07.00 hours)	Tuesday (between 00.30 and 07.00 hours)	Tuesday (between 00.30 and 15.30 hours)

Notes on cheque payments out of your account

1. This can be any time after you give the cheque to the payee - this table assumes that day is Monday and before the cut off time at the place where the deposit takes place.
2. A cheque can be deposited in many ways including over a counter of the Bank, through another bank or in some instances a bank may accept deposits made using a digital image of a cheque provided that the digital image meets the requirements set out in Cheque Clearing System rules.
3. You can ask us to cancel a cheque before the 'pay' decision has been made. We will use best endeavours to comply with your instruction within a reasonable period of time but we cannot guarantee that we will be able to do so. You should contact us in the following way if you want us to cancel a cheque: telephone us at 0345 6002882. Lines are open between 8am and 6pm Monday to Friday and between 9am and 1pm on Saturdays, except for bank holidays or other holidays in Northern Ireland when the bank is not open for business. Call charges may vary.
4. Please contact your phone company for details. We may record or monitor calls to confirm details of our conversations, and for verification and quality purposes.
5. If we decide not to pay a cheque we will reverse any accounting entries. You will also have to pay the fee set out in our 'Fees and service charges explained' leaflet.
6. Where your account would go into an Unarranged Overdraft if we decided to pay a cheque by allowing a payment despite lack of funds we will not make that decision until after 14.00 hours. A decision will always be made before 15.30 hours.
7. We will not notify you once a decision to pay a cheque has been made. If a decision has been made not to pay the cheque then the accounting entries will be reversed after 15.30 hours and we will send you a notice setting out the reason for our decision

Special Terms and Conditions – Personal Current Accounts

These Special Terms and Conditions are in addition to the General Terms and Conditions – Personal Accounts. Unless otherwise stated where any Special Terms and Conditions are not consistent with the General Terms and Conditions then the Special Terms and Conditions will apply to the extent of that inconsistency in relation to the relevant Account.

Danske Reward

1. The Danske Reward Account (“the Account”) is only available to personal customers aged 18 years of age or older and is subject to status.
2. You may only hold a maximum of two Danske Reward Current Accounts, one in Your name and one in joint names. If You open or hold any additional Danske Reward Current Accounts, We will change them to a Danske Choice Current Account. We will write to You and tell You before We change the account.

3. Fees

Monthly account fee for maintaining the account

- 3.1 A monthly account fee applies to this account. Details of the monthly account fee are set out in the ‘Fees and service charges leaflet’, which is available on Our Website. The monthly account fee is variable. We may change the monthly account fee for one of the reasons set out in Clause 27.7 of the General Terms and Conditions – Personal. We will always give You at least 2 months’ notice before We change the fee and if You do not agree to the change You will have the right to close the Account before the end of that notice period without having to pay any extra charges.
- 3.2 The monthly account fee will be taken from Your Account (including any months You do not qualify for the Reward) on the last Business Day of each month.
- 3.3 In the month the Account is opened, the monthly Account fee will be proportionate to the number of days the Account has been open. No fee will be charged in the month the Account is closed or amended to another product.

Other fees and service charges

- 3.4 The fees and service charges which apply to the Account are set out in the ‘Fees and service charges explained’ leaflet which is available on Our website and at any of Our branches.

4. Reward

- 4.1 Where, on or before 6pm on the last Business Day of the calendar month, You meet all of the requirements set out in Clause 4.3, We will credit Your Account with the Reward on the first Business Day of the following calendar month. If You close the Account or change it to another product before the Reward is credited to Your Account then You will not receive the Reward.
- 4.2 The Cash Reward is currently £5 and is subject to change. We can change the amount of the Reward or the requirements set out in Clause 4.3 for any of the reasons set out in Clause 27.7 of the General Terms and Conditions – Personal. We will always give You at least 2 months’ notice before We make such a change and if You do not agree to the change You can close the Account before the end of the notice period without

having to pay any extra charges.

- 4.3 In order to qualify for the Reward in a calendar month, each of the following criteria must be met during the previous calendar month:

You must:

- pay in at least £1,000 (not including the Reward, interest, fee refunds or amounts transferred from another Danske Bank account You have); and
- complete at least 8 Debit Mastercard transactions (not including ATM transactions or credits to the Account);and
- receive statements for the Account electronically (for joint accounts, it is the primary account holder that must receive electronic statements).

- 4.4 The Reward will be credited to Your Account without any deduction of tax. Whether You have to pay tax on the Reward will depend on Your personal circumstances. We cannot provide You with tax or legal advice and We recommend You speak to an independent adviser.
- 4.5 It is Your responsibility to monitor Your Account to ensure that it continues to meet Your requirements. You will receive regular statements which will provide You with information about the fees which have been debited to Your Account – including the monthly account fee for maintaining the account. You will also be able to monitor whether You have qualified for the Reward.

5. Debit Mastercard

- 5.1 You may apply for a Debit Mastercard Card to be issued to You. Availability of the Card is subject to status.
- 5.2 Use of the Card is subject to the Special Terms and Conditions applicable to the Card and to the fees and service charges set out in the “Fees and service charges explained” leaflet.

6. eBanking and Third Party Providers

- 6.1 You can access the Account online using eBanking.
- 6.2 Provided You are registered for eBanking, You can access the Account using TPP services.

Danske Choice

1. The Danske Choice Account is only available to personal customers aged 18 years or older and is subject to status.
2. You may apply for a Debit Mastercard Card to be issued to You. Availability of the Card is subject to status. Use of the Card is subject to the Special Terms and Conditions applicable to the Card.

3. eBanking and Third Party Providers

- 3.1 You can access the Account online using eBanking.
- 3.2 Provided You are registered for eBanking, You can access the Account using TPP services.

Danske Freedom

1. The Danske Freedom Account is only available to personal customers aged between 18 and 27 years old, and is subject to status.
2. You will be eligible for the Danske Freedom Account

until You (or in the case of a joint Account, any Account Holder) becomes 28 years old. On that date, if We have not received instructions regarding the balance in Your Danske Freedom Account from You, We may close Your Account giving You at least two months' notice or transfer any balance in Your Account to another account in Our current account range which We will open in Your name. The Terms and Conditions which will apply to Your new account will be provided to You when We open the account for You.

3. You may apply for a Debit Mastercard Card to be issued to You. Availability of the Card is subject to status. Use of the Card is subject to the Special Terms and Conditions applicable to the Card.

4. eBanking and Third Party Providers

- 4.1 You can access the Account online using eBanking.
- 4.2 Provided You are registered for eBanking, You can access the Account using TPP services.

Danske Standard

1. The Danske Standard Account is only available to personal customers aged 18 years of age or over.
2. The Danske Standard Account is a bank account designed for people who are on a low income and content to accept the limited money transmission functionality of this account. We are not obliged to open a Danske Standard Account for You.
3. No cheque book facility is available on the Danske Standard Account. Clause 10 of the General Terms and Conditions is not applicable to the Danske Standard Account.
4. There is no Arranged Overdraft Service as described in Clause 14.3 of the General Terms and Conditions available on the Danske Standard Account. If You try to make a payment out of Your Account (known as presenting an item for payment, such as a direct debit or standing order) and You do not have enough money in Your Account by the Cut-off time on the day that We are asked to make the payment, then We will refuse to make the payment due to lack of funds. On the date that the payment is presented for payment, We will check the balance on Your Account at the start of day and, again before the Cut-off time. If there is enough money in Your Account at the time that We check the balance We will make the payment. We may charge a service charge (known as a Returned Item fee) as set out in our 'Fees and service charges explained' leaflet for refusing a payment due to lack of funds. There may be instances where You make a payment that We cannot stop which will create a debit balance on Your Account. We won't charge You Debit Interest if this happens but You won't be able to spend any more money until the debit balance is cleared.

Where more than one item is presented for payment on the same day We will process Your payment requests as follows:

[a] Direct Debits

We will check the balance on Your Account at the start of day (usually shortly after midnight) and again at the Cut-off time. If there is enough money in Your Account at either of these times We will pay Your direct debits. We refer You to the Payment Table which sets out the relevant Cut-off time and Value Date for payments made from Your Account.

(b) Standing Orders

We will check the balance on Your Account at the start of day (usually shortly after midnight) and up until the Cut-off time. If at the time We check Your Account there is enough money to make the payment then We will proceed to debit Your Account and make the payment. We refer You to the Payment Table which sets out the relevant Cut-off time and Value Date for payments made from Your Account. Where more than one standing order is due to be paid from Your Account on the same day and You do not have enough money in Your Account to cover the total amount of all of the standing orders, then We will not pay any. We may charge a service charge for each item that We return (known as a Returned Item fee) as set out in our 'Fees and service charges explained' leaflet for refusing a payment due to lack of funds.

5. Where a fee or service charge is due to be paid from Your Account and You do not have enough money in Your Account to pay the fee or service charge, then We will deduct it from Your Account and a debit balance will be created. Any credits to Your Account will be applied firstly against any debit balance where We have a right to do so. We won't charge You Debit Interest if this happens but You won't be able to spend any more money until the debit balance is cleared.
6. If You have provided Us with Your mobile telephone number then We will send You a text message to alert You if a debit balance has been created on Your account. The text message will tell You the time by which You need to deposit or transfer funds to avoid Us refusing a payment due to lack of funds and incurring returned item fees as a result. To avoid incurring returned item fees You must deposit or transfer enough money to cover the fee(s) to be debited from Your Account. If You have not provided Us with Your mobile telephone number or You have opted out of receiving Unarranged Overdraft alerts then We will be unable to send You an alert.
7. You may apply for a Debit Mastercard Card to be issued to You. Use of the Card is subject to the Special Terms and Conditions applicable to the Card.
8. You may apply for our eBanking service, including Mobile and Tablet Apps. Use of eBanking is subject to the Special Terms and Conditions applicable to eBanking and Electronic Signature.
9. **eBanking and Third Party Providers**
 - 9.1 You can access the Account online using eBanking.
 - 9.2 Provided You are registered for eBanking, You can access the Account using TPP services.

Special Terms and Conditions - eBanking and Electronic Signature

About these special terms and conditions

These are the special terms and conditions that will apply when You use Our online Electronic Banking service (eBanking), and the Electronic Signature (that We provide to You) to access and use Our eBanking service, sign documents that We send to You or access Your Account(s) using the services of Third Party Providers (TPPs). The 'General terms and conditions - Personal Accounts' and any special terms and conditions that apply to Your Account or service will also continue to apply. If there is any inconsistency between the various terms and conditions that apply then these 'Special terms and conditions - eBanking and Electronic Signature' will take priority to the extent of that inconsistency.

Where We use a word which has a special meaning We have used capital letters. For example where We refer to "We" or "Us" We mean Northern Bank Limited trading as Danske Bank. You can find the meaning of these words at the end of these terms and conditions.

These terms and conditions are important - they set out what You can expect from Us in terms of Our obligations to You. They also set out the things that We expect You to do when You are using Our service. The terms and conditions are binding on You. If there is a dispute between You and Us then We will take into account what these terms and conditions say.

We have written these terms and conditions as a series of questions and answers. We hope this makes them easier to read. If there is anything that You do not understand then please contact Us.

By agreeing to these terms and conditions, You explicitly consent to Us accessing, processing and retaining personal data necessary for the provision of payment services to You. If You do not consent to this then You should not accept these Special terms and conditions and We will not be able to provide You with this service.

What's in these special terms and conditions?

1. What is eBanking?	We explain the meaning of the term eBanking and what You can do in eBanking. We explain how You can apply for and access eBanking and outline any costs and technical requirements.
2. How can I use the Electronic Signature?	We explain what an Electronic Signature is and how to generate a One Time Password. We outline what Your Electronic Signature can be used for and the effect of using it. We explain how to use Your Electronic Signature in eBanking and who else can have one.
3. How can I keep my Account safe from fraud?	We explain what You must do to protect Your Account. We explain what happens if fraud is suspected on Your Account.
4. What is Open Banking?	We explain Open Banking and TPPs. Find out how to manage this service accessing Your Accounts.
5. What optional eBanking services are available?	We explain: <ul style="list-style-type: none"> • Electronic Mailbox • Viewing accounts in other banks • Applying for new Accounts and services • Ordering foreign currency • Setting up alerts • Signing agreements • Using Your Electronic Signature • Managing Your cards for use outside the UK (Geoblocking) • Spending Overview
6. What if I make a mistake when keying a payment and the payment goes to the wrong Account or is for the wrong amount?	We explain what happens if things go wrong.
7. Can the agreement be ended?	We explain how the agreement can be ended.
8. Can the agreement be varied?	When We tell You about any changes We may make to Your terms and conditions and how We keep You informed.
9. What if I am unhappy with the service you are providing?	How We handle complaints and disputes.
10. Is there any other important information?	We outline Our liabilities.
11. What is the meaning of key words?	We outline the meaning of key words used in these terms and conditions.
12. Where can I get help?	We tell You how You can contact Us.

1. What is eBanking?

eBanking offers You the opportunity to access Your Accounts electronically at any time. Not all of the services are available if You are using an App to access eBanking. You can get more details of what services are available depending on how You access eBanking by visiting Our Website at danskebank.co.uk/eBanking.

What can I do in eBanking?

- view Your Accounts – all of Your Accounts including any joint Accounts and Accounts where You are an Authorised User will be visible on Your eBanking screen;
- use the Spending Overview tool which allows You to categorise Your payments. The tool is for Your information only – it is not a money advice tool;
- send and receive secure messages from the Bank – You should be aware that We do not respond to messages as soon as We receive them and You should not use this service if You require an immediate response to messages that You send Us;
- make sterling payments to other bank accounts in the UK;
- make foreign payments – in a wide range of currencies;
- set up bill payments and regular standing orders;
- make payments from Your Danske Bank credit card account – where You use this service any payment will be treated as a cash advance and the fees and charges set out in Your credit card agreement will apply; and
- access other optional services such as Danske Account Information Service which allows You to view Your accounts in other banks.

To use the services simply follow the instructions on the screen. You will find more details about these services within the eBanking web pages. You will also be able to access the Payment Table which provides details of how long it will take for a payment to be processed.

How do I apply for it?

You can apply for eBanking at any time. You will need to have an Account with Us. You can apply online at danskebank.co.uk/eBanking, by phone or in one of Our branches.

If You are aged under 18 then We may require consent from Your parent or guardian before You can register for eBanking.

How can I access eBanking?

Once You are registered for eBanking We will issue You with an Electronic Signature. You must complete Your first log on to eBanking using a device that is connected to the internet.

You will then be able to access eBanking through Your mobile device or tablet provided You download the relevant App from the App stores. You can find more details about how to access eBanking services using mobile devices on Our Website at danskebank.co.uk/eBanking.

You will not be able to download the Apps if You are under 13. If You are aged between 13 and 18 the App stores will ask You to obtain parental consent before You can download the Apps..

How much does it cost?

The eBanking service is free of charge however payments made using Your Electronic Signature may be subject to charges – see Our 'Fees and service charges explained' and Our 'Fees and service charges explained – foreign payments' leaflets for more information.




Are there any technical requirements?

Most computers and mobile devices can be used to access eBanking. You can find more information on Our Website at danskebank.co.uk/personal/help/eBanking-and-apps/technical-requirements

2. How can I use the Electronic Signature?

What is an Electronic Signature?



An Electronic Signature allows You to digitally sign documents and instructions to Us. It is made up of 3 parts:

1. User ID	2. Passcode	3. One Time Password
		
This is an 8 digit number that We provide to You	We will give You a temporary Passcode which You will use when You first log on. You will be asked to select a Passcode of Your own choice which You can then change at any time. If You are using a suitable mobile device You may be able to set up fingerprint or facial recognition which You can use instead of a Passcode	We will provide You with a way to generate a One Time Password

You may not be required to input all 3 parts of Your Electronic Signature every time that You log on or give Us an instruction. We give You more information about this in the section "Using Your Electronic Signature in eBanking"

Can you give me more information about One Time Passwords?

There are different ways that One Time Passwords can be generated:

 Danske ID	This is an App which You can download from the App stores. Once You download the App You will need to activate it by following the instructions on the screen. You will be asked to create a Personal Identification Number (PIN) or use a biometric such as Your fingerprint so that You can securely access Danske ID in the future. When a One Time Password is required You will be prompted to access Danske ID. The One Time Password will be generated automatically and will not be visible to You. You will not need to separately enter the One Time Password in Your eBanking session.
 An eSafe ID device	This is a device which automatically generates a One Time Password every 30 seconds. You will need to enter the One Time Password from the device when You are prompted to do so.

What can the Electronic Signature be used for?

The Electronic Signature can be used to:

- Access Our eBanking service - see the section “What is eBanking?”.
- Access Danske’s Account Information Service where You are using the ‘View my accounts in other banks’ option in Our Danske Mobile Banking App.
- Access Your Accounts using TPPs - where You have registered with a TPP for their services (this includes account information service providers and payment initiation service providers). See the section “Open Banking”.
- Access ‘optional’ services such as those set out below. See the section “What optional eBanking services are available?” -
 - ✓ Use Your Electronic Mailbox to view and download Your Account statements and other important correspondence from the Bank;
 - ✓ Sign agreements with Us;
 - ✓ Apply for new accounts or services from Us - such as a credit card, an overdraft, a loan and certain savings accounts;
 - ✓ Subscribe for one of Our “alert” services so that We can send You an email or text message about things like the balance in Your Account;
 - ✓ Managing the use of Your cards outside the UK (Geoblocking);
 - ✓ View ‘spending overview’ on Your Accounts;
 - ✓ Order foreign currency.

What is the effect of using the Electronic Signature?

Any instruction or agreement that is signed by You or an Authorised User, using the Electronic Signature that We have issued, will be treated by Us as valid and will be binding on You. That is why it is important that You take reasonable steps to keep Your Electronic Signature safe - see the next section ‘How can I keep my Account safe from fraud’.

How do You use the Electronic Signature in eBanking?

How do I logon

Each time that You use eBanking You will be required to log-on in one of the ways set out in the table below:

If	Then
You are using a personal computer	Each time that You log-on You will need to enter Your User ID and Your Passcode and use one of the methods referred to above to generate Your One Time Password.
You are using the Danske Mobile Bank App	You will be able to ‘bind’ Your device when You first log-on. You can do this by following the instructions on screen. Once Your device has been bound, each time You log-on to Mobile Banking You will only have to enter Your Passcode, or use your saved biometric.

How do I make payments and give instructions?

If	Then
You ask Us to make a payment or You confirm an instruction to Us	We will ask You to input Your Passcode. For Your added protection We may also sometimes ask for a One Time Password.
You are using the Danske Mobile Bank App and You have bound Your device	You will be able to authorise all payments (including external payments) from Your Accounts simply by entering Your Passcode (limits apply).

Who can have an Electronic Signature to access my Account?

We will only issue an Electronic Signature if You register for Our eBanking service. Once You have registered, any of the Account owners can ask Us for an Electronic Signature to access the Accounts.

You can also ask Us to give someone else an Electronic Signature to access Your Account(s). This person will be called an Authorised User. They will be able to use their Electronic Signature to do everything that You can do. This includes using the services of TPPs, viewing Your Account information and making payments.

We will treat any instruction received from an Authorised User using their Electronic Signature in the same way as We would treat such an instruction if We received it from You. This means that You will be liable for any instruction which has been signed using an Authorised User’s Electronic Signature.

You can ask Us to end the Authorised User’s Electronic Signature at any time. You can do this by contacting Us in one of the ways set out in the “Where can I get help?” section of these terms and conditions.

3. How can I keep my Account safe from fraud?

What MUST I do to keep my Electronic Signature safe?

It is very important that You keep Your Electronic Signature safe. If You do not do this then someone else may be able to access Your Account.

You MUST immediately contact Us by phone (Our 24 hour Freephone number is **0800 917 7657**) if:

- any part of Your Electronic Signature is lost or stolen,
- You think that someone else may know what Your Electronic Signature is,
- You think that someone else has accessed Your Account information, or
- a payment has been taken out of Your Account which You did not authorise.

You, and any Authorised User, MUST:

Always	Never
<ul style="list-style-type: none"> Destroy the notification that We sent You with Your temporary Passcode as soon as You have used it to first log on; 	<ul style="list-style-type: none"> Respond to an email or text message request which asks You to click on a link to log-in using Your Electronic Signature - even if it looks like a genuine request. We will never ask You to do this - so if You receive such a request it is likely to be fraudulent; Give any part of Your Electronic Signature - whether You are asked to do this by phone, email, text, letter or any other means - even if the person asking for the information tells You that they work for the Bank or the police or any other company or organisation;
<ul style="list-style-type: none"> Make sure that where We have given You a way to generate Your One Time Passwords it cannot easily be accessed by a third party; 	<ul style="list-style-type: none"> Record any part of Your Electronic Signature or copy it (including to Your mobile device or computer) without firstly taking reasonable steps to disguise it; Tell anyone else what Your Electronic Signature is or allow them to use it. For example You should never tell anyone what Your Passcode is or allow them to access Your One Time Passwords or the means that We have provided for You to generate a One Time Password.

Do you provide free fraud detection software?

Yes, We provide free software for Your personal computer (PC). You can download Webroot Secure Anywhere® to Your PC, free of charge, within eBanking. Click on “About eBanking”, select ‘free fraud protection software’ and then follow the instructions on the screen.

Webroot Secure Anywhere® uses Webroot® Intelligence to identify new files, classify threats in real time, prevent browser attacks, remove viruses from Your PC and defend against financial and data-theft malware.

You should download Webroot Secure Anywhere® to each PC that You use to access eBanking.

We do not provide free fraud detection software for mobile phones or tablets.

How can I contact you if I suspect fraud on my Account?



If You are contacted by someone who says they are a bank official, a member of the police or some other law enforcement agency or from a telecommunications or information security company and that person asks for any part of Your Electronic Signature or other personalised security credentials then it is likely that they are a fraudster. You should not provide them with any information. Instead You should contact Us.

How will you contact me if you suspect fraud on my Account?

We may contact You:

	By phoning You using the phone contact details that We hold for You. We will ask You certain security questions but We will NEVER ask You for any part of Your Electronic Signature or any other personalised security credentials such as the PIN for Your card
	By texting You to the mobile number that We hold on Our records. We will ask You to phone Us using a number that is on the back of Your card or on Our Website. We will NEVER quote a phone number in the text message and We will NEVER ask You to tell Us, or to input into a link in a text message, any part of Your Electronic Signature or any other personalised security credentials
	By sending a secure mail to Your eBanking
	By sending You a letter. The letter will always quote at least the last 4 digits of Your account number

What will you do if there is a payment out of my Account and I did not authorise it?

Scenario	What to do	What We will do
A payment is taken out of Your Account which You did not authorise.	You should contact Us immediately. You are required to assist Us with any investigation that We need to carry out. We may also report the matter to the police or other law enforcement agencies.	Provided You are not acting fraudulently and You have taken the reasonable steps that We have told You that You must take to keep Your Electronic Signature safe, We will immediately refund the payment to You.

Further details about Your right to a refund in these circumstances can be found in Clauses 6 and 7 of the ‘General terms and conditions - Personal Accounts’.

Call Us - within UK	Call Us - outside UK
0800 917 7657	+44 800 917 7657
This is a Freephone number that You can contact Us on 24 hours a day, 7 days a week	

4. What is Open Banking?

Open Banking allows You to use TPPs to provide You with account information services, payment initiation services and card based payment services including confirmation of funds requests. You should always check that the TPP is authorised and regulated by the FCA before using their services. You can find the FCA register at www.fca.org.uk/register. You can read more about Open Banking in the 'General terms and conditions - Personal Accounts' and on Our Website at danskebank.co.uk/open-banking.

How will TPPs access my Accounts?

To use the services of a TPP You will need to register with them. They will ask for Your explicit consent to access Your Account and they should not request more information than is necessary for them to provide the specific service that You have consented to. TPPs are legally obliged to use safe and efficient channels to provide their services to You and to make sure that Your Electronic Signature is not available to any unauthorised persons.

Where a TPP uses Open Banking to access Your Account You will be redirected by Your TPP to a dedicated secure Danske Bank webpage where You will be asked to identify Yourself by entering Your Electronic Signature.

Some TPPs access Your Account using a method known as "screen-scraping". In this case You will be directed by Your TPP to the eBanking log on screens. Once You have logged on in the usual way the TPP will be able to access the same information as You can and We will not be able to restrict what the TPP can do. If You share Your Electronic Signature with a TPP in this way, You will be responsible for any payments from, or information shared about, Your Account.

Can I tell you that I do not want to access my Accounts using a TPP?

No. If You do not want to use a TPP then You should not register for their services.

If You have already registered to use the services of a TPP, which uses Open Banking, and You want to withdraw Your consent then, in addition to contacting the TPP directly, You can use the Consent Dashboard within eBanking to manage Your consents.

What will you do if there is a payment out of my Account made using the services of a TPP and I did not authorise it?

Scenario	What to do	What We will do
A payment is taken out of Your Account, using the services of a TPP, which You did not authorise.	You should contact Us immediately. You are required to assist Us with any investigation that We need to carry out. You will need to tell Us the name of the TPP that You were registered with since We may be able to ask them to reimburse Us for any refund that We make to You. We may also report the matter to the police or other law enforcement agencies.	Provided You are not acting fraudulently and You have taken the reasonable steps that We have told You that You must take to keep Your Electronic Signature safe, We will immediately refund the payment to You.

Further details about Your right to a refund in these circumstances can be found in Clauses 6 and 7 of the 'General terms and conditions - Personal Accounts'.

What will you do if I have used a TPP for account information services and I am concerned that my personal data may have been compromised?

Scenario	What to do	What We will do
I have used a TPP for account information services and I am concerned that my personal data may have been compromised.	You should contact the TPP in the first instance. If You were using Danske's Account Information Service then You should contact Us.	If You believe that We have breached any of Our obligations or if You think that there has been, or may be, an unauthorised payment out of Your Account then You should contact Us. We will only be responsible to You for any loss that You have suffered as a result of Us having broken any of Our obligations.

Further details are set out in Clause 8 of the 'General terms and conditions - Personal Accounts'.

5. What optional eBanking Services are available?

Within eBanking there are a range of optional services. We explain what these are in this section.

What is the Electronic Mailbox?

Electronic Mailbox provides You with a secure method of storing Your statements and other important information from Us. You can view, print or save the documents as You require. Documents will be accessible for a period of at least 5 years within Electronic Mailbox. If You end Your eBanking agreement then the Electronic Mailbox service will also be terminated at the same time.

Full details of the statements and documents that are made available in Electronic Mailbox are listed in the eBanking web pages.

When You register for eBanking We will ask You if You want to register for Electronic Mailbox. With Electronic Mailbox We can send all of Your Danske Bank Account statements (including credit card statements) and various other important correspondence to You. This means that You no longer get these statements and documents in the post.

Can I subscribe and unsubscribe from Electronic Mailbox online?

No. If You want to subscribe or unsubscribe from Electronic Mailbox You need to contact Us by phone, by letter or by calling into a Branch.

Can I choose to have some statements delivered to my Electronic Mailbox and others delivered by post?

You can choose to have all of Your Account statements including Your credit card statements delivered to You electronically. We will require You to provide Us with Your email address. We will send a notification to Your email address each time a statement is sent to Your Electronic Mailbox. You will not be able to switch the notification off for Your credit card statements but You can switch the notification off for Your other Account statements.

Can I ask for my credit card statements to be delivered by post but my other Account statements to be delivered electronically?

Yes. You can choose to have Your credit card statements delivered by post but still have all of Your other Account statements made available in Your Electronic Mailbox. The delivery method that You choose for Your other Account statements will apply to all of Your other Account statements. This means that You **cannot** choose to have some Account statements delivered by post and some sent electronically.

Scenario	What We will do
Can I receive my credit card statement by post and my current account statement electronically?	Yes, We treat credit card statements separately to Your other Account statements.
Can I receive my credit card statements electronically but my other statements on paper?	No, if You choose to have Your credit card statements electronically then all of Your Account statements will be delivered to Your Electronic Mailbox.
Can I receive my savings account statement by post and my current account statement electronically?	No, if You choose to receive electronic or paper statements this will apply to all Your accounts, excluding credit card statements.
Can I receive all of my statements (including those for my credit card account) electronically and on paper?	No, if You receive statements electronically and You tell Us that You want to start to receive these on paper, We will close Your Electronic Mailbox.

Can I ask you to stop sending me notifications when statements or documents are available in Electronic Mailbox?

You can unsubscribe from the notification service at any time - simply follow the instructions on the eBanking web pages under "Electronic mailbox and agreements". You cannot unsubscribe from the notifications for credit card statements. You will be notified each time a credit card statement is sent to Your Electronic Mailbox.

If You have unsubscribed from the Electronic Mailbox service, You can ask Us to reactivate it. You will need to contact Us to do this - You cannot do it online. It can take 7 days to reactivate the Electronic Mailbox and You should be aware that any documents sent to You during the period since You unsubscribed will not be available to view.

How can I apply for new Accounts or services?

Within eBanking You can make secure applications for bank products and services:

- overdrafts and loans - click on Lending;
- a new credit card - click on New Credit Card;
- a new Account - click on Accounts and select either "Current Account" or "Savings and deposit accounts".

Simply follow the instructions on the screens.

You must be 18 or over to apply for credit. Terms and conditions will apply.

How can I order foreign currency?

Within eBanking You can make a secure order for foreign cash which You can then collect at Your local branch. Click on "Cards & currency," then select "Order foreign currency" and follow the instructions on the screen.

You should read the terms and conditions that apply (available on the eBanking web pages) before placing an order using this service.

Can I set up alerts with you?

Yes. You will need to register for Subscription services. You can do this by clicking the 'Electronic mailbox and agreements' tab within eBanking. You will be asked to accept the terms and conditions before proceeding. Alerts will be sent to Your email address and/or Your mobile phone by text message (depending on the service). All alerts are sent in an unencrypted form and it is important that You take steps to protect Your information from being available for other unauthorised persons to access.

There are different types of alerts. Click 'About eBanking' and select Subscription service. Select the 'Personal information' tab and check that We hold Your up to date contact details. Then click the 'Subscriptions' tab and choose from the following services:

1. Message from bank - Notification about a secure message
2. Account Balance Service
You can ask Us to send You the following alerts:
• when the account balance reaches certain limits;
• regular account balance information; or
• where a debit or credit of an amount that You specify have been processed through Your Account
3. Insufficient funds - Notification if there are insufficient funds in Your Account to make a payment You have set up in eBanking (excluding Standing Orders)
4. SEPA Direct Debit - Notification when You receive a SEPA Direct Debit collection.

You can unsubscribe from Subscription services at any time by following the instructions on the screens within eBanking.

How can I sign agreements with you using my Electronic Signature within eBanking?

When we ask You to electronically sign any document, You may not be required to input all the parts of Your Electronic Signature. Before You electronically sign any document, We will make it clear to You what parts of Your Electronic Signature are needed. Any document signed by You or an Authorised User using Your Electronic Signature will be treated by Us as valid and will be binding on You.

What is Geoblocking?

Geoblocking is a security feature allowing You to manage the use of Your cards outside the UK.

What is 'Spending overview'?

Spending overview is a tool which allows You to categorise most of the payment transactions on Your Accounts. Using information that is available to Us with the payment information We will assign each payment to a specific category (for example - clothing, household goods, transport). You can change the categorisations and the new categorisations will immediately be applied.

You will be automatically registered for spending overview provided that You are over 18 years old.

We cannot guarantee that this tool will be accurate or suitable for Your purposes.

6. What if I make a mistake when keying a payment and the payment goes to the wrong account or is for the wrong amount?

Scenario	What to do	What We will do
I make a mistake when keying a payment and the payment goes to the wrong account or is for the wrong amount	You should contact Us as soon as You discover the mistake and provide Us with as much information about the payment as possible.	We will trace the payment for You and then take steps to ask the payee's bank to freeze the funds and return them to Us. If there are no funds remaining in the payee's account or the payee refuses to return the funds We will inform You. If the payee's bank is a UK bank, You can ask Us to request the name and address of the payee so that You can take further legal action to try to recover the funds.

We cannot guarantee that You will be able to get the funds paid back to You. It is important that You take care when inputting the details for a payment - always check the amount and the account name, sort code and account number for the payee.

7. Can the agreement be ended?

Who can end the agreement?	Minimum number of days' notice	Method of notice	What does ending the agreement mean?
You can end the agreement at any time Your agreement will also end immediately if You close all of Your Accounts	None	In writing	You, and any Authorised Users, will not be able to access eBanking, any optional services or use the services of TPPs
We can end Your agreement for one of the reasons set out in Clause 20 of the 'General terms and conditions - Personal Accounts'	In some cases We can end the agreement immediately. In other cases 2 months' notice will be given	In writing	

We can also stop or suspend Your Electronic Signature, and/or an Authorised User's Electronic Signature, immediately - which means that You will not be able to access eBanking, use any optional services or any TPP services. We can do this for any of the following reasons:

- We reasonably believe that an Electronic Signature is at risk of being compromised;
- We have reasonable grounds to suspect unauthorised or fraudulent use of the Electronic Signature or the associated services;
- Your Account is overdrawn and We believe that there is a significantly increased risk that You may be unable to repay the overdrawn amount;
- We have a legal obligation to suspend or end the services - for example a court or regulator tells Us to.

If it is reasonably possible to do so, and it is not a breach of security or against the law, We will contact You and tell You what We intend to do and why. If We are not able to contact You in advance and a payment is prevented We will try to make this information available to You online.

Where appropriate, We will provide You with a replacement Electronic Signature as soon as reasonably possible after the reasons for stopping it cease to exist.

8. Can the agreement be changed?

Yes. We can make changes to these terms and conditions as set out in Clause 27 of the 'General terms and conditions - Personal Accounts'.

We can also update the App from time to time. You may not be able to use the App unless You download the latest version and accept any revised terms and conditions.

9. What if I am unhappy with the service you are providing?

If You are not happy with any part of Our service, please ask Us for a copy of Our leaflet 'Putting things right for you - Personal Customers' or visit Our Website. We aim to deal with complaints in a way Our customers are satisfied with. Further details are set out in the 'General terms and conditions - Personal Accounts'.

10. Is there any other important information?

Yes, there are some additional important things You need to know:

We are not liable:

1. for any breakdown or interruption to the eBanking or any optional services that is caused by periods of planned downtime including for routine maintenance to computing or electronic or other communications equipment;
2. for any delays or errors caused by other parties such as where another bank or financial institution fails to credit or debit an account in a timely manner;
3. for any breakdown in, interruption or errors caused to Your or any Authorised User's computing equipment or mobile devices as a result of using the eBanking service or any optional services;
4. for the destruction, delay or loss or damage to data which occurs prior to the data being received by Us - even if this results in non-payment, multiple payment of or delay in complying with any instruction from You;
5. to a payee, where You or an Authorised User provides incorrect information such as an incorrect account name, sort code or account number for the payee;
6. for any loss which is not a foreseeable consequence of Us breaking this agreement;
7. for losses or damage which arises due to any modification by You of Your Electronic Signature.

We cannot exclude Our liability for:

1. fraudulent misrepresentation by Us or Our employees;
2. death or personal injury caused by Our negligence or the negligence of Our employees;
3. breaching Your statutory rights as a consumer.

11. What is the meaning of key words?

Account	the bank account or accounts that You hold with Us and which You can view and/or access using Your Electronic Signature
App	a software application which You can download to Your mobile or tablet
App Store	an online digital store which allows You to download Our Apps
Authorised User	a person who You have authorised to access Your Account and to whom We have issued an Electronic Signature
Danske ID	an App which will generate a One Time Password
Danske Mobile Bank App	an App that makes our eBanking service available through a mobile phone. You will be asked to bind the device when You first log on
Electronic Mailbox	a service in eBanking allowing You to receive statements and other important information from Us electronically
Electronic Signature	a combination of Your User ID, Passcode and One Time Password
eSafeID device	a device which automatically generates a One Time Password every 30 seconds
One Time Password	This is one of the parts of Your Electronic Signature. We provide You with a way to generate Your One Time Passwords.
Passcode	This is one of the parts of Your Electronic Signature. We will issue You with a temporary Passcode to log into eBanking for the first time and create Your personalised Passcode.
Payment Table	The Payment Table set out in the 'General terms and conditions - Personal Accounts'
User ID	An 8 digit number that forms part of Your Electronic Signature
We, Us, Our or the Bank	Northern Bank Limited having its registered office at Donegall Square West, Belfast (registered number R568). Danske Bank is a trading name for Northern Bank Limited.
Website	The web pages available at danskebank.co.uk
You or Your	the Account Holder and, where applicable, also includes an Authorised User

12. Where can I get help?

For queries concerning the eBanking Service contact Our eBanking Customer Service on 0345 603 1534.

Calls to the eBanking Customer Service are charged at local rate. Customers calling from mobile telephones may be charged a different rate. Please contact Your phone company for details.

The eBanking Service (including Danske Mobile Banking App) may be temporarily unavailable for periods of routine maintenance.

If you have a
Debit Mastercard
Personal Card
read this section.

Special Terms and Conditions - Debit Mastercard Personal Card

These Special Terms and Conditions are in addition to the General Terms and Conditions - Personal Accounts and to any Special Terms and Conditions for Your Account. Unless otherwise stated where these Special Terms and Conditions are not consistent with the General Terms and Conditions or any Special Terms and Conditions for Your Account then these Special Terms and Conditions will apply to the extent of that inconsistency in relation to Your use of Your Debit Mastercard Card.

1. Scope

These Special Terms and Conditions (as may be amended from time to time) govern the possession and use of the Card and Personalised Security Credentials.

2. Definitions

The Definitions set out in the Bank's General Terms and Conditions - Personal Accounts apply. In addition the following definitions apply to these Special Terms and Conditions.


"Account" means any personal current Account or any personal savings Account for which the Card is issued;

"Card" means a Debit Mastercard Card issued on Your Account and includes all of the information shown on the Card. The Card may or may not bear a Contactless Indicator;

"Cardholder" means any person to whom We issue a Card at Your request (including for the avoidance of doubt, You);

"Cash Transaction" means any cash payment out of Your Account as mentioned in Clause 5.3 or any donation to charity as mentioned in Clauses 5.2.1 and 5.2.2;

"Contactless Chip Transaction" means any payment made out of Your Account which is authorised as mentioned in Clause 5.7.2;

"Contactless Indicator" means the following symbol 

"Credit Transfer" means an electronic transfer of money directly from one account to another;

"Danske ID" is an online application that can be used to authenticate Your identity;

"Debit Transaction" means any payment made out of Your Account or authorised as mentioned in Clauses 5.4, 5.5, 5.6, 5.7.1 or 5.7.2;

"EEA" means the European Economic Area, comprising the Member States of the European Union, plus Iceland, Liechtenstein and Norway;

"Function" means a function of the Card or Debit Number;

"Geoblocking" is a security feature that allows You to manage the use of Your Card outside the UK;

"Original Credit" means a payment into Your Account as described in Clause 6.3;

"Person" means an individual, firm, company, society or unincorporated association;

"Personal Identification Number" ("PIN") means the personal identification number that We give You to enable You to access Your Account or Service such as use of a Card;

"Personalised Security Credentials" means the personalised features provided by Us (such as Your PIN, Danske ID, password or other secure code) to enable You to authenticate Yourself for the purpose of accessing Your Account;

"Qualifying Area" means the territory of the United Kingdom and the EEA states;

"Recurring Transaction" means a series of Debit Transactions which are debited from Your Account at agreed intervals pursuant to an authorisation which the Cardholder has provided to a Supplier as mentioned in Clause 5.6. The payments can be for varying amounts and the agreed intervals can be for different frequencies;

"Spending Limit" means, subject to the available balance plus any Arranged Overdraft in Your Account, any daily restriction on the amount that the Cardholder can spend when making a Transaction. Spending Limits are subject to change;

"Supplier" means any Person who accepts the Card or Debit Number as a means of making or authorising payment;

"Transaction" means any Cash Transaction or Debit Transaction (which includes Contactless Chip Transactions);

"You" and **"Your"** means any person operating an Account with Us for which the Card is issued.

3. Obligations of the Account Holder

3.1 A Card will only be issued to a Cardholder in accordance with any Mandate given to the Bank. If You ask Us to issue a Card to a Cardholder then You will be liable for all Transactions which that Cardholder authorises and You will be liable for all indebtedness created by that Cardholder as if the Card had been issued to and used by You. You can ask Us at any time to cancel any Card and You are responsible for ensuring that any such Card is returned to Us.

3.2 Where any obligation is imposed on a Cardholder by virtue of this Agreement then You are responsible for ensuring that the Cardholder is aware of that obligation and complies with it.

4. Overdrawing and Spending Limits

4.1 Overdrawing is subject to the Terms and Conditions for the Account.

4.2 If the Cardholder is under 16 years of age then the Spending Limit which applies when using the Card to make a Debit Transaction will be set at zero. The Cardholder will not be separately advised of this in writing. The Cardholder can apply to change this Spending Limit but any such application must be approved by the Cardholder's parent or guardian on the Bank's approved form. Once the Cardholder attains 16 years of age they will need to apply to change this Spending Limit from zero as this will not be done automatically.

4.3 If the Cardholder is over 16 years old no Spending Limit will apply when using the Card to make a Debit Transaction. This means that there will be no daily restriction (subject to the Terms and Conditions for the Account) on the amount that the Cardholder can spend on goods and services at selected electronic terminals (POS terminals) and through certain internet sites operated by Suppliers. The Cardholder will not be separately advised of this in writing. The Cardholder can apply to change this Spending Limit on the Card but any such application must be approved in accordance with the mandate held by the Bank for the Account.

- 4.4 We may, following a request from the Account Holder, advise the Cardholder in writing that a Spending Limit when using the Card to make a Debit Transaction, will be set on the Card. This means that there will be a daily restriction on the amount that the Cardholder can spend when making a Debit Transaction.
- 4.5 The Spending Limits which apply when using the Card to make a Cash Transaction are set out in the Payment Table.
- 4.6 The Spending Limits which apply when using the Card to make a Contactless Chip Transaction are set out in the Payment Table. If You have asked Us to set a Spending Limit for Debit Transactions on Your Card then each Contactless Chip Transaction will also be counted as a Debit Transaction for the purposes of determining compliance with that Spending Limit. You will be able to use Your Card to carry out Contactless Chip Transactions where the Card has this functionality. A Card which bears the Contactless Indicator will have this functionality.
- 4.7 In all cases, You can request that the relevant Spending Limit is varied on the Card by contacting Your Branch.

5. Functions of the Card and how You can give and withdraw Your consent to a Transaction to make a payment out of Your Account

In order for payments out of Your Account to be made using the Card a Cardholder's consent will be required. The consent required will vary depending upon the type of Transaction.

The Cardholder cannot stop or reverse a Transaction after a payment has been authorised in one of the ways set out in this Clause 5. We can only refund a payment which has already been authorised if the Payee refunds Us.

Further information on Disputed Payments is set out in Clause 5.9.

The terms and conditions set out in this Clause 5 will only apply to (a) a domestic payment transaction which takes place wholly within the United Kingdom and the currency of the transaction is in sterling, (b) those parts of any payment transaction which take place within the United Kingdom where either of the following applies:

- (i) both the Payer and the Payee are in the United Kingdom but the currency of the transaction is in a currency other than sterling or euro; or
- (ii) either, but not both, the Payer and the Payee is in the United Kingdom and the currency of the transaction is in a currency other than euro, and
- (c) a payment transaction which takes place wholly within the Qualifying Area and the currency of the transaction is in euro.

- 5.1 The Cardholder cannot use the Card as a cheque guarantee Card.
- 5.2.1 The Cardholder can use the Card with the PIN to withdraw cash, to make a donation to a charity (where the cash machine provider offers this service) and to access other services from cash machines which are authorised to accept the Card. For these purposes, there is a daily cash withdrawal limit on Your Card. The standard daily cash withdrawal limits for Cards are set out in the Payment Table. However, We may agree to a request from You to change the daily cash withdrawal

limit. Please ask Your Branch for details. The minimum withdrawal amount will depend upon the cash machine provider.

- 5.2.2 When the Cardholder uses the Card with their PIN to make a donation to a charity at a cash machine then the following terms will apply:

- Not all cash machine providers will offer this service. We do not provide this service (the service to make a donation to a charity) at any of Our cash machines;
- Where you choose this service, the donation can be made to one of the charities selected by the cash machine provider and further details will be available from the cash machine provider. We are not responsible for the charities selected nor for any agreements that may exist between the charity and the cash machine provider;
- The Transaction will be processed as a Cash Transaction and will be included in any calculation of the daily cash withdrawal limit for Your Card;
- The Transaction will not be eligible for gift aid. If the Cardholder wishes to make a donation to charity with the benefit of gift aid then an alternative method of making the donation should be used. Please ask Your branch for details;
- The donation to charity can be made either as a single Transaction at the cash machine or it may be combined with the provision of another service. Where it is combined with the provision of another service then the Cardholder will be asked to authorise the Transaction or series of Transactions by inputting the PIN only once. This will constitute a valid consent to process the Transaction or series of Transactions which will appear on Your statement as separate entries.

- 5.3 The Cardholder can use the Card to make a cash withdrawal in pounds in the UK by presenting the Card at any Danske Bank branch in Northern Ireland or at a Post Office® counter. The Danske Bank Branch will require the Cardholder to sign a withdrawal authority. A Post Office® counter will require the Cardholder to use the Card with the PIN to authorise the withdrawal. The maximum withdrawal amount at a Post Office® counter is £500 (five hundred pounds sterling). The maximum withdrawal amount may not be available at every Post Office counter at all times.

- 5.4 The Cardholder can use the Card to make or authorise payments to Suppliers by presenting the Card or supplying the information shown on the Card to the Supplier. If the Cardholder uses the Card to make a payment on the internet We may need to authenticate their identity before payment can be authorised. Authentication is the process We use to confirm the person accessing the account is the Cardholder. We authenticate a Cardholder's identity using Personalised Security Credentials provided for this purpose. We may also use third party authentication services to confirm the Cardholder's identity. Personalised Security Credentials may need to be activated or registered with Us before they can be used and We will provide instructions on how to do this. Cardholders may also be required to register with an authentication service. In particular, the Cardholder's mobile phone number and/or

email address may be required to complete the authentication process. For this reason, it is important to keep information registered with Us up to date. If We are unable to authenticate the Cardholder's identity, We may not be able to authorise payments.

5.5 The Cardholder can use the Card and PIN to make or authorise payments to Suppliers where the Supplier has the necessary technology to facilitate this mode of transaction. On some occasions the Supplier may agree to accept the Card and the signature of the Cardholder (for example where the technology is unavailable or is not working). If You or any Additional Cardholder has been provided with a Card without a PIN then, in respect of this Clause 5.5 You or any Additional Cardholder authorise payments to Suppliers by presenting the Card and signing an authorisation request - provided that the Supplier agrees to accept this form of consent. Other Services where the form of consent, set out in this Clause 5, requires the use of a PIN will not be available to You.

5.6 The Cardholder can use the Card (with the Personalised Security Credentials if required) to authorise a Recurring Transaction. In these circumstances the Cardholder is giving consent to the Supplier to make each Recurring Transaction without the need for the Supplier to seek repeat authorisations. Typically this method of payment can be used for subscriptions for gym memberships, magazines, mobile phone services and other regular subscriptions. The Supplier should make the terms under which payments will be requested by way of Recurring Transaction clear to the Cardholder. A Recurring Transaction is not a Direct Debit and the Cardholder will not have the protections of the Direct Debit Guarantee Scheme in respect of any Recurring Transactions which are made from the Account. If the Cardholder wishes to cancel a Recurring Transaction then the Cardholder should inform Us no later than 3.30pm on the Business Day before the Supplier requests an authorisation for the next payment to be taken from the Account. If any further payments are taken from the Account after that date under the Recurring Transaction authority then We will immediately refund these to You on request. We also recommend that the Cardholder contacts the Supplier and gives notice of withdrawal of consent to any further payments being made from the Account under the Recurring Transaction authority. This will not cancel the agreement with the Supplier but it will cancel the payment authority.

Where both the Payer and the Payee are (i) in the United Kingdom or (ii) in the Qualifying Area in the case of a euro payment, if you can show Us that You did not authorise a Recurring Transaction or that You gave notice to the Supplier that it was cancelled then We will immediately refund any payments that were taken from Your Account, without Your authority, after that date.

5.7.1 The Cardholder can use the Card or Card details (with Personalised Security Credentials - as required) to authorise a Debit Transaction where the exact amount that will be debited is not known at the time of the authorisation (for example to hire a car or hotel room). In these circumstances:

(a) provided that both the Payer and Payee are (i) in the United Kingdom or (ii) in the Qualifying Area in the case of

a euro payment, the Cardholder may apply for a refund within eight weeks of the date the payment was taken from the Account, if the amount exceeds what the Cardholder would reasonably have expected to be taken from the Account taking into account the Payer's previous spending pattern and the terms and conditions that apply to the Card and the circumstances of the case. In order to process a refund request We may require the Cardholder to provide Us with additional information. We will either make the refund or provide the Cardholder with Our reasons for refusing to make the refund within 10 Business Days of receiving the request or, where applicable, within 10 Business Days of receiving such additional information as We have requested from the Cardholder.

The Cardholder will not be entitled to a refund where the amount exceeds the Cardholder expectation solely due to a change in the exchange rate charged for Debit Transactions on the Account or where the Cardholder provided consent directly to Us for that payment to be made and (if applicable) details of the amount of the payment have been provided or made available to You (for example, by way of a Statement) for at least 4 weeks before the date it was due;

(b) in respect of any parts of the transaction which take place (i) in the United Kingdom or (ii) in the Qualifying Area in the case of a euro payment, We will not block funds on Your Account unless You have authorised the exact amount of the funds to be blocked and We will release the blocked funds without undue delay after becoming aware of the amount of the payment transaction and, in any event, immediately after receipt of the payment order.

5.7.2 The Cardholder can use the Card, if it bears the Contactless Indicator, to make a payment in certain retail outlets by holding the Card close to a Point of Sale Terminal which has contactless functionality enabled (**Contactless Chip Transactions**). For such Transactions the payment will be authorised by the Cardholder when the Cardholder places the Card within approximately 4 cm of the contactless terminal and without either inserting the Card into the contactless terminal or entering a PIN. As a security feature, occasionally the Cardholder will be asked to insert the Card into the terminal and enter a PIN in order to complete a Transaction. A Spending Limit applies to Contactless Chip Transactions as set out in the Payment Table.

5.8 The Cardholder may change their PIN or unlock their PIN by accessing the PIN Management Services option on those cash machines which have been authorised to offer this facility.

5.9 If the Cardholder disputes a payment that has been made from the Account using the Card then the Cardholder must provide Us with full details including the reasons for the dispute. We will investigate the claim. In certain circumstances it may be possible for Us to attempt to chargeback the Transaction under the card scheme rules. Chargeback does not give You any rights or protections and an attempt to chargeback a Transaction is not guaranteed to be successful. It is important that the Cardholder lets Us know about the disputed Transaction as soon as possible. We can only attempt a chargeback request within 120 days from the date that

the Transaction appeared on the Account. If the payment has been processed as a Credit Transfer and not a Card payment out of Your Account then this Clause 5.9 will not apply. A payment can be processed as a Credit Transfer where for example You use the services of a TPP to access Your Account online to make a payment. Further information about TPPs can be found in Clauses 5.5.9 and 8 of the General Terms and Conditions - Personal Accounts.

6. Payments into Your Account using Your Card

- 6.1 The terms and conditions set out in this Clause 6 will only apply to (a) a domestic payment transaction which takes place wholly within the United Kingdom and the currency of the transaction is in sterling, (b) those parts of any payment transaction which take place within the United Kingdom where either of the following applies:
- (i) both the Payer and the Payee are in the United Kingdom but the currency of the transaction is in a currency other than sterling or euro; or
 - (ii) either, but not both, the Payer and the Payee is in the United Kingdom and the currency of the transaction is in a currency other than euro, and
 - (c) a payment transaction which takes place wholly within the Qualifying Area and the currency of the transaction is in euro.
- 6.2 You can make a cash payment into Your Account at a Post Office® branch (where this service is available) by using Your Card. We will use the information from the chip/magnetic stripe on the Card to identify the Sort Code and Account Number of the Account to be credited.
- 6.3 A Supplier may ask You to use Your Card and PIN where the Supplier wishes to refund a Debit Transaction to Your Account which had been authorised by the Card.
- 6.4 A Supplier may credit funds to Your Account using Your Card details. This would apply where You have a contract with the Supplier under which the Supplier may be obliged to pay You money in certain circumstances and the Supplier has used Your Card details for the purposes of making that payment. The payment into Your Account is known as an "Original Credit". The maximum and minimum amounts that can be credited to Your Account using this method vary. Further details can be found on the Payment Table or from the Supplier.

7. Restrictions On Use

- 7.1 The Card can only be used:
- (a) during the validity period shown on the Card;
 - (b) in accordance with these Special Terms and Conditions; and
 - (c) in accordance with the verification procedures and operating instructions which the Bank approves from time to time.
- 7.2 The Bank will from time to time renew the Card when it expires, except as mentioned in Clause 13.4.
- 7.3 The Bank will from time to time, if the Cardholder asks and except as mentioned in Clause 13.4:
- (a) replace a damaged Card; and
 - (b) replace a Card and change the Personalised Security Credentials where any of these is liable to misuse, if in the reasonable opinion of the Bank the replacement of these will not be misused.

- 7.4 If You request a replacement Card that is not a renewal on expiry, We will charge You a replacement Card fee which will be debited to Your Account. In some cases (for example where there has been fraud on Your Account or Your Card has been stolen), We may waive the replacement Card fee. Details about the replacement Card fee can be found in Our 'Fees and service charges explained' leaflet.
- 7.5 The PIN change facilities may be temporarily unavailable during the period a Card is being renewed or replaced.
- 7.6 The Card must not be used if the Agreement is ended or if the Card is stopped or suspended. The Card must not be used for any Function which is stopped or suspended or which is not offered as a Function of the Card within the Terms and Conditions for the Account.
- 7.7 The Bank is the owner of the Card. If the Bank ends the Agreement or stops or suspends the Card, the Bank can keep the Card or, if the Bank asks, the Cardholder must immediately cut the Card vertically through the magnetic stripe on the Card and through the electronic chip on the Card and return the Card to the Bank.

8. Debits

- 8.1 We can debit the amount of a Cash Transaction or Debit Transaction to the Account. Details are set out in the Payment Table under the heading 'Payments from Your Account'. The Entry Date can be after the date of the Transaction if the cash machine operator or the Supplier delays in asking Us for payment.
- 8.2 We can choose the order in which We debit all or any Transactions. We can choose to debit all or any Transactions in priority to other drawings.
- 8.3 We will convert into sterling the amount of a non-sterling transaction or a refund of a non-sterling transaction at a rate determined by Us for the relevant currency (known as the "Danske Bank Card Exchange Rate (UK)"). A non-sterling transaction is a Transaction where You have not opted to pay in sterling either at the point of sale by making a debit card payment in a foreign currency or by making a cash withdrawal in foreign currency outside the UK (or within the UK where this facility is available) and We then convert the Transaction amount into sterling before We debit Your Account. The Danske Bank Card Exchange Rate (UK) is the Payment Scheme Reference Exchange Rate which is applied on the date that the Transaction was received by the Payment Scheme. This rate is subjected by Us to average weighting so that the exchange rate used for all Transactions processed by Us on that date is equalised. Transactions can be processed by Us on non-Business Days. The statement 'Entry Date' for a Transaction that is processed on a non-Business Day will be the next Business Day. The Payment Scheme Reference Exchange Rate is the exchange rate set by Mastercard and which is prevailing at the time Your Transaction was received by the Payment Scheme. You can compare the Payment Scheme Reference Exchange Rate (including any non-sterling transaction fee) to the latest published European Central Bank rate for certain currencies on Our Website at danskebank.co.uk/personal/products/card-currency-conversion-calculator. We will apply the Danske Bank Card Exchange Rate (UK) when the Transaction is

processed by Us.

You can find out the Danske Bank Card Exchange Rate (UK) for the relevant currency from Our Website at danskebank.co.uk/travelmoney. The rates displayed are historical and are therefore indicative only for the purposes of calculating the rate that You will be charged for a non-sterling transaction that has not yet been processed by Us. Daily rate fluctuations will occur.

- 8.4 The Danske Bank Card Exchange Rate (UK) for the relevant currency will be adjusted by adding a non-sterling transaction fee of 2.75% of the value of the Transaction where applicable. Please see Our 'Fees and service charges explained' leaflet for further details. The adjusted rate will be the rate that appears on Your statement. Your statement will also display the amount of the non-sterling transaction fee.
- 8.5 When You authorise a non-sterling transaction We reserve the amount of the Transaction against the available balance on Your Account. This means that Your available balance is immediately reduced by the amount of the Transaction. When the currency conversion takes place the amount debited to Your Account may differ from that which was reserved, in accordance with Clause 8.3 above. The non-sterling transaction fee will be debited to Your Account and the Entry Date on Your statement will be the same date as the non-sterling transaction is debited to Your Account.
- 8.6 If a non-sterling transaction is refunded to Your Account You will not have to pay any non-sterling transaction fee in relation to the refund. We will not refund any non-sterling transaction fee that You were charged in respect of the original Transaction.

9. Your liability

- 9.1 Subject to Clause 10, You will be liable for all Transactions which have been authorised in one of the ways set out in Clause 5.
- 9.2 You will be so liable, even if, after the date of authorisation:
- (a) joint Account instructions have ended or altered;
 - (b) the debit is delayed;
 - (c) the agreement between You and Us under these Special Terms and Conditions is ended;
 - (d) the Card is stopped or suspended or expired;
 - (e) You have asked Us to cancel any Additional Card but the Additional Card has not been returned to Us; or
 - (f) any Function is stopped or suspended.
- 9.3 We can take these payments:
- (a) from money in the Account, if there is any available;
 - (b) from any Arranged Overdraft facility or arranged excess for the Account; or
 - (c) by permitting an Unarranged Overdraft.
- 9.4 You must, as soon as the Bank demands, repay any overdrawn which arises as mentioned in Clause 9.3.

10. Your Liability if the Card or Personalised Security Details are lost, stolen or misused

- 10.1 If:
- (a) the Personalised Security Credentials become known (or You or any Cardholder suspects have become known) to anyone other than the Cardholder;

- (b) You or any Cardholder become aware that the Card or Personalised Security Credentials have been lost, stolen or has been fraudulently accessed;
- (c) You or any Cardholder become aware of any unauthorised Transaction or error on the Account using the Card or Personalised Security Credentials; or
- (d) You or any Cardholder think someone else has or may try to access Your Account using the Card or Personalised Security Credentials.

You and/or any Cardholder must notify Us without undue delay. You and/or any Cardholder can do this by way of any of the methods set out in Part 1 of the General Terms and Conditions - Personal Accounts under the heading 'How You can contact Us'. Further details are available in any Branch and on Our Website. You can also notify Us through a Card notification agency which the Bank approves.

If a Card is retained or recovered after We have received notice under this Clause 10.1, the Card or Personalised Security Credentials must not be used, and the Card must be cut vertically through the magnetic stripe on the Card and through the electronic chip on the Card and safely disposed of.

- 10.2 You and any Cardholder must give Us, if asked, all information You or any Cardholder may have relating to the matter notified under Clause 10.1 and/or any other information which We can reasonably ask for to help Us to recover the Card and investigate the matter. We can require You to report the matter to the police. We can disclose any information which We reasonably decide may be relevant to the police and to any other authorities that We reasonably decide may be relevant.
- 10.3 Where a Card or Personalised Security Credentials have been lost or stolen, You will not have to pay anything for any losses in respect of unauthorised payments arising after You reported the loss or theft to Us.
- 10.4 Further details about Your liability and Our liability are set out in Clauses 6 and 7 of the General Terms and Conditions - Personal Accounts.

11. Care of the Card and Personalised Security Credentials

- 11.1 The Cardholder must only use the Card and Personalised Security Credentials in accordance with these Special Terms and Conditions.
- 11.2 The Cardholder must never allow anyone else to use the Card or Personalised Security Credentials. If You want to authorise someone else to have a Card on the Account then You can ask Us to issue a Card to that person. You will remain liable for any Transactions that are made using any Card that is issued on the Account.
- 11.3 The Cardholder must at all times take reasonable steps to keep the Card and Personalised Security Credentials safe. The Cardholder must:
- Never post the Card to anyone - not even to Us - without firstly cutting the Card vertically through the magnetic stripe and the electronic chip on the Card;
 - Never respond to an email, SMS or telephone request, even where this appears to be from Us, which asks You or the Cardholder to enter or provide the Card details and/or Personalised Security Credentials. We

will never send You an email, SMS or telephone You to seek this information. If You receive an email, SMS or a telephone call of this nature then it is likely to be fraudulent;

- Never give the Card to anyone else. When making a Transaction the Cardholder should retain control of the Card at all times;
- Never give the Personalised Security Credentials to anyone else, not even the police, or Bank staff; Always keep any device used for the purpose of generating or receiving Personalised Security Credentials secure and protected from unauthorised use, for example, by setting up a PIN or other protection to restrict access to this information;
- Always remove any Personalised Security Credentials or information relating to these credentials from a device before replacing or disposing of it.
- Never write the PIN on the Card or on anything usually kept with it. If the Cardholder writes the PIN down then they must take reasonable steps to disguise it;
- Always ensure that when using a key pad to enter the PIN (e.g at a cash machine or in a shop), the Cardholder takes steps to cover and conceal the PIN, even where there is no one else present;
- Always take reasonable steps when using the Card details online to ensure that the website the Cardholder is using is safe e.g. only use websites where the URL line begins with https:// and where the padlock symbol is displayed;
- Always exercise care with the storage and disposal of any information about the Card and Personalised Security Credentials, for example, PIN or password notifications should be destroyed as soon as they are used and should never be shared with anyone;
- Always sign the Card issued as soon as it is received if signature strip is present;
- Never choose Personalised Security Credentials containing a combination of numbers which may be easy to guess (for example, birthdays, consecutive numbers, etc).

12. Suppliers etc.

- 12.1 Any prospective Supplier can ask Us to authorise a prospective Debit Transaction. We can refuse to authorise a prospective Debit Transaction. Where We do so We will give notice of the refusal via the Supplier. If the Cardholder was not made aware of the reasons for the refusal at the time of the Debit Transaction, We will make this available if You contact Us. See the section in Part 1 of the General Terms and Conditions - Personal Accounts - 'How You can contact Us'.
- 12.2 After the Bank has authorised a prospective Debit Transaction, the Bank will:
- (a) reduce the amount available for withdrawing from the Account by the amount of the payment authorised (whether or not debited); and
 - (b) restore the amount available for withdrawing from the Account if the Bank has received satisfactory verification for this purpose from the prospective Supplier.

12.3 If You are entitled to a refund We will credit to the Account the amount of the Debit Transaction.

12.4 You must not withhold payment to the Bank or otherwise make any claim or set-off against the Bank for any claim which You or any Cardholder may have against any Supplier, unless the law gives You a right to do this.

12.5 The Bank will not be liable to You (whether or not it is the Cardholder who makes or tries to make the Transaction) for:

- (a) any failure or delay by any other Person to accept the Card; or
- (b) any failure or delay by any other Person to carry out a Function detailed at Clause 5 of these Special Terms and Conditions because the Cardholder is unable for any reason to use their Personalised Security Credentials to authorise a payment or Transaction; or
- (c) the way in which any other Person communicates such failure or delay or communicates any refusal to authorise a prospective Debit Transaction.

13 Stopping or Blocking Your Card

13.1 We can stop or suspend all or any of the Cards, or stop or suspend any Function, or refuse in relation to any Cardholder to renew or replace any Card for any of the following reasons where:

- (a) We reasonably believe that the security of the Card or Personalised Security Credentials are at risk;
- (b) We have reasonable grounds to suspect unauthorised or fraudulent use of the Card or Personalised Security Credentials;
- (c) Your Account is overdrawn and We believe that there is a significantly increased risk that You may be unable to fulfil Your obligations to repay the overdrawn amount;
- (d) We have a legal obligation to do so; or
- (e) You have broken these Terms and Conditions.

We may also refuse to carry out individual Transactions on Your Account in accordance with Clause 9 of the General Terms and Conditions - Personal Accounts.

13.2 Where We have exercised Our rights under Clause 13.1 We will where reasonably possible (and where it would not be a breach of security or be against the law) give You appropriate notice of Our intention to do so and explain Our reasons. If We have not contacted You in advance and a Transaction is refused We will make this information available to You if You contact Us. See the section in Part 1 of the General Terms and Conditions - Personal Accounts 'How You can contact Us'. We will replace Your Card and/or Personalised Security Credentials as soon as reasonably practicable after the reasons for stopping their use cease to exist.

13.3 You can end the Agreement by giving notice in accordance with the General Terms and Conditions - Personal Accounts to Your Branch, cutting all Cards vertically through the magnetic stripe on the Card and through the electronic chip on the Card and enclosing all Cards with the notice.

13.4 You can stop any Card by giving notice in writing to Your Branch, cutting the Card vertically through the magnetic stripe on the Card and through the electronic chip on the Card and enclosing the Card with the notice.

13.5 The ending of this Agreement and/or the stopping or suspending of the Card and/or any Function will not affect Your liability to the Bank and the Bank shall remain entitled to honour and to charge to the Account and You shall remain liable for any Transactions and withdrawals (and associated costs, charges and expenses) made or authorised using the Card. It is Your responsibility to ensure that all Cards and other relevant items are returned to Us.

14. Managing the use of Your Card outside the UK - Geoblocking

14.1 Geoblocking is a security feature which provides a Cardholder with a means to manage the use of a Card outside the UK. Geoblocking settings that restrict the use of the Card outside the UK are automatically applied by Us. You can update these settings in eBanking, "Where you can use your card" in Danske Mobile Banking or by contacting Us. You can make changes in relation to (a) geographic areas where the Card may be used and (b) internet Transactions. Geoblocking settings do not apply where a Transaction is processed using Chip and PIN technology or for offline Transactions. Where a Cardholder seeks to set a restriction on the use of the Card using this service We will require them to provide Us with a mobile telephone number that We can use to contact them. If the Cardholder does not provide a valid mobile telephone number then We will be unable to contact them or advise them of any attempted use of the Card which contravenes the settings that have been applied.

14.2 We may, from time to time, decide to automatically apply certain restrictions on Your Card using the Geoblocking function. If We decide to do this We may do so immediately where We reasonably believe that there is a significantly increased risk of fraudulent activity on Cards in that geographic area or in internet Transactions or where use of the Card in that geographic area or for internet Transactions would be unlawful. We will update the information on Our Website and We will write to You within 30 days to advise You of the change. We may do this by including this information on Your statement and/or where You are registered for eBanking by sending You a secure mail.

14.3 We may decide to apply restrictions on the Use of a Card using the Geoblocking function for a reason which is not set out in Clause 14.2. If We do this, We will give You 2 months' notice before the change takes effect. It will be Your responsibility to advise any Cardholder of the change.

14.4 If the Cardholder has provided Us with their mobile telephone number then We will send the Cardholder a text message to alert them (a) if the Card has been used outside the UK (b) if an attempt is made to use their Card outside the UK but that Transaction has been declined because of a Geoblocking setting. If a Cardholder has not provided Us with their mobile telephone number then We will be unable to alert them to any attempted Transaction. If the Cardholder wants to change these settings then they can do so using one of the methods set out in Clause 14.1. Any such change will take immediate effect.

14.5 Further details about how to manage the use of Your Cards outside the UK are available on Our Website or by enquiring at Your Branch.

If you have a
Mastercard Credit Card
read this section.

Personal Danske Mastercard Credit Card Terms and Conditions

PERSONAL DANSKE MASTERCARD CREDIT CARDS TERMS AND CONDITIONS

If You have chosen one of the following personal Danske Bank Mastercard credit cards then these are the Terms and Conditions which are referred to in the credit Card Agreement which You have signed:

Mastercard Platinum, Mastercard Gold, Mastercard Standard and Mastercard Standard Plus.

The Terms and Conditions in Sections 1 - 23 apply to all Danske Bank Mastercard credit cards, with variations between Platinum, Gold, Standard Plus and Standard credit cards detailed in Condition 3.3(a) and Condition 3.10.

A copy of these terms and conditions is available on our website at danskebank.co.uk/docs You may also request a paper copy free of charge by contacting Your branch or by telephoning Us.

It is not possible to enter into a new agreement to open a Mastercard Platinum, Mastercard Gold or Mastercard Standard Plus after 1 April 2013.

1. Definitions applying to this Agreement

A number of words are given a defined meaning at the start of this Agreement.

The following definitions also apply:

"Account" means Your credit card account with Us.

"Account Information Services" means services of the type described in Conditions 2.4(a).

"Additional Cardholder" means anyone to whom We issue an additional Card and Personalised Security Credentials at Your request.

"Agreement" means the agreement between Us and You relating to the Card, including these Terms and Conditions.

"Authorised User" means anyone who You have authorised to access Your Account using Our eBanking Services. We will issue this person with an Electronic Signature.

"Balance Transfer" means a transfer of a debit balance which You owe to another financial institution and which We have agreed to accept and debit to Your Account.

"Bank", "We", "Us" or "Our" means Northern Bank Limited trading as Danske Bank and any person to whom all or any of the rights and/or obligations of the Bank under this Agreement are transferred and any successor in business to the Bank.

"Business Day" means a Monday, Tuesday, Wednesday, Thursday or Friday, excluding Bank and other holidays in Northern Ireland, on which the Bank is usually open for business. In relation to a Payment Transaction, a Business Day means any day on which the Bank is open for business as required for the execution of a Payment Transaction.


"Card" means a Danske Mastercard credit card which We issue to You or to any Additional Cardholder, and includes all of the information shown on the Card. The Card may or may not bear a Contactless Indicator.

"Card Based Payments" are payments out of Your Account made using a card which has been issued by a Third Party Provider. They do not include payments made using Your Danske Mastercard credit Card.

"Cardholder" includes You and any Additional Cardholder.

"Cash Advance" means any cash withdrawal or other cash advance or any transfer to another account at the Bank or any other financial institution (other than a Balance Transfer). By way of example transfers made to another account by using eBanking, Payment Initiation Services or Danske Mobile Banking App will be treated as Cash Advances. Any purchase of traveller's cheques or foreign currency obtained or made in any way by use of the Card will also be treated as a Cash Advance.

"Condition" means a condition in these Terms and Conditions.

"Contactless Indicator" means the following symbol 

"Credit Limit" means the maximum amount of credit allowed on Your Account.

"Customer" "You" and "Your" mean the person who entered into this Agreement with Us.

"Danske ID" is an online application that can be used to authenticate Your identity.

"eBanking" means Our internet based banking system for personal customers.

"EEA" means the European Economic Area, comprising the Member States of the European Union, plus Iceland, Liechtenstein and Norway.

"Electronic Payment" means a payment transaction which is initiated and processed using electronic means and excludes any paper based transactions.

"Electronic Signature" means Your user ID, passcode and one time password for accessing Our online services, signing documents or giving Us instructions electronically. You may not be required to use every part of Your Electronic Signature each time you log on, sign or instruct Us.

"Gambling" has the same meaning as it does in the Gambling Act 2005, where the definition covers gaming (meaning playing a game of chance for a prize), betting (making a bet on the outcome of a competition, the likelihood of anything occurring or not, or whether something is true or not), or participating in a lottery. In relation to Northern Ireland, it means betting, gaming or participating lawfully in a lottery within the meaning of the Betting, Gaming, Lotteries and Amusements (Northern Ireland) Order 1985.

"Introductory Rate" means the interest rate We charge from time to time under this name as set out at Condition 3.3 (b).

"Limited Period Rate" means any lower interest rate (other than the Introductory Rate) than that otherwise applicable to Your Account which we have granted You for Purchases, Balance Transfers and/or Cash Advances for a limited period, as set out at Condition 3.3(c).

"Merchant" means a retailer, Merchant or third party authorised to accept the Card.

"Open Banking APIs" means the Application Programming Interfaces used by Open Banking Limited to share customer information securely.

"Original Credit" means a payment into Your Account as described in Condition 11.3.

"Package" means the package of banking services provided to You by the Bank in connection with which You have been issued with the Card.

"Payee" means the person to whom a payment such as a cheque is made payable or the owner of an account to which a payment is to be credited whichever applies.

"Payer" means the owner of an account from which a payment is to be debited.

"Payment Initiation Services" means services of the type described in Condition 2.4(a).

"Payment Services" means such Services as We provide in relation to payments into and out of Your Account.

"Payment Services Regulations" means the Payment Services Regulations 2017 [SI 2017/752] as amended from time to time.

"Personalised Security Credentials" means the personalised features provided by Us (such as Your PIN, Danske ID, password or other secure code) to enable You to authenticate Yourself for the purpose of accessing Your Account;

"PIN" means the personal identification number issued to or chosen by the Cardholder from time to time.

"Purchase" means a payment transaction other than a Cash Advance or Balance Transfer.

"Qualifying Area" means the territory of the United Kingdom and the EEA states.

"Recurring Transaction" (sometimes known as a "continuous payment") means a series of debit Transactions which are debited from Your Account at agreed intervals pursuant to an

authorisation which the Cardholder has provided to a Merchant as mentioned in Condition 2.3(e) The payments can be for varying amounts and the agreed intervals can be for different frequencies.

“Service” and “Services” means any service which is available on Your Account (including Payment Services) such as allowing You to access and/or operate Your Account through Our eBanking services.

“Standard Rate” means the interest rate We charge from time to time under this name as set out at Condition 3.3.

“Strong Customer Authentication” means authentication based on two or more elements that are independent. The elements are (a) something that You know (b) something that You possess and (c) something that is inherent to You. A full definition is set out in the Payment Services Regulations;

“Third Party Provider” [“TPP”] means an independent provider of services which can offer Account Information Services and/or Payment Initiation Services to You, or which issues instruments for making Card Based Payments out of Your Account.

“Transaction” means Cash Advances, Balance Transfers and Purchases which You or any Additional Cardholder makes using the Card.

“Website” means danskebank.co.uk.

2. Operations on Your Account

- 2.1 We will open an Account in Your name and We will send You a Card and Personalised Security Credentials after Your Agreement has been signed and returned to Us. At Your request at any time during the Agreement We will send a Card and Personalised Security Credentials to any Additional Cardholder. Only You, and not any Additional Cardholder, will be entitled to request changes to Your Account and to ask for details of Your Account.
- 2.2 We will charge to Your Account all Transactions and all other amounts You must pay under this Agreement.
- 2.3 In order for payments to be made using the Card, a Cardholder's consent will be required. The consent required will vary according to the type of payment:
- (a) To withdraw cash via a cash machine, the PIN will be required. To purchase an item face to face either the PIN or the Cardholder's signature will be required;
 - (b) The Cardholder can use the Card, if it bears the Contactless Indicator, to make a payment in certain retail outlets by holding the Card close to a Point of Sale Terminal which has contactless functionality enabled. In these circumstances, the payment will be authorised by the Cardholder when the Cardholder places the Card within approximately 4 cm of the contactless terminal and without either inserting the Card into the contactless terminal or entering a PIN. As a security feature, occasionally the Cardholder will be asked to insert the Card into the terminal and enter a PIN in order to complete a Transaction. A Spending Limit, as set out in the Schedule, applies to contactless transactions;
 - (c) If making a purchase by telephone or over the internet, the Card details will be required;
 - (d) If a Cardholder uses the Card to make a payment on the internet We may need to authenticate their identity before payment can be authorised. Authentication is the process We use to confirm the person accessing the Account is the Cardholder. We authenticate a Cardholder's identity using Personalised Security Credentials provided for this purpose. We may also use third party authentication services to confirm the Cardholder's identity. Personalised Security Credentials may need to be activated or registered with Us before

they can be used and We will provide instructions on how to do this. Cardholders may also be required to register with an authentication service. In particular, the Cardholder's mobile phone number and/or email address may be required to complete the authentication process. For this reason it is important to keep information registered with Us up to date. If We are unable to authenticate the Cardholder's identity, We may not be able to authorise payments;

- (e) The Cardholder can use the Card (with the Personalised Security Credentials - if required) to authorise a Recurring Transaction. In these circumstances the Cardholder is giving consent to the Merchant to make each Recurring Transaction without the need for the Merchant to seek repeat authorisations. Typically this method of payment can be used for subscriptions for gym memberships, magazines, mobile phone services and other regular subscriptions. The Merchant should make the terms under which payments will be requested by way of Recurring Transaction clear to the Cardholder. A Recurring Transaction is not a Direct Debit and the Cardholder will not have the protections of the Direct Debit Guarantee Scheme in respect of any Recurring Transactions which are made from the Account. If the Cardholder wishes to cancel a Recurring Transaction then the Cardholder should inform Us no later than 3.30pm on the Business Day before the Merchant requests an authorisation for the next payment to be taken from the Account. If any further payments are taken from the Account after that date under the Recurring Transaction authority then We will immediately refund these to You on request. We also recommend that the Cardholder contacts the Merchant and gives notice of withdrawal of consent to any further payments being made from the Account under the Recurring Transaction authority. This will not cancel the agreement with the Merchant but it will cancel the payment authority.

Where both the Merchant and You are (i) in the United Kingdom; and (ii) in the Qualifying Area in the case of a euro payment, if You can show Us that You did not authorise a Recurring Transaction or that You gave notice to the Merchant that it was cancelled then We will immediately refund any payments that were taken from Your Account, without Your authority, after that date;

- (f) The Cardholder can use the Card (with the Personalised Security Credentials - as required) to authorise a payment out of Your Account where the exact amount that will be debited is not known at the time of authorisation (for example, when hiring a car or reserving a hotel room).

In these circumstances:

- (i) provided that both the Merchant and You are (1) in the United Kingdom; and (2) in the Qualifying Area in the case of a euro payment, You may apply for a refund from Us within eight weeks of the date the payment was taken from Your Account, if the amount exceeds what You would reasonably have expected in all the circumstances. In order to process a refund request We may require the Cardholder to provide Us with additional information. We will either make the refund or provide You with Our reasons for refusing to make the refund within 10 Business Days of receiving Your request or within 10 Business Days of receiving such additional information as We have requested from You. You will not be entitled to a

refund under this Condition 2.3(f) where the amount exceeds Your expectations solely due to a change in the exchange rate charged for Transactions on Your Account or where You provided consent directly to Us for that payment to be made and (if applicable) details of the amount of the payment had been sent to You (for example, by way of a statement) for at least 4 weeks before the date it was due; and (ii) in respect of any parts of the transaction which take place (1) in the United Kingdom; and (2) in the Qualifying Area in the case of a euro payment, We will not block funds on Your Account unless the Cardholder has authorised the exact amount of the funds to be blocked. We will release the blocked funds without undue delay after becoming aware of the amount of the Transaction and, in any event, immediately after receipt of the payment order. If You use a different means of payment to settle the account, We may not be aware that the original blocking should be released.

- (g) If You are registered for Our eBanking Service You can make an Electronic Payment out of Your Account. You give Your consent by using Your Electronic Signature in accordance with the Special Terms and Conditions for eBanking and Electronic Signature. In particular, We are liable only for the execution of the payment transaction in accordance with the Payee's Sort Code and Account Number or, where applicable, the BIC and IBAN for the Payee's bank account that You provided with the payment instruction. This is the case even though You may have given Us additional information about the Payee;
- (h) To make any other type of Transaction using the Card, You will give Your consent by following the instructions given to You by Us or by the relevant Merchant.

2.4 Third Party Providers (TPPs)

All references to You in this Condition 2.4 include an Authorised User with an Electronic Signature to access Your Account. If You do not want an Authorised User to access Your Account using TPP services, then You must contact Us.

- (a) You can use TPP services to initiate payments out of Your Account, aggregate Your Account information and to make confirmation of funds requests, if You are registered for eBanking and have an Electronic Signature to access Your Account. You must have an Electronic Signature that allows You to make payments out of Your Account to use Payment Initiation Services. The following types of TPP services are currently available on Your Account:
 - Account Information Services
These services allow You to consolidate information about different payment accounts to review Your overall (aggregated) financial position. Further information about using TPP services is set out at Condition 2.4 (c)(i).
 - Payment Initiation Services
These services help You to make a range of online payments out of Your Account. Further information about using TPP services is set out in Condition 2.4 (c)(iii).
 - Card Based Payment services
Some TPPs may issue instruments for making Card Based Payments out of Your Account. These TPPs can ask Us to confirm whether an amount needed for a payment using a card they have issued is

available in Your Account. Further information about how We will respond to such requests is set out at Condition 2.4 (c)(iii).

- (b) Before using the services of any TPP You must be satisfied that that it is authorised and regulated by the FCA.

Further information about TPPs is available on Our Website at danskebank.co.uk/open-banking. We will also make the FCA information leaflet on the rights of consumers under the Payment Services Regulations 2017 available free of charge in Our branches and on Our Website when it is published. We will also make this available in alternative formats if requested.

If You consent to a TPP accessing Your Account We will ask You to authenticate any requests that We receive by entering Your Electronic Signature when asked to do so. You will do this on a secure Danske Bank webpage - this will not be the eBanking log on page. By entering Your Electronic Signature, You give Us Your consent to provide information to that TPP, make a payment they have initiated or respond to a confirmation of funds request - whichever applies.

- (c) Using TPP services

- (i) If You consent to a TPP accessing Your Account for the purposes of providing Account Information Services, We will treat a request for information about Your Account from that TPP in the same way as a request received directly from You, unless We have reason to believe that the request is unauthorised or fraudulent. Any information You have recorded on Your Account, including information about all of the Account Holders and/or any third parties will be made available to that TPP. We will require You to update Your consent to a TPP providing You with Account Information Services through the Open Banking APIs at least every 90 days.

- (ii) If You consent to a TPP accessing Your Account for the purposes of providing Payment Initiation Services, You will need to confirm the details of the payment, including the Payee's Sort Code and Account Number or, where applicable, the BIC and IBAN of the Payee and also the amount of the payment. When You confirm these details, We will process the payment as set out in the Payment Table.

Any payment out of Your Account using a TPP service will be made from the Account as a credit transfer even though the Account is one on which You have been issued with a credit card from Us.

- (iii) We will confirm whether an amount needed for a Card Based Payment out of Your Account is available when this information is requested by the card issuer if:

- (1) Your Account is accessible online at the time We receive the request; and

- (2) Before We respond to the first request from the card issuer, You have given Us Your consent to do so.

When We receive the first confirmation of funds request from a card issuer, We will ask You to authenticate that request. We will show You all the information relating to the request, including who has made it, the Account it relates to and the date on which Your consent for Us to respond to such requests from that card issuer will expire, if any. We will then ask You to confirm Your consent before We

respond to the request. We will only respond with a 'yes/no' answer about the availability of funds in a particular account to cover the amount specified in the request. We will not provide details of Your Account balance or block funds on Your Account for payment. We will continue to respond to confirmation of funds requests made by that particular card issuer until either Your consent expires, or You revoke it, whichever is the earlier. You can view Your confirmation of funds history and revoke Your consent to Us responding to confirmation of funds requests in eBanking or by contacting Your Branch.

- (d) (i) If a TPP accesses Your Account using the Open Banking APIs, You can withdraw Your consent to such access either directly with the TPP by following its procedures, in eBanking or by contacting Your Branch.
 (ii) You cannot withdraw Your consent to a TPP accessing Your Account where information has already been provided, a payment has been made or a confirmation of funds request has been responded to.
 (iii) We will only revoke a TPP's access to Your Account if We believe its access to be unauthorised or fraudulent, or if We become aware that it is no longer authorised or regulated by an appropriate authority.
 (iv) If You believe that We have breached any of Our obligations in relation to a TPP having accessed Your Account then You should contact Us. We will only be liable for any loss that You have suffered as a result of Us having broken any of Our obligations. We are not responsible for any loss You have suffered where the TPP has breached its obligations under the Payment Services Regulations.
 (v) We will not be responsible to You under Condition 2.4 (c) where any failure on Our part was due to (1) abnormal or unforeseeable circumstances beyond Our control, the consequences of which would have been unavoidable despite all Our efforts to the contrary or (2) Our obligation to comply with any other provision of applicable laws.

- 2.5 Once consent to a Transaction is given, and the Transaction has been authorised, it cannot normally be stopped. However if You dispute a Transaction the Merchant must be able to prove that the Transaction took place. If a Cardholder disputes a Transaction the Cardholder must provide Us with full details including the reasons for the dispute. We will investigate the claim. In certain cases it may be possible for Us to attempt to chargeback the Transaction under the card scheme rules. Chargeback does not give You any rights or protections and an attempt to chargeback a Transaction is not guaranteed to be successful. It is important that the Cardholder lets Us know about the disputed Transaction as soon as possible. We can only attempt a chargeback request within 120 days from the date that the Transaction appeared on the Account. If the payment has been processed as a credit transfer and not a Card payment out of Your Account then this Condition 2.5 will not apply and the provisions of Condition 8 will apply instead. The chargeback provisions of the Card scheme rules do not affect Your statutory rights under Section 75 of the Consumer Credit Act 1974. Further information on Section 75 of the Consumer Credit Act 1974 is set out in Condition 23.4(b).

- 2.6 You will be responsible for all operations on Your Account which You, any Additional Cardholder or Authorised User authorise, whatever the manner of such authorisation.
- 2.7 If You exceed Your Credit Limit You must immediately repay any excess to Us. When calculating whether the Credit Limit has been exceeded We will take into account any other Transactions We have paid or authorised for payment from Your Account. If You provide Your mobile phone number We will send You a text message to alert You if the balance on Your Account is getting close to the Credit Limit. If You do not wish to receive these text messages then please contact Us and We will record this on Our systems. We cannot guarantee the availability or successful delivery of text messages - for example, if Your device is switched off or lacks signal or data connectivity.
- 2.8 You will be responsible for all indebtedness created by an Additional Cardholder as if their Card or Personalised Security Credentials had been issued to and used by You. You can at any time ask Us to cancel any Additional Card but You will remain responsible for its use until it is returned to Us and You have repaid all indebtedness incurred by its use.
- 2.9 When writing a letter of cancellation to a Merchant, remember to sign and date the letter, quote Your full Card number and always keep a copy as evidence of cancellation. You should ask for and obtain written acknowledgement from the Merchant that the payment authority has been cancelled. You should also ensure that You give adequate notice of cancellation before a payment is due. If Your Card number changes, for whatever reason, You must inform the Merchant of Your new Card number.
- 2.10 The APR and Total Amount Payable detailed in Your Agreement are illustrative figures calculated on the basis of the following assumptions:
- (i) this Agreement remains in force and You and We fulfil Our respective obligations under this Agreement;
 - (ii) You carry out an immediate single Transaction of the same value as Your Credit Limit;
 - (iii) the credit is provided for one year;
 - (iv) You repay the credit in twelve equal instalments together with the annual fee (if any) for Your Package and interest charged at the Standard Rate (regardless of any Introductory Rate or Limited Period Rate that is granted to You);
 - (v) the Standard Rate is the rate set out in this Agreement;
 - (vi) there is no variation to the Standard Rate or any charges applicable to this Agreement; and
 - (vii) You do not incur any charges (other than any annual fee (where applicable)).
- 2.11 We impose a restriction on the Card which means neither You nor any Additional Cardholder are allowed to use the Card to pay for Gambling Transactions. Whilst in most cases any attempt to use the Card to enter into a Gambling Transaction will automatically be refused, there may be occasions where for whatever reason, the Gambling-related person You or any Additional Cardholder are trying to pay is able to accept payment when you use the Card. Where that happens, You and any Additional Cardholder are prohibited from using the Card to make a Gambling Transaction, and any attempt to do so would be treated by Us as a breach of this Agreement.

2.12 You and every Additional Cardholder must at all times use the Card only in accordance with the provisions of this Agreement.

3. Financial and Related Details

3.1 We will set a Credit Limit for Your Account and tell You what it is when We open Your Account. Your initial Credit Limit is as stated in Your Agreement. We can change Your Credit Limit at any time and will let You know about the change. We will reduce Your Credit Limit at any time if You ask Us to. You can contact Us at any time if You want to opt out of receiving Credit Limit increases. You can ask Us to increase Your Credit Limit and We will consider this when We have made the appropriate checks.

3.2 You must make a minimum payment to Us each month (unless the balance for that month is £5 or less, in which case the balance will be carried forward to Your next statement and no interest will be charged on that balance for that month). If a payment is due to Us or there is an outstanding balance, We will send You a statement showing the minimum payment and the date by which You must pay it (which will be 28 days after the statement date). The minimum payment will be 3% of the current balance shown on Your statement, or the total of interest and default charges shown on Your statement plus 1% of the current balance (less interest and default charges), or £5, whichever is the greater. In addition to any minimum payment due, You may repay early the balance on Your Account, in part, or in full, at any time. If You have missed any payments under this Agreement and/or the current balance exceeds the Credit Limit, then those missed payments (sometimes called the outstanding balance) and/or that excess (sometimes called the overlimit) may be added to the minimum payment (sometimes called the agreed payment) and included within the minimum payment required shown on Your statement. Refunds will not count towards Your minimum payment unless they reduce Your account balance to less than the minimum payment shown on Your statement. If this happens, You will only have to pay any remaining outstanding balance shown on your statement.

3.3 The interest rates for Transactions on Your Account are as follows:

(a) The following rate will apply on Transactions, subject to (b) to (d) below:

- (i) Mastercard Platinum 14.91% per annum (variable) (the "Standard Rate")
- (ii) Mastercard Gold 15.94% per annum (variable) (the "Standard Rate")
- (iii) Mastercard Standard 22.85% per annum (variable) (the "Standard Rate")
- (iv) Mastercard Standard Plus 15.94% per annum (variable) (the "Standard Rate").

(b) If We tell You in writing when We open Your Account that You are being given an Introductory Rate then for the first five months from that date (the "Introductory Period") We will charge You interest at the Introductory Rate of 0% per annum on Purchases and Balance Transfers. The Introductory Rate will be shown on Your statements.

We will tell You in writing when the Introductory Rate is about to come to an end. At the end of the Introductory Period You will automatically start paying interest on Purchases and Balance Transfers and any accrued balance of any Purchases and Balance Transfers made during the Introductory Period at the Standard Rate (or other applicable rate).

(c) We may from time to time and for any period grant You a Limited Period Rate for any of Your Purchases, Balance Transfers and/or Cash Advances, being a lower interest rate than the Standard Rate. When We do this We will notify You, either on Your statement or by writing to You detailing what the rate has changed to and, where applicable, for what period. At the end of any such period the rate or rates will revert back to the Standard Rate and this will also apply to any accrued balance. Where no period has been fixed We may still change the rate back again at any later date. If We do this We will write to You to tell You.

(d) The interest rates under this Agreement are variable: We may change interest rates in the circumstances set out in (c) above and We may vary the interest rates in accordance with Condition 4.1. The applicable rates will be shown in Your statements.

3.4 Interest charges are calculated and applied as follows:

(a) We will charge interest on the daily balance outstanding on Your Account but We will not charge interest for Transactions made during the period covered by a statement other than Cash Advances. Interest will be charged on the amount of each Cash Advance from the date Your Account is debited with the Cash Advance until the date that the Cash Advance is fully repaid. If You do not repay the whole balance on the Account by the date referred to in Your statement then interest will be charged on the daily balance outstanding on Your Account from this date. Interest will be added to the Account on the statement date. Interest will be charged on unpaid interest at the rate for the Transaction for which it became due.

(b) If You repay the whole balance on the Account by close of business on the day mentioned in Your statement (which will be 28 days after the statement date), no interest will be charged for Transactions made during the statement period other than Cash Advances (including in the case of a non-sterling Cash Advance any non-sterling transaction fees or cash fees, or in the case of a sterling Cash Advance any cash fee, as referred to in Conditions 3.6 and 3.7). We will not pay any interest to You or make any allowance for any credit balance on Your Account.

(c) Interest will be charged at the applicable rate under this Agreement before and after any court judgment.

(d) As a concession to You, We may offer You the option not to make the minimum monthly payments from time to time ("Payment Holiday"). But if We do this, interest will continue being charged on the outstanding balance of Your Account during the Payment Holiday. You can of course still make payments of any amount You wish during a Payment Holiday period.

3.5 For calculating interest on outstanding amounts We will allocate payments We receive in the following order:

- towards balances on which interest is charged at the Standard Rate;
 - towards balances on which interest is charged at any rate which is less than the Standard Rate; and
 - towards balances on which interest is charged at 0%.
- Within each of the above three categories, payments which are not sufficient to satisfy completely the whole of the applicable category will be allocated to satisfy the part of that category carrying a higher interest rate before the part of that category carrying a lower interest rate.

- 3.6 Non-sterling transactions
- (a) A non-sterling transaction is a Transaction where You have not opted to pay in sterling (either at the point of sale or the cash machine) and We then convert the Transaction amount into sterling before We debit Your Account. We will convert into sterling the amount of a non-sterling transaction at a rate determined by Us for the relevant currency (known as the "Danske Bank Card Exchange Rate (UK)"). The Danske Bank Card Exchange Rate (UK) is the Payment Scheme Reference Exchange Rate which is applied on the date that the Transaction was received by the Payment Scheme. This rate is subjected by Us to average weighting so that the exchange rate used for all Transactions processed by Us on that date is equalised. Transactions can be processed by Us on non-Business Days. The statement 'entry date' for a Transaction that is processed on a non-Business Day will be the next Business Day.
- The Payment Scheme Reference Exchange Rate is the exchange rate set by Mastercard and which is prevailing at the time Your Transaction was received by the Payment Scheme. You can compare the Payment Scheme Reference Exchange Rate (including any non-sterling transaction fee) to the latest published European Central Bank rate for certain currencies on Our Website at danskebank.co.uk/personal/products/card-currency-conversion-calculator. We will apply the Danske Bank Card Exchange Rate (UK) when the Transaction is processed by Us.
- You can find out the Danske Bank Card Exchange Rate (UK) for the relevant currency from Our Website at danskebank.co.uk/travelmoney. The rates displayed are historical and are therefore indicative only for the purposes of calculating the rate that You will be charged for a non-sterling transaction that has not yet been processed by Us. Daily rate fluctuations will occur. The Danske Bank Card Exchange Rate (UK) for the relevant currency will be adjusted by adding a non-sterling transaction fee of 2.75% of the value of the Transaction. The adjusted rate will be the rate that appears on Your statement. Your statement will also display the amount of the non-sterling transaction fee.
- In addition You will be charged a cash fee for any non-sterling Cash Advances made using Your Card. If a non-sterling transaction is refunded to Your Account We will use the Danske Bank Card Exchange Rate (UK) for the relevant currency to calculate the amount of the refund. You will not have to pay any non-sterling transaction fee or cash fee in relation to the refund. We will not refund any non-sterling transaction fee or cash fee that You were charged in respect of the original Transaction.
- (b) When You authorise a non-sterling transaction We reserve the amount of the Transaction against the available balance on Your Account. This means that Your available balance is immediately reduced by the amount of the Transaction. When the currency conversion takes place the amount debited to Your Account may differ from that which was reserved, in accordance with Condition 3.6(a) above. The non-sterling transaction fee and any cash fee will be debited to Your Account and the Entry Date on Your statement will be the same date as the non-sterling transaction is debited to Your Account.
- 3.7 For Cash Advances, a cash fee of 2.75% (minimum £2.75) of the amount of the Cash Advance will be debited to Your Account on the same date as the Cash Advance is debited to Your Account. This will be in addition to any non-sterling transaction fee payable under Condition 3.6(a) or Condition 3.6(b) if the Cash Advance is a non-sterling transaction. There will be a maximum daily limit on Cash Advances via cash machines. We will advise You of this limit from time to time.
- 3.8 If You make a payment to Us in a non-sterling currency We will convert the amount to sterling at Our applicable Danske Bank Exchange Rate (UK) from time to time and there will be a fee for this. The fee will be the standard fee charged by the Bank for this service from time to time, which varies depending on the amount being converted.
- 3.9 We may add to or change any of these fees or service charges at any time in accordance with Condition 4 below.
- 3.10 Cashback scheme (only applicable to Mastercard Platinum and Mastercard Gold)
- (a) You and any Additional Cardholder will earn cashback in accordance with this condition 3.10 on point of sale transactions made in-store or online using the Card.
- (b) The rate of cashback earned will be 0.25% of all point of sale transactions of £30.00 or over made in the preceding month. We will calculate cashback on each point of sale transaction and then round down to the nearest full pence. For example, if Your point of sale transaction is for £49.99, then the cashback earned will be (0.25% of £49.99 = 12.49p, rounded down to the nearest full pence) 12p.
- (c) The cashback You earn in any month will be credited to Your Account on the first Business Day of the following month and will appear as a credit on Your statement. Please note that cashback will not count towards a minimum payment in any month.
- (d) You will not earn cashback on any of the following:
- Interest
 - Fees
 - Balance transfers
 - Cash Advances (including transactions treated as cash)
 - Purchase of any foreign currency (i.e. any currency other than Pound sterling)
 - any transaction which is subsequently refunded to your Card.
- (e) If We reasonably suspect fraud, abuse or breach of these Terms and Conditions, We can stop You or any Additional Cardholder from earning or receiving any cashback. We may refuse to pay cashback in any month where You fail to make a minimum payment or You exceed Your credit limit.
- (f) If You close Your Account cashback will not be earned or paid for that month.
4. **Variation of Fees, Service Charges, Default Charges and Interest and Changes to the Agreement**
- 4.1 We may vary the interest rates applicable to the Card in accordance with Condition 3.3. We may also vary any of the interest rates for any of the reasons set out at 4.2.1 below. In addition We may;
- (i) vary any of the following - fees, service charges or default charges, (including the introduction of a fee, service charge or default charge, or the variation of the frequency and/or time for payment of any such fee, service charge or default charge under this Agreement); and/or
- (ii) add to, remove or change the number of or nature of benefits which are offered to You with Your Card; and/or
- (iii) vary this Agreement generally for any of the reasons set out in Condition 4.2.2.
- 4.2.1 Changes to Interest Rates
- In addition to Our right to vary the interest rate under Condition 3.3, We may vary the interest rates for any of the following reasons:
- (i) by agreement with You;
- (ii) to reflect the introduction or development of new systems, methods of operation, services or changes in technology (including expected changes) provided that the change is a

reasonable response to the underlying reason for the change;

- (iii) to maintain or improve operating conditions or service levels;
- (iv) to reflect the genuine increased costs of providing credit to our credit Card customers including for example the cost of introducing, developing, running and/or maintaining systems and services;
- (v) to respond reasonably to a change in the risk presented by a Cardholder or a group of Cardholders;
- (vi) to respond reasonably to legal or regulatory changes. This would include:
 - Changes in general law or decisions of the Financial Ombudsman Service,
 - Changes in regulatory requirements,
 - Changes in industry guidance and codes of practice which raise standards of consumer protection;
- (vii) to ensure that Our business as a whole is profitable and that Our credit Card products and charging structure enable Us to achieve Our business and strategic objectives (which are set internally) - provided that any such change is reasonable and does not result in a Cardholder being treated unfairly;
- (viii) to make these Special Terms and Conditions fairer or clearer for You provided that any such change does not materially alter the Agreement that You have entered into with Us;
- (ix) to make changes and improvements to Our products, services or charging structures where the changes are of benefit to You or where the changes make it easier for You to manage Your Account; or where the changes provide You with alternative or more cost effective ways to manage Your Account;
- (x) for a reason not set out herein but otherwise expressly notified to You in writing provided that the reason is a reasonable response to the underlying reason and strikes a fair balance between Our legitimate interests and Your own interests.

We will give You at least 60 days' written notice before any interest rate increase takes effect. You will have the right to reject any interest rate increase and end this Agreement in accordance with Condition 13.1 within 60 days of the date of the notice of increase in interest rate although You will still have to pay all sums due under the Agreement and interest due thereon (at the existing rate) in accordance with the terms of the Agreement. We may give this notice in Your statement. If We decrease the interest rate We can do so immediately. We will notify You within 30 days of the change taking place by writing to You, by sending You a message electronically where You are registered to receive documents from Us in Your electronic mailbox or by including this information on Your statement and by putting a notice on Our Website.

4.2.2 Change to fees, service charges, default charges and the Agreement generally.

We may make any of the changes referred to at 4.1(i), (ii) and (iii) for any of the following reasons:

- (i) by agreement with You;
- (ii) to reflect the introduction or development of new systems, methods of operation, services or changes in technology (including expected changes) provided that the change is a reasonable response to the underlying reason for the change;
- (iii) to maintain or improve operating conditions or service levels;
- (iv) to respond reasonably to any change or expected change in market conditions, general banking practice or the cost of providing services to customers;

(v) to respond reasonably to legal or regulatory changes. This would include:

- changes in general law or decisions of the Financial Ombudsman Service,
 - changes in regulatory requirements,
 - changes in industry guidance and codes of practice which raise standards of consumer protection;
- (vi) to reflect changes to payment systems or the Card schemes;
 - (vii) to ensure that Our business as a whole is profitable and that Our product range and charging structure enables Us to achieve Our business and strategic objectives (which are set internally) - provided that any such change is reasonable and does not result in a Cardholder being treated unfairly;
 - (viii) to make Your Agreement fairer or clearer for You provided that any such change does not materially alter the Agreement that You have entered into with Us;
 - (ix) to make changes and improvements to Our products, services or charging structures where the changes are of benefit to You or where the changes make it easier for You to manage Your Account; or where the changes provide You with alternative or more cost effective ways to manage Your Account;
 - (x) for any other valid reason which is not specified in this Condition 4.2.2 provided that the change is a reasonable response to the underlying reason for the change.

4.3 If We make any changes to the terms of the Agreement under Condition 4.2.2 which are to Your detriment We will give You written notice of the changes at least 30 days before the changes come into effect. At any time up to 60 days from the date of such notification You may end this Agreement in accordance with Condition 13.1 without having to pay any extra fees, service charges or default charges, although You will still have to pay all sums due under the Agreement and interest due thereon in accordance with Condition 13.4. The Bank may make any other change immediately and notify You about it by writing to You, by sending You a message electronically if You are registered to receive documents from Us in Your electronic mailbox or by advertisement in the national press and by putting a message on Our Website in all cases within 30 days of the change taking effect.

4.4 If We make a major change or a lot of minor changes in any one year, We will give You a copy of the new Terms and Conditions that apply to this Agreement or a summary of the changes. A copy of the up to date Terms and Conditions is available on Our Website.

4.5 If any of the provisions of Conditions 4.1, 4.2.1 and/or 4.2.2 become invalid, illegal or unenforceable such invalidity, illegality or unenforceability shall not affect the remaining provisions.

4.6 We may from time to time, in particular circumstances and for particular periods, offer discounts or rebates on certain Transactions. If We do offer such discounts or rebates then We will tell You what they are and how they will work. We may withdraw any such offer at any time.

5. The Card

5.1 The Card will be valid for the validity period shown on the Card (unless this Agreement ends before the end of that period). Cardholders must only use their Card whilst it is valid. If a Cardholder does not use a Card for a period (determined at Our discretion) We may choose not to issue a replacement Card when it expires and We can ask for it to be returned or We can ask others to hold on to it for Us at any time.

- 5.2 The Card remains Our property and can be recalled by Us at any time. We may replace a Card with another Card issued by Us and change Your account number at any time if We give You reasonable notice.
- 5.3 The Card must not be used for any illegal purpose.
- 5.4 If you request a replacement Card which is not a renewal on expiry, We will charge a replacement Card fee which will be debited to Your Account. The replacement Card fee is currently £6 if the replacement Card is ordered at branch or on the phone and £4 if the replacement Card is ordered by eBanking or Danske Mobile Banking. In some cases (for example where there has been fraud on Your Account or Your Card has been stolen) We may waive the replacement Card fee. The amount of this fee may be varied from time to time in accordance with Condition 4.

6. Keeping the Card and Personalised Security Credentials Safe

- 6.1 The Cardholder must only use the Card and Personalised Security Credentials in accordance with these Terms and Conditions. The Cardholder must take the following steps to keep the Card and Personalised Security Credentials safe. If the Cardholder suspects that their Card or Personalised Security Credentials may have been lost, stolen or otherwise compromised then the Cardholder should contact Us as set out in Condition 7.
- 6.2 Cardholders must sign their Card as soon as they receive it if signature strip is present.
- 6.3 The Cardholder must never allow anyone else to use the Card or Personalised Security Credentials. If You want to authorise someone else to have a Card on the Account then You can ask Us to issue a Card to that person. You will remain liable for any Transactions that are made using any Card that is issued on the Account.
- 6.4 The Cardholder must at all times take reasonable steps to keep the Card and Personalised Security Credentials safe. The Cardholder must:
- (a) Never post the Card to anyone – not even to Us – without firstly cutting the Card vertically through the magnetic stripe and the electronic chip on the Card;
 - (b) Never respond to an email, SMS or telephone request, even where this appears to be from Us, which asks You or the Cardholder to enter or provide the Card details and/or Personalised Security Credentials. We will never send You an email, SMS or telephone You to seek this information. If You receive an email, SMS or a telephone call of this nature then it is likely to be fraudulent;
 - (c) Never give the Card to anyone else. When making a Transaction the Cardholder should retain control of the Card at all times;
 - (d) Never give the Personalised Security Credentials to anyone else, not even the police, or Bank staff;
 - (e) Always keep any device used for the purpose of generating or receiving Personalised Security Credentials secure and protected from unauthorised use, for example, by setting up a PIN or other protection to restrict access to this information;
 - (f) Always remove any Personalised Security Credentials or information relating to these credentials from a device before replacing or disposing of it;
 - (g) Never write the PIN on the Card or on anything usually kept with it. If the Cardholder writes these down then they must take reasonable steps to disguise them;
 - (h) Always ensure that when using a key pad to enter the PIN (e.g at a cash machine or in a shop), that the

Cardholder take steps to cover and conceal the PIN, even where there is no one else present;

- (i) Always take reasonable steps when using the Card details online to ensure that the website the Cardholder is using is safe e.g. only use websites where the URL line begins with https:// and where the padlock symbol is displayed;
- (j) Always exercise care with the storage and disposal of any information about the Card and Personalised Security Credentials, for example, PIN or password notifications should be destroyed or deleted as soon as they are used and should never be shared with anyone, statements and receipts. The Cardholder should take simple steps such as shredding printed material before disposing of it;
- (k) Never choose Personalised Security Credentials containing a combination of numbers which may be easy to guess (for example, birthdays, consecutive numbers, etc).

7. Loss or Misuse of the Card or Personalised Security Credentials

- 7.1 Should a Card be lost or stolen or for any other reason liable to misuse, or should the Personalised Security Credentials become known to a person not authorised under this Agreement, the Cardholder must immediately notify Danske Bank Card Services, PO Box 4509, Belfast, BT1 6JS, or call (24 hours) 0800 032 4368 (if outside the United Kingdom, please call +44 800 032 4368) or any branch of the Bank. We may ask a Cardholder to confirm loss of a Card in writing. We will accept initial advice of the loss or theft of a Card from a card notification organisation e.g. Sentinel® Card Protection, subject to the Cardholder confirming this in writing to Us.
- 7.2 If the Card is used by another person before You have notified Us in accordance with Condition 7.1 above, You may be liable for ALL losses incurred where the Card has been used by a person who acquired possession of or uses it with Your or any other Cardholder's knowledge or consent. See Condition 8.5 for details of limitations on Our liability to You.
- 7.3 Subject to the provisions of Condition 9, You will not be liable for losses resulting from use of the Card (other than where the Card was used by a Cardholder) after You have reported the loss, theft or misappropriation of the Card to Us in accordance with Condition 7.1 above. Subject to Conditions 7.2 and 7.4, We will bear the full losses in the following circumstances:
- (a) in the event of misuse when We have sent the Card to a Cardholder and the Cardholder does not receive it, due to postal delay or other reasons outside the control of the Cardholder;
 - (b) in the event of unauthorised Transactions after We have had effective notification that a Card has been lost, stolen or that someone else knows or may know the Personalised Security Credentials;
 - (c) if someone else uses Card details without the Cardholder's permission and the Card has not been lost or stolen;
 - (d) if a Cardholder suffers direct loss as a result of machine or systems failure, unless the fault was obvious or brought to the Cardholder's attention by notice or displayed message.
- 7.4 Subject to the provisions of Condition 8, Our liability is limited to those amounts wrongly charged to the Account and any interest on those amounts. Nothing in the Agreement shall exclude or restrict the Bank's liability for fraudulent misrepresentation by the Bank, its employees, officers or agents or for death or personal

injury resulting from the negligence of the Bank, its employees, officers or agents.

- 7.5 If there is a disputed Transaction on a Card Account, Cardholders must co-operate with Us in Our investigations. Cardholders must give Us all the information they have regarding the circumstances of the loss, theft or misuse of a Card or the disclosure of the Personalised Security Credentials. Cardholders will take all the steps reasonably considered necessary by Us to help recover the missing Card. If We suspect that a Card has been lost, stolen or might be misused, or that the Personalised Security Credentials have been disclosed, We can give the police any information they think is relevant. Once a Cardholder has reported that a Card is lost, stolen or might be misused the Card must not be used again. In the case of a Card it must be cut in half across the magnetic stripe and the chip and safely disposed of.
- 7.6 Where more than one Card has been issued under this Agreement, the provisions of this Condition 7 apply to each Card separately.
- 7.7 Where You or an Additional Cardholder have used the Card to enter into a Transaction which is in breach of this Agreement, we will treat this as a misuse of the Card, and to the fullest extent possible, we will not be liable to You for any losses you incur as a result of any misuse of the Card.

8. Our Liability to You

Where You instruct Us to make a payment or a series of payments from Your Account, it is Our responsibility to ensure that We carry out Your instructions in accordance with these terms and conditions. If We fail to meet any of Our obligations under this Condition 8 then You can make a claim as set out in Condition 8.3.

- 8.1 Our Obligation to execute a payment request and to do so correctly
Our obligations under this Condition 8.1 only apply where both the Payer and the Payee are (i) in the United Kingdom where the payment transaction is in sterling; and (ii) in the Qualifying Area where the payment transaction is in euro or the payment transaction involves only one currency conversion between euro and sterling provided that the currency conversion is carried out in the United Kingdom and any cross border transfer takes place in euro. In all other cases, Our obligations under this Condition 8.1 will only apply to those parts of the payment transaction which take place within the United Kingdom.
- (a) We are responsible for making sure that We execute a payment and that We do so in accordance with the consent that You have given Us as set out in Condition 2.3 or 2.4 (whichever applies). If We can prove to You that We executed the payment correctly in accordance with Your instructions then We will not be liable to You for any loss that You may have incurred. In these circumstances the Payee's bank is liable to the Payee for the correct execution of the payment and must credit the Payee's account immediately and make the funds immediately available to the Payee.
- (b) Where You request Us to We will immediately and without charge make efforts to trace any non-executed or defectively executed payment transaction and notify You of the outcome.
- (c) Subject to Condition 8.5, if we fail to meet Our obligations as set out in Condition 8.1(a) and as a result the payment is not made or is made incorrectly We will refund the full amount of the payment to You and restore Your Account to the position it would have been in had the mistake not occurred, or if applicable, We will re-

transmit the payment order to the Payee's bank. We will be liable to You for any charges for which You became responsible and any interest You had to pay as a result of Our mistake.

- (d) Where the payment was initiated through a TPP We will refund the full amount of the payment to You and restore Your Account to the position it would have been in had the mistake not occurred as soon as We are made aware of the matter. We will be liable to You for any charges for which You became responsible and any interest You had to pay as a result of the mistake even where the mistake was made by the TPP. We are entitled to seek recourse from the TPP if the mistake was attributable to the TPP. We may seek Your assistance where it is reasonable and necessary to do so in order to make such a claim.
- 8.2 Our obligation to execute a payment request in accordance with the timescales set out in the Schedule Our obligations under this Condition 8.2 only apply to those parts of the payment transaction which take place (i) in the United Kingdom where the payment transaction is in sterling; and (ii) in the Qualifying Area where the payment transaction is in euro or the payment transaction involves only one currency conversion between euro and sterling provided that the currency conversion is carried out in the United Kingdom and any cross border transfer takes place in euro. In all other cases, Our obligations under this Condition 8.2 will only apply to those parts of the payment transaction which take place within the United Kingdom.
- (a) We are responsible for making sure that We execute a payment request made by You whether as Payer or Payee in accordance with the timescales set out in the Schedule. We reserve the right to suspend or delay a payment either into or out of Your Account where We, acting reasonably, decide to carry out further checks. This could happen, for example, where We suspect fraud. In these circumstances, if We decide after investigation to make the payment then We will still comply with the timescales for execution of payments set out in the Payment Services Regulations.
- (b) Subject to Condition 8.5, if we fail to comply with Our obligation set out in Condition 8.2(a) and the payment(s) is made later than the timescale set out in the Schedule then We will request the Payee's bank to the Value Date the payment so that it is no later than the date it should have been value dated had the payment been made in accordance with the timescales set out in the Schedule. We will do this whether the payment request was made directly to Us (by You or the Payee) or initiated through a TPP.
- 8.3 Our obligation to ensure that You have given Your consent to a payment out of Your Account
Our obligations under this Condition 8.3 only applies to those parts of the payment transaction which take place (i) in the United Kingdom where the payment transaction is in sterling; and (ii) in the Qualifying Area where the payment transaction is in euro or the payment transaction involves only one currency conversion between euro and sterling provided that the currency conversion is carried out in the United Kingdom and any cross border transfer takes place in euro. In all other cases, Our obligations under this Condition 8.3 will only apply to those parts of the payment transaction which take place within the United Kingdom.
- (a) We are responsible for making sure that a payment is not made out of Your Account unless You have given Us Your consent in one of the ways set out in Condition 2.3 or 2.4 (whichever applies). We are responsible for applying Strong Customer Authentication before making

- a payment out of Your Account where the Payment Services Regulations require Us to do so.
- (b) Subject to Condition 8.5 if We fail to comply with Our obligations as set out in Condition 8.3(a) We will refund the full amount of the payment to You and restore Your Account to the state it would have been in had the mistake not occurred. We will be liable to You for any charges for which You became responsible and any interest You had to pay as a result of Our mistake.
- (c) If the Payee or the Payee's bank does not accept Strong Customer Authentication in circumstances where We are required to apply Strong Customer Authentication and a payment is made out of Your Account which You have not consented to then We will still refund You as set out in Condition 8.3(b) In these circumstances We are entitled to seek compensation from the Payee or the Payee's bank. We may seek Your assistance where it is reasonable and necessary to do so in order to make such a claim.
- 8.4 How to make a claim under this Condition 8
- (a) You should contact Us as soon as You become aware that a payment out of Your Account has been incorrectly executed, not executed, executed late or where You have not provided Your consent to make the payment.
- (b) If Your claim relates to a payment that You say You have not authorised We may ask You to complete and return a form to Us which will require You to give Us details about the payment. We will investigate the payment, make further enquiries and may pass information about the payment to other third parties including the police. We will only do this where it is necessary and reasonable to investigate Your claim.
- (c) If You are entitled to a refund under Condition 8.1(c), 8.1(d) or 8.3, We will credit Your Account with the refund as soon as practicable and in any event no later than the end of the Business Day following the day on which You have advised Us that the payment was not executed, executed incorrectly or executed without Your consent.
- (d) Even though We may have granted You a refund under Condition 8.3 if, following further investigation, We are satisfied that You did give Your consent to make the payment then We will debit the refunded amount from Your Account without the need for any further consent from You. We will contact You to tell You the reasons for making the debit.
- 8.5 Limitations on Our Liability under this Condition 8
- (a) We will not provide You with a refund under Condition 8.1(c), 8.1(d) or 8.3 where:
- (i) If Your Account was in credit at the time that the payment was made, We have reasonable grounds to suspect that You:
- (1) have acted fraudulently; or
 - (2) have, with intent or gross negligence failed to comply with Your obligations as set out in Condition 9.
- (ii) If Your Account was in debit at the time that the payment was made, We have reasonable grounds to believe that Your Personalised Security Credentials were acquired by someone else with Your consent.
- (b) (i) We will not be responsible to You under this Condition 8 where any failure on Our part was due to (1) abnormal or unforeseeable circumstances beyond Our control, the consequences of which would have been unavoidable despite all Our efforts to the contrary or (2) Our obligation to comply with any other provisions of applicable laws.
- (ii) We will not be responsible to You for the amount of any payment transaction which occurs as a result of a fault in Our systems if the fault was obvious to You or You were told about it by a message or notice at the time of use.
- (c) We are not liable to meet any of the requirements set out in this Condition 8 where the payment transaction was based on a paper cheque of any kind including traveller's cheques or bankers' drafts.
- (d) Provided that We have complied with Our obligations to You We are not liable to meet any of the requirements set out in this Condition 8 where the payment transaction was made more than 13 months before the date that You advised Us that the payment was not executed, incorrectly executed, executed late or was not authorised by You. However for any debit to Your Account which was made more than 13 months before the date of Your claim We may take longer, acting reasonably, to investigate Your claim before We decide whether or not to make a refund.
- (e) Any payments out of Your Account when You are using eBanking or the Services of a TPP will be treated as credit transfers. This means that the provisions of this Condition 8 will apply and We will not be able to make a claim under the chargeback provisions set out in Condition 2.5 nor can You make a claim under Section 75 of the Consumer Credit Act 1974.
9. **Your Liability to Us**
- If You have granted a Mandate to someone else You should ensure that the Mandate holder is aware of Your obligations under this Condition and takes any necessary steps to enable You to comply with Your obligations.
- 9.1 You must notify Us without undue delay, in one of the ways set out in Condition 9.2, after becoming aware of the loss, theft, unauthorised use of or where You believe that someone else, may have copied or become aware of any of the following items:
- Your Card
 - Your Personalised Security Credentials, including the PIN used with Your Card
 - Your Electronic Signature or any component part of it
 - Any means that We have provided to You for the purpose of generating one time passwords
 - Your Access Code Number for 24 Hour Telephone Banking Service
- Nothing in this Condition prevents You from giving Your Electronic Signature to a TPP which is authorised and regulated by the FCA. Before giving this information to a TPP You should satisfy yourself that the TPP is authorised and regulated by the FCA.
- 9.2 You can notify Us, under Your obligation set out in Condition 9.1, by contacting Us. You can contact Us in one of the ways set out in Condition 7.1. We will keep a record of any notification that You made to Us under this Condition 9.2 for a minimum period of 18 months and We will, on request, provide You with a copy of this record. We will also prevent the use of the Personalised Security Credentials that You have notified to Us.
- 9.3 You must take all reasonable steps to keep Your Personalised Security Credentials and the items set out at Condition 9.1 safe. This does not include the long card number or the expiry date which appears on the face of Your Card or the Sort Code and Account Number for Your Account. We set out in Condition 6 the reasonable steps that You are expected to take to comply with Your obligations to keep Your Personalised Security Credentials safe.

9.3(a) You will be liable for any losses that You suffer as a result of a payment being made out of Your Account which You have not authorised where:

- (i) if Your Account was in credit at the time that the payment was made, We have reasonable grounds to suspect that You:
 - (1) have acted fraudulently; or
 - (2) have, with intent or gross negligence failed to comply with Your obligations as set out in Condition 9.

- (ii) if Your Account was in debit at the time that the payment was made (or the transaction was made using the credit facility on the Account), We have reasonable grounds to believe that Your Personalised Security Credentials were acquired by someone else with Your consent.

9.4 Except where You have acted fraudulently You will not be liable for any losses that You suffer as a result of a payment being made out of Your Account which You have not authorised in respect of the following payments:

- (a) a payment that was made after You notified Us in accordance with Conditions 9.1 and 9.2; or
- (b) You have been unable to notify Us because We failed to provide You with a means to do so under Condition 9.2; or
- (c) where We are required under the Payment Services Regulations to apply Strong Customer Authentication but We have not done so; or
- (d) the payment transaction was in respect of the purchase of goods or services at a distance (which is where the goods or services have been sold exclusively using a means of distance communication and where the contract was concluded without the simultaneous physical presence of the trader and the consumer).

This exception does not apply to payments made in relation to a contract of the following types:

- (i) concluded by means of automatic vending machines or automated commercial premises;
- (ii) concluded with a telecommunications operator through a public telephone for the use of the telephone;
- (iii) concluded for the use of one single connection, by telephone, internet or fax, established by a consumer;
- (iv) under which goods are sold by way of execution or otherwise by authority of law.

This exception does not apply to payments made in relation to a contract to the extent that it is:

- (a) for—
 - (i) gambling within the meaning of the Gambling Act 2005 (which includes gaming, betting and participating in a lottery); or
 - (ii) in relation to Northern Ireland, for betting, gaming or participating lawfully in a lottery within the meaning of the Betting, Gaming, Lotteries and Amusements (Northern Ireland) Order 1985;
- (b) for services of a banking, credit, insurance, personal pension, investment or payment nature;
- (c) for the creation of immovable property or of rights in immovable property;
- (d) for rental of accommodation for residential purposes;
- (e) for the construction of new buildings, or the construction of substantially new buildings by the conversion of existing buildings;
- (f) for the supply of foodstuffs, beverages or other goods intended for current consumption in the household and which are supplied by a trader on frequent and

regular rounds to the consumer's home, residence or workplace;

- (g) within the scope of The Package Travel and Linked Travel Arrangements Regulations 2018 on package travel, package holidays and package tours;
- (h) within the scope of The Time Share, Holiday Products, Resale and Exchange Contracts Regulations 2010 on the protection of consumers in respect of certain aspects of timeshare, long-term holiday product, resale and exchange contracts.

10. Statements and Making Payments

10.1 We will normally provide You with a statement on paper each month, except where the Card has not been used, there have been no Electronic Payments made from Your Account and there is no outstanding balance. This statement will set out details of each Transaction made using the Card during the period since a statement was last sent to You or since the Account was opened, whichever is the later. We may send You this consolidated statement instead of details of each individual Transaction. However, We may also provide information concerning Transactions by other means including information provided to You at the time the Transaction is carried out or as soon as reasonably practicable thereafter.

10.2 Your statements will also set out the balance on Your Account at the date of the statement, the minimum payment You must make to Us that month and the date by which You must pay it. You may change the payment due date as shown on Your statement.

10.3 Your statement will tell You how to make payments to reach Us on time.

10.4 If Your statement includes an item which seems to be wrong, please notify Us as soon as possible.

10.5 If You require additional copies of statements or Transaction vouchers a fee will apply. The current fee for each such item is £5.00. The amount of this fee may be varied from time to time in accordance with Condition 4.

10.6 We will normally send You an annual statement on paper setting out consolidated details of Transactions made using the Card and payments made by You for the twelve month period prior to the date of the annual statement together with, where applicable, interest and charges debited to Your Account.

- 10.7 (a) If You do not wish to receive paper statements, You can opt instead to receive Your statements electronically. You can exercise this option if You have registered for an electronic mailbox with Us. You will also need to provide Us with Your email address so that We can alert You each time a statement has been sent to Your electronic mailbox. You will not be able to switch these notifications off.
- (b) If You choose to receive Your credit Card statements electronically, then all of Your statements for any other accounts with Us will also be delivered to Your Electronic Mailbox.
- (c) Where You have chosen to receive Your statements electronically in Your electronic mailbox, You will no longer be provided with statements on paper. If You require additional copies of statements on paper, a fee will apply as set out in Condition 10.5.

11. Refunds and Original Credits

- 11.1 We will credit Your Account with a refund when We receive a refund voucher or other refund confirmation acceptable to Us. Further information on how We process a refund of a non-sterling transaction is set out in Condition 3.6(a).
- 11.2 We are not in any way liable if any Merchant refuses to accept a Card for whatever reason.
- 11.3 A Merchant may credit funds to Your Account using Your Card details. This would apply where You have a contract with the Merchant under which the Merchant may be obliged to pay You money in certain circumstances and the Merchant has used Your Card details for the purposes of making that payment. The payment into Your Account is known as an "Original Credit". The maximum and minimum amounts that can be credited to Your Account using this method vary. Further details are available from Us on request or from the Merchant.

12. Change of Address

You must write and tell Us at once if You or any Additional Cardholder change Your or their name, or You change Your address, or if You make Your payments to Us by direct debit and You change the bank or building society account from which You make Your payments.

13. Ending the Agreement

- 13.1 If You wish to end this Agreement You must tell Us and We may ask You to send Us Your Card, and the Card of any Additional Cardholder. When this Agreement has ended You must cut any Cards in half across the magnetic stripe and the chip.
- 13.2 (a) We can end this Agreement and close Your Account by giving You at least two months' notice. We can do this for one of the following reasons:
 - (i) We have reasonable grounds to believe that You are no longer using the Account;
 - (ii) We, acting reasonably, are dissatisfied with the way that You are operating the Account. This could arise for example where the amount of time that We have to spend on the administration of Your Account exceeds what We would consider to be reasonable;
 - (iii) You have failed, within a reasonable period of time, to provide Us with information which We may reasonably expect You to provide to Us in connection with the operation of Your Account;
 - (iv) to comply with any changes in law or regulation, including decisions of the courts or Financial Ombudsman Service;
 - (v) to ensure that Our business is profitable and competitive and that Our product range enables Us to achieve Our business and strategic objectives;
 - (vi) for any other valid reason - provided that the closure of Your Account is a proportionate and reasonable response to the underlying reason.
- (b) We can end this Agreement and close Your Account immediately if You become bankrupt, You or any Additional Cardholder break the terms of this Agreement or where there is a justifiable, financial or legal reason to do so, for example, if:
 - (i) You act, or are suspected of acting, fraudulently or with negligence;
 - (ii) You act in an abusive or threatening manner towards the Bank's staff; or
 - (iii) the Bank suspects that there is a threat to the security

13.3 If We end this Agreement for any of the reasons set out in Condition 13.2(b), where reasonably possible (and where it would not be a breach of security or against the law), We will only end this Agreement after We have given You notice of Our intention to do so. If it is not possible to contact You in advance to tell You of Our intention to end this Agreement We will notify You as soon as possible thereafter.

13.4 Ending the Agreement will not affect Your liability to Us at that time, including Your liability for Transactions which are charged to Your Account after the ending of the Agreement or any notice to You of the ending of the Agreement or after the return of the Card. After sending You any notice required by law We may require You to repay at once all amounts You owe Us. We will continue to add interest, fees, service charges and default charges to the Account until You have paid everything You owe under the Agreement.

13.5 If either You or We end this Agreement, and We demand repayment of the whole sums due under it, We may retain any money in any of Your Accounts with Us, or any sums We owe to You, and apply it in or towards repayment of the sums due under this Agreement. This is sometimes known as a right of set off.

14. Agreement not Secured

No mortgage charge or other security which We hold will apply to Your Account or this Agreement.

15. Relaxing the terms of the Agreement

Any forbearance or delay by Us in enforcing this Agreement, for example if We allow You more time to make a payment, will not affect or restrict Our legal rights under this Agreement.

16. When the Agreement becomes binding

This Agreement will only become binding when it is validly signed by You and by Us.

17. Transfer of rights under the Agreement

- 17.1 You may not transfer Your rights or obligations under this Agreement.
- 17.2 We may transfer Our rights and obligations under this Agreement, but We can only transfer Our obligations either with Your agreement or where the transfer does not affect the nature of Your rights under this Agreement.
- 17.3 We may disclose to anyone to whom We transfer Our rights or obligations any information that We hold about You and any Additional Cardholder and the conduct of the Account.

18. Refusal of Transactions and Blocking the Card

- 18.1 We may prevent individual Transactions being debited from Your Card and We may also block the use of a Card entirely where We reasonably believe any of the following (We can refuse Your request by declining the request immediately using the same channel through which you have made it or by contacting You at the earliest opportunity and before We have executed the Transaction):-
 - (a) The security of the Card or Your Account may have been breached;
 - (b) There may have been an unauthorised or fraudulent transaction on the Card or on Your Account;
 - (c) There is a significantly increased risk that You may be unable to pay Us what You owe Us;
 - (d) You are receiving additional support to manage Your outstanding balance (also known as forbearance);

- (e) You have been in persistent debt for a period of 36 months and You have either;
- (i) not engaged with Us within the timescales We set out to you; or
 - (ii) not agreed to make increased repayments to address the balance on Your account.
- See Condition 23.7 for further information on persistent debt.
- (f) The terms of this Agreement have not been met or have been breached; or
- (g) By carrying out the Transaction, We may break a law, a regulation, a code of conduct or other duty.
- 18.2 If We prevent or refuse an individual Transaction, We will give notice of the refusal via the Merchant. If the Cardholder was not made aware of the refusal at the time then We will provide details of the refusal if You contact Us. Where reasonably possible (and where it would not be a breach of security or be against the law), We will only take action to prevent an individual Transaction or to block the Card after We have given You appropriate notice of Our intention to do so and explained our reasons. If We cannot contact You in advance to tell You about blocking Your Card We will attempt to contact You as soon as possible afterwards.
- 18.3 Where We have taken such action, We will allow the normal use of the Card to resume, or will issue a new Card if necessary, as soon as practicable once Our reasons for taking such action cease to exist.
- 19. Breaking the Agreement and Default Charges**
- 19.1 If You or an Additional Cardholder break this Agreement, We will charge You for any reasonable losses or costs which We incur as a result. These may include costs We incur on correspondence or in taking steps to find You or to get back any money You owe Us (including debt collection agency and legal costs). If You fail to pay Us any sum which has become due, or break the Agreement in any other way, or if You die or become bankrupt, We may ask You or Your trustee, personal representatives or executor to pay the full amount You owe, after We have issued any notice which the law requires.
- 19.2 If You break this Agreement We may review any of Your banking facilities with Us. If Your relationship with Us has broken down We may prevent You from continuing to operate any other accounts (such as a current account) or prevent You from continuing to use any overdraft You have with Us.
- 19.3 If You or an Additional Cardholder break this Agreement during any period when an Introductory Rate or Limited Period Rate applies to Your Account, We may withdraw the rate which applies to Your Account and charge You interest at the Standard Rate. We will notify You either on Your statement or by writing to You.
- 19.4 If any payments due under this Agreement are not paid when they are due We will charge a late payment charge. This default charge will be debited to Your Account each time a payment is overdue. The current amount of this default charge is £8.00. The amount of this default charge may be varied from time to time in accordance with Condition 4.
- 20. Mistaken Payments**
- If We have received a request to return a payment that has been made into Your Account where the Payer has told his/her bank that the payment was made by mistake You agree that We may take the following actions:
- (a) We may decide to protect the funds. This means that We would take the funds out of Your Account and credit them to a suspense account. We will only do this where we have reasonable cause to believe that the payment has been made by mistake.
- (b) We will contact You to advise You of the action that We have taken and We will also advise You that We intend to return the funds to the Payer's bank 15 Business Days after the date of Our letter to You.
- (c) If You object to the action that We have taken or that We propose to take then You must advise Us before the 15 Business Day period has ended and You must state the reasons why You object.
- (d) If You do not object within the period set out above then We will return the payment to the Payer's bank and there will be no requirement for Us to obtain any further consent from You.
- (e) If You do object within the period set out above, or if We are otherwise unable to return the payment to the Payer's bank (for example, where You have removed all or part of the funds from Your Account), We must, on receipt of a written request, provide to the Payer all relevant information in order for the Payer to claim repayment of the funds from You. This means that We can provide Your name and address to the Payer's bank. We are not required to obtain any further consent from You to do this as We are obliged to provide this information under the Payment Services Regulations. The Payee's bank should inform You before disclosing your name and address to the Payee.
- 21. Managing a Card for use outside the UK (Geoblocking)**
- 21.1 Geoblocking is a security feature which allows a Cardholder to manage the use of a Card outside the UK. Geoblocking settings that restrict the use of the Card outside the UK are automatically applied by Us. You can update these settings in eBanking, in Danske Mobile Bank or by contacting Us. You can make changes in relation to (a) geographic areas where the Card may be used and (b) internet Transactions. Geoblocking settings do not apply where a Transaction is processed using Chip and PIN technology or for off line Transactions. Where a Cardholder seeks to set a restriction on the use of the Card using this service We will require them to provide Us with a mobile telephone number that We can use to contact them. If the Cardholder does not provide a valid mobile telephone number then We will be unable to contact them or advise them of any attempted use of the Card which contravenes the Geoblocking settings that have been applied.
- 21.2 We may, from time to time, decide to automatically apply certain restrictions on Your Card using the Geoblocking function. If We decide to do this We may do so immediately where We reasonably believe that there is a significantly increased risk of fraudulent activity on Cards in that geographic area or in internet Transactions or where use of the Card in that geographic area or for internet Transactions would be unlawful. We will update the information on Our Website and We will write to You within 30 days to advise You of the change. We may do this by including this information on Your statement and/or by sending You a secure mail.
- 21.3 We may decide to apply restrictions on the Use of a Card using the Geoblocking function for a reason which is not set out in Condition 21.2. We may do this where one of the following reasons apply:
- (a) to reflect the introduction or development of new systems, methods of operation, services or changes in technology provided that the change is a proportionate response to the underlying reason for the change;

- (b) to respond proportionately to any change or expected change in market conditions, general banking practice or the cost of providing services to customers;
- (c) to respond proportionately to legal or regulatory changes. This would include:
 - Changes in general law (including changes in the laws and/or tax regulations applicable in other legal jurisdictions where the Card may be used),
 - Changes in regulatory requirements,
 - Changes in industry guidance and codes of practice.
- (d) to change the way that We manage security settings so that the Cardholder is required to specify where the Cardholder wants to use the Card or the categories that the Cardholder wants to use the Card for provided that when making any such change in respect of the geographic areas We will take into account the geographic areas where the Card has been used in the previous 12 month period. In relation to the categories that the Cardholder can use the Card for We will take into account the categories that the Cardholder has used the Card for in the previous 12 month period.
- (e) Any other valid reason provided that the change is a proportionate and reasonable response to the underlying reason for the change.

Where we make any change for a reason set out in Condition 2.1.3 We will give You two months' notice before the change takes effect. It will be Your responsibility to advise any Additional Cardholder of the change.

- 21.4 If the Cardholder has provided Us with their mobile telephone number then We will send the Cardholder a text message to alert them (a) if the Card has been used outside the UK (b) if an attempt is made to use their Card outside the UK but that Transaction has been declined because of a Geoblocking setting. If a Cardholder has not provided Us with their mobile telephone number then We will be unable to alert them to any attempted Transaction. If the Cardholder wants to change these settings then they can do so using one of the methods set out in Condition 23.1. Any such change will take immediate effect.
- 21.5 Further details about how to manage the use of the Card outside the UK are available on Our Website or by enquiring at Your Branch.

22. Notices and Communication

- 22.1 Notices and other communications between You and Us in relation to this Agreement should be given in writing unless:
 - (a) otherwise agreed between Us; or
 - (b) We determine otherwise. This would apply for example where We need to contact You urgently.
- 22.2 Where You have an electronic mailbox then We may send communications to You using secure mail or using Your electronic mailbox facility. We will use Your email address to alert You to the information that We have made available in Your electronic mailbox.
- 22.3 Unless We have agreed with You that You can communicate with Us in some other way, You should give notices to Us in writing by post to Our registered address or by writing to Danske Bank at PO Box 2111 Belfast

BT10 9EG. The date of receipt of a notice given by You to Us under this Condition 22 is deemed to be the date of actual receipt by Us or where that day is not a Business Day, the next Business Day. If You choose to write to Us at a different address to that set out in this Condition 22 then there may be a delay in processing Your correspondence.

23. General points

- 23.1 In relation to Card payments, We will not be liable if We are unable to perform Our obligations under this Agreement due (directly or indirectly) to the failure of any machine, data processing system or transmission link where that failure is due to abnormal and unforeseeable circumstances beyond Our control. If We are unable to produce or send a statement, Your liability for interest, fees, service charges and default charges will still continue.

23.2 Use of Your information

Details of how We use Your personal information are available in Our leaflet "How we use your personal and business information". Copies of this leaflet are available in Our branches and on Our Website.

The Cardholder can use the Card for a range of payment services including making withdrawals and making online payments. By using the Card the Cardholder consents to Us accessing, processing and retaining personal data for the purposes of provision of the payment service.

23.3 Putting things right for you

If You are not happy with any part of Our service, please ask Us for a copy of Our leaflet 'Putting things right for you - Personal Customers' or visit Our Website. We aim to deal with complaints in a way Our customers are satisfied with.

If You have followed Our published complaint procedures and You disagree with the response We have given, You can refer the matter to the Financial Ombudsman Service.

Details are available from Us or from www.financial-ombudsman.org.uk.

You will also be able to contact the Financial Conduct Authority (FCA) or the Payment Systems Regulator (PSR) if You think that We have broken the Payment Services Regulations 2017.

The FCA and PSR will use this information to inform their regulatory activities.

23.4 Important information about Your rights

- (a) If You enter into this Agreement as a consumer, nothing in these Terms and Conditions will reduce Your statutory rights relating to faulty or mis-described goods or services. For further information about Your statutory rights contact Your local Trading Standards Department or Citizens Advice Bureau.
- (b) If You purchase any item of goods or services using Your Card which costs between £100 and £30,000, You may have a right of redress under Section 75 of

the Consumer Credit Act 1974 against Us as well as the Merchant in the event of any breach of contract or misrepresentation by the Merchant in relation to such goods or services, for example, the goods fail to arrive or are not of satisfactory quality, or You made the purchase based on incorrect information provided by the Merchant. This Condition 23.4(b) does not apply to any goods or services purchased by way of a credit transfer or Cash Advance. This Condition 23.4(b) also does not apply to any payments out of Your Account when You use a TPP and instead the provisions of Condition 8 regarding Our liability to You will apply.

23.5 Telephone Calls

We draw to Your attention that We may record or monitor calls to confirm details of Our conversations, and for verification and quality purposes.

23.6 Taxes or Costs

There may be taxes or costs, some of which are not paid through Us or imposed by Us and for which You may be liable.

23.7 Persistent Debt

- (a) Persistent debt occurs where You have paid more in interest, fees and charges than You have paid toward the balance on Your Account in the previous 18 months.
- (b) We are required by regulation to write to You when We see that You are in persistent debt. If You remain in persistent debt for a period of 36 months, We may offer You a repayment plan or, where appropriate an alternative option to help You repay the balance on Your Account over a period of up to four years.
- (c) If You have been in persistent debt for a period of 36 months and You do not respond to Our request for engagement, We may block Your card in accordance with Condition 18.1.

23.8 Governing Law

- (a) The laws of the United Kingdom apply to the establishment of Our relationship with You until Your acceptance of this Agreement.
- (b) This Agreement is governed by the laws of Northern Ireland, Scotland or England and Wales, depending on where You live, as shown on Our records and Your statements.
- (c) Disputes arising out of or relating to this Agreement not settled to the parties' satisfaction are subject to the non-exclusive jurisdiction of the courts of Northern Ireland, Scotland or England and Wales, again depending on where You live, as shown on Our records and Your statements.
- (d) This Agreement is written in English and We will communicate in English with You during the course of this Agreement.

Schedule

Payments out of Your Account

The table set out below assumes that the Entry Date is a Monday and that there are no bank or other holidays in the relevant period.

The timetable may be suspended in certain circumstances which are beyond Our control. We also reserve the right to suspend or delay a payment where We, acting reasonably, decide to carry out further checks. In these circumstances We will still seek to comply with our statutory obligations under the Payment Services Regulations 2017.

Definitions:

Date Funds are reserved means the day that You authorise the payment to be made. We reserve the funds on this date which means that Your available balance is reduced by the amount of the payment.

Entry Date means the date that We receive the request from the Merchant's bank to debit Your Account. This can be 2 days after the date the funds are reserved or it can be later (usually within 7 days). The maximum time permitted under the card scheme rules is 60 days.

Value Date means the date that We start to apply interest.

Maximum Execution Time means the latest date by which We will credit the Payee's bank (or its agent) with the payment.

Spending Limit means the maximum daily amount that You can ask Us to pay out of Your Account using that transaction type. Spending Limits can be changed and will also depend on the available balance in Your Account. You can ask Us to amend the Spending Limits on Your Account.

	Date funds are reserved	Entry Date	Value Date	Maximum Execution Time	Spending Limit
Card Transactions (Point of Sale transactions) Sterling and Foreign payments	Date that you authorise the payment	Monday	Payment Due Date which appears on Your statement (See Note 3)	Monday	Available balance on your account (£100 per transaction if contactless)
ATM Transactions (Cash machine withdrawals) Sterling and Foreign payments	Date that you authorise the payment	Monday	Monday	Monday	£500
Electronic Payment using eBanking or TPP (Internal Transfer/Faster Payments Service- See Notes 1 and 4)	Date that you authorise the payment	Date that you authorise the payment - say Monday	Monday	Monday	£25,000 for a transfer to a third party (daily limit)
Electronic Payment using Danske Mobile Banking app (Internal Transfer and Faster Payments Service-See Note 1)	Date that you authorise the payment	Date that you authorise the payment - say Monday	Monday	Monday	£10,000 for a transfer to a third party
Electronic Payment using eBanking (Foreign payments) (See Note 4)	Date that you authorise the payment	Date that you authorise the payment - say Monday	Monday	Tuesday (see Note 2) for Euro and Wednesday for all other currencies	£25,000 (daily limit)

Notes:

1. If a transfer is made using the Faster Payments Service after 3.30pm then the payment will be executed immediately but the Value Date will be the next Business Day
2. This is the Standard Service. Express Service is also available - see Your eBanking screen for further information. If the payment is to another account within the Danske Bank Group the maximum execution day for GBP and all EEA currencies (without conversion) would be Monday (for purposes of the table above).
3. This does not apply during any Introductory Rate Period.
4. A daily limit of £25,000 applies in any 24 hour period as determined by Us.

Important Information - London Branch

Important Information - London Branch

As a customer of Our London Branch, you should read the following information carefully as it contains important information specifically for you.

Counter Service

As our London Branch is primarily focused on providing a relationship management service, the Branch does not provide a counter service for lodging funds or the encashment of cheques, or other ancillary services such as night safe/safe custody facilities etc.

However, once registered for our internet and telephone banking services you can conduct most types of banking transactions in the comfort of your home, day or night. These services, coupled with your Danske Bank debit card - which gives you 24 hr cash access at thousands of cash machines and the ability to pay for goods and services in virtually all shops - should satisfy most of your day to day banking requirements. However, if you need more, just call your Account Manager to discuss your requirements.

Business Banking Days

As a Northern Ireland based bank, Our systems are operational on Northern Ireland Banking days, which differ slightly from those in England. This means that there are 3 days each year when, although the London Office will be open and staffed, some of our support systems will not be operational. These days are March 17th, July 12th and December 27th (or, where these dates, or the 25th or 26th December, fall on a Saturday or Sunday, the next normal business day).

Notifying you of Change

When we change interest rates or fees, customers are normally advised of this through notices in the Northern Ireland press. However, Our London Branch customers will also receive personal notification of any interest rate or fee changes. Details of our current rates, fees and service charges are also available on our website danskebank.co.uk/docs.

If you have a
Danske eSaver
read this section.

Special Terms and Conditions - Danske eSaver

These Special Terms and Conditions are in addition to the General Terms and Conditions – Personal Accounts. Unless otherwise stated where any Special Terms and Conditions are not consistent with the General Terms and Conditions then the Special Terms and Conditions will apply to the extent of that inconsistency in relation to the relevant Account.

1. Applications

- 1.1 You can open an Account by applying online on our Website, or if you are registered by using eBanking or Our Mobile Banking app.
- 1.2 When you apply, you must register (or be registered) for Our eBanking Service.

2. Opening an Account

- 2.1 A minimum balance of £1 (one pound sterling) is required to open and maintain an Account.
- 2.2 The Account is only available to personal customers who are aged 18 years or over.

3. Payments into Your Account

Each deposit to the Account must be made by electronic transfer from available cleared funds. You cannot make any deposits to the Account at any counter of a Danske Bank branch in Northern Ireland.

4. Payments from Your Account

You may only withdraw funds from Your Account by electronic transfer using Our eBanking Service and Mobile Banking app. You cannot make any withdrawals from the Account at any counter of a Danske Bank branch in Northern Ireland.

5. Interest

Credit Interest is payable as set out in Our 'Interest Rates' leaflet. Interest is calculated on a daily basis and credited to Your Account once each year on the date set out in the "Interest Rates" leaflet. You can compare Our savings accounts on Our Website or by requesting information from Your Branch.

6. eBanking

- 6.1 The Account must be operated using Our eBanking Service or Mobile Banking app, subject to the Special Terms and Conditions for that service. Details are available on request. Not all of the facilities offered through Our eBanking services are applicable to savings accounts. Both are subject to periods of routine maintenance.
- 6.2 At least one Account Holder must remain registered for Our eBanking Service in order to operate the Account.

7. Using the Services of a Third Party Provider to access the Account

The Account is accessible online. Where You are registered for eBanking, You can access the Account using TPP Services.

8. Closing Your Account

- 8.1 You may close Your Account at any time in accordance with Clause 20.2 in the General Terms and Conditions.
- 8.2 We may close Your Account in accordance with Clauses 20.1 and 20.3 in the General Terms and Conditions.

Danske Bank is a trading name of Northern Bank Limited which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, Financial Services Register, reference number 122261.

Registered in Northern Ireland R568
Registered Office
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Belfast BT1 6JS

Northern Bank Limited is a member of the Danske Bank Group.

[danskebank.co.uk](https://www.danskebank.co.uk)

Correct as at 04/2024