

# *Terms and Conditions Personal Banking*

Effective from 1 January 2024

These General Terms and Conditions and any Special Terms and Conditions which apply to you, supersede any previous versions of the Terms and Conditions.

These General Terms and Conditions are 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.

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# Section 1

## 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](https://www.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](https://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](https://www.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 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](http://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](https://danskebank.co.uk)

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

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

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

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

- (iii) 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 the 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://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 at 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](https://www.fca.org.uk/register). Further information about TPPs is available on Our Website at [danskebank.co.uk/open-banking](https://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.

#### 55.10 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.

#### 55.11 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](http://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 and 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://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](https://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.

- 14113 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](https://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.

- 16.23 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.
- 16.24 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.
- 16.25 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 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](https://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). 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:

- (a) 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;
- (b) You are bankrupt or insolvent or have entered into a voluntary arrangement with Your creditors;
- (c) 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);

- (d) We suspect that there is a threat to the security of Our systems;
- (e) Your relationship with Us has broken down or You have shown threatening or abusive behaviour towards any member of Our staff; or
- (f) 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). 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:
- (a) the day of the conclusion of the contract (which is the date upon which the Account is opened); or
  - (b) 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 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:

- Sending money within the UK (in a currency other than sterling);
- Sending money outside the UK (in any currency);
- Receiving money within the UK (in a currency other than sterling); or
- 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	Monday	
	Faster Payments Service - standing order (see note 6)		6.00pm Monday	Monday	
	Foreign Payments (all currencies, see note 7)		4.00pm Monday	Monday or as shown on the payment letter (see note 8)	Same as the value date (see note 3)
	Any Danske Bank branch in Northern Ireland		Branch closing time Monday	Monday	Monday
	eBanking		Midnight Monday		
	Original Credit (see note 10)			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**

1. Cash deposits made on a Saturday will be processed that day.
2. Other UK banks may accept sterling cash deposits but the Entry date will always be the date we receive the funds.
3. 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.
4. 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).
5. If you withdraw funds against a Faster Payment before the Value date, you may receive less credit Interest or have to pay debit Interest.
6. Standing Orders can only be received via Faster Payments up until 6pm Monday to Friday (excluding English Bank holidays).
7. 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.
8. 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.
9. 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.
10. 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

6. 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.
- 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 <ul style="list-style-type: none"><li>• At Danske Bank in the UK</li></ul>		Midnight Monday		Monday	Debit Card £500 each day (£350 for Danske Standard, Danske Discovery and SaverPlus account holders).  You can ask us to adjust spending limits.
	• At another UK bank (see note 6)		Monday, before 8pm Monday after 8pm		Tuesday Wednesday	
	• At a foreign bank (see note 5)		Midnight Monday		Wednesday	

Payment Table Part 2 (cont.)

Payment type	Method/channel of payment order	Entry date (see note 14)	Cut-off time	Value date	Maximum execution time	Current standard spending limits (if these apply) [see note 1]
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 15 and 17)		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 15 and 17)		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		9.30pm Monday	Monday (payments made before 3pm)	Monday (payments made before 3pm)	£100,000
	Standing order - CHAPS payment			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							
		Without conversion	BGN, CHF, CZK, DKK, GBP, HRK, HUF, ISK, NOK, PLN, RON, SEK				Wednesday							
			All other currencies				Tuesday							
		With conversion	GBP and All EEA currencies (except EURO)				Wednesday							
			All other currencies				Tuesday							
	Outside the Danske Bank Group	With and without conversion	EURO				Tuesday							
			GBP and all EEA currencies [except EURO] within the Qualifying Area				Tuesday							
			All other currencies				Wednesday							
			Express				Within the Danske Bank Group		With and without conversion	EURO (see note 13)	Monday	Monday 4.30pm	Monday	Monday
Without conversion	BGN, CHF, CZK, DKK, GBP, HRK, HUF, ISK, NOK, PLN, RON, SEK (see note 13)	Monday 4.30pm		Monday	Monday									
	USD	Monday 2.30pm		Monday	Monday									
	All other currencies	Monday 2.30pm		Tuesday	Tuesday									
	DKK, GBP, NOK, SEK, USD	Monday 2.30pm		Monday	Monday									
With conversion	BGN, HRK, ISK, PLN, RON	Monday 11.00am		Monday	Monday									
	CHF, CZK, HUF	Monday 12.00pm		Monday	Monday									
	All other currencies	Monday 2.30pm		Tuesday	Tuesday									
	Outside the Danske Bank Group	With and without conversion		EURO and DKK, GBP, NOK, SEK, USD	Monday 2.30pm	Monday		Monday						
BGN, HRK, ISK, PLN, RON				Monday 11.00am	Monday	Monday								
CHF, CZK, HUF				Monday 12.00pm	Monday	Monday								
All other currencies				Monday 2.30pm	Tuesday	Tuesday								
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. 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.

4. 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.

5. 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.
6. 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



## Section 2

### Special Terms and Conditions Personal Current Accounts (On Sale)

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.
- 3.4 **Other fees and service charges**  
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 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);
  - complete at least 8 Debit Mastercard transactions (not including ATM transactions or credits to the account); and
  - be in receipt of electronic statements for the Account (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.
- Danske Discovery**
1. The Danske Discovery Account is only available to personal customers aged between 11 and 17 years old. You can only open the Account in Your own name. Joint applications will not be accepted.
  2. You will be eligible for the Danske Discovery Account until You become 18 years old. On that date, if We have not received instructions regarding the balance in Your Danske Discovery 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 advised to You when We open the account for You.
  3. No cheque book facility is available on the Danske Discovery Account. Clause 10 of the General Terms and Conditions is not applicable to the Danske Discovery Account.
4. There is no Arranged Overdraft Service as described in Clause 14.3 of the General Terms and Conditions available on the Danske Discovery Account. If You try to make a payment out of Your Account (known as presenting an item for payment, such as a Card payment, direct debit or standing order) or interest or a fee or service charge is applied to Your Account which would have the effect of creating an overdraft, then We will treat this as an application for an Unarranged Overdraft and this will be dealt with in accordance with the applicable provisions in Clause 14 of the General Terms and Conditions.
  5. 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.
  6. Your Parent or Guardian must consent to You registering for eBanking. They can do so on the Bank's approved form. 24 Hour Telephone Banking is not available with Danske Discovery Accounts.
  7. A Mandate may only be given by You to Your parent(s) or guardian(s) and We shall be entitled to honour and to charge to the Account and You shall be liable for any Transactions or withdrawals (and associated costs, charges and expenses) made or authorised under the Mandate until it is revoked by You or We advise You that it has ceased to be effective for any reason.
  8. **eBanking and Third Party Providers**
    - 8.1 You can access the Account online using eBanking.
    - 8.2 Provided You are registered for eBanking, You can access the Account using TPP services.

## Currency Account

These Special Terms and Conditions are in addition to the General Terms and Conditions – Business Accounts or General Terms and Conditions – Personal Accounts (as applicable). 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.

References in these Special Terms and Conditions to the 'General Terms and Conditions' should be construed as references to the Bank's General Terms and Conditions – Personal Accounts or the Bank's General Terms and Conditions – Business Accounts as applicable to the Account which You hold.

### If You are a Corporate Opt-out Customer

If We have notified You that You are a Corporate Opt-out Customer, then some of these Terms and Conditions will apply differently as explained in the separate corporate opt-out notification provided to You. To enable You to identify the Conditions that apply differently to You and to allow You to compare Your terms with those that apply to retail and small business customers, the Conditions that apply to You have been shaded in grey, and the differences explained. The grey shading is for ease of reference only, and is not intended to form part of this Agreement.

All Conditions that contain no shading apply to You as stated.

### If You are not a Corporate Opt-out Customer

If We have not notified You that You are a Corporate Opt-out Customer the sections contained in grey shaded areas do not apply to You and do not form part of Your Agreement with Us.

If You have any queries in relation to the Corporate Opt-out, please contact Us.

### Definitions

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

**"Account"** means a Currency Account (denominated in the Currency requested by You) opened by You with Us under these Terms and Conditions;

**"Credit Interest"** means interest We pay You or interest You pay Us on credit balances in Your Account.

**"Currency"** means such currencies as the Bank may offer in respect of an Account from time to time;

**"Due Date"** means in relation to a collection under the SEPA Core Direct Debit Scheme or the SEPA B2B Direct Debit Scheme the day when the payment is due to the creditor as advised to the Bank in the collection request;

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

**"Interest Reference Rate"** means the benchmark rate of interest that We use when determining the interest rate that applies to Your Account. We can add a margin to the Interest Reference Rate to determine what the interest rate will be;

**"Nominating Body"** means any applicable central bank, regulator or other supervisory authority or a group of them or any working group or committee

sponsored by or chaired by, or constituted at the request of, any of them or the Financial Stability Board;

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

**"Qualifying Area currency"** means the Euro and any currency which is the national currency of a Qualifying State;

**"Qualifying State"** means each of the EEA states and the United Kingdom;

**"Replacement Interest Reference Rate"** means the Interest Reference Rate that We will use where any Interest Reference Rate referred to in the Table at the end of these Special Terms and Conditions is replaced by an Interest Reference Rate

- (a) formally designated, nominated or recommended as a replacement benchmark rate of interest by (i) a Nominating Body or (ii) the administrator of the Interest Reference Rate, and if replacements have been formally designated, nominated or recommended by both (i) and (ii) above, then the Replacement Interest Reference Rate will be the rate set by the Nominating Body;
- (b) generally accepted by the majority of lenders in the relevant market as the appropriate successor to the interest reference rate; or
- (c) which is, in Our opinion, an appropriate successor to the Interest Reference Rate;

**"SEPA"** means the area where citizens, companies and other actors will be able to make and receive payments in euro within all the Qualifying States, whether between or within national boundaries under the same basic conditions, rights and obligations, regardless of their location;

**"SEPA B2B Direct Debit Scheme"** means the payments scheme for making direct debits across SEPA where both the creditor and the debtor is a Corporate Opt-out Customer, as set out in the SEPA B2B Direct Scheme Rulebook;

“SEPA B2B Direct Debit Rulebook” means the Rulebook setting out rules and business standards for the SEPA B2B Direct Debit Scheme;

“SEPA Business to Business Direct Debit Agreement” means the agreement between You and the Bank under which We agree that You can make payments from Your Account under the SEPA B2B Direct Debit Scheme;

“SEPA Core Direct Debit” means the payment instrument governed by the rules of the SEPA Core Direct Debit Scheme for making direct payments in euro throughout SEPA from bank accounts to other bank accounts;

“SEPA Core Direct Debit Rulebook” means the Rulebook setting out rules and business standards for the SEPA Core Direct Debit Scheme;

“SEPA Core Direct Debit Scheme” means the payments scheme for making direct debits across SEPA as set out in the SEPA Core Direct Scheme Rulebook;

“TARGET Day” means an Inter-Bank Business Day identified as such in the calendar of the Trans-European Automated real-time Gross Settlement Express transfer System;

“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;

## 1. Applications

Applications to open an Account can be made by completion of the necessary Agreement.

## 2. Opening an Account

- 2.1 We reserve the right to require a minimum balance of the equivalent of £10,000 (ten thousand pounds sterling) to open an Account. If the balance falls below this

amount, We reserve the right to close Your Account.

- 2.2 We further reserve the right to limit the number of Accounts that you hold in the same Currency. If you hold more than one Account in the same Currency, We reserve the right to close your Account.
- 2.3 If We close Your Account under Clause 2.1 then We will give You at least two months' notice and We will transfer any balance in the Account to another account which We will open in Your name. The terms and conditions which apply to this account will be advised to You when We open any such account for You.
- 2.4 If You are a Corporate Opt-out Customer then Clause 2 will apply save that the period of notice can be less than two months but will always be at least thirty days.

## 3. Payments into the Account

### 3.1 Cash

- 3.1.1 You may pay cash into the Account at a Danske Bank Branch in Northern Ireland, Your statement will show the cash (or the currency equivalent of the cash if in a currency different from the currency of the Account) being credited to the Account on the day of receipt. [The currency equivalent of the cash (if applicable) will be calculated at the Danske Bank Exchange Rate (UK) for the relevant currency on the applicable day at such time as the Bank may select or at such other rate as has been agreed with You]. You may only make a cash payment into the Account using bank notes. Coins are not accepted. These funds will be available to draw on the day the Account is credited. We reserve the right to refuse to accept certain currencies and/or certain amounts of certain

currencies as We may from time to time determine. We will charge You a fee when You make a cash deposit into Your Account. The fees are set out in Our 'Fees and service charges explained' leaflets.

### 3.2 Cheques

- 3.2.1 If You pay into Your Account non sterling cheques in the same currency as Your Account, and We do not send the cheques for collection, 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 deposit;
  - all non sterling cheques (other than Euro cheques drawn on a bank in the Republic of Ireland) will receive value six Business Days after the date of deposit.
- 3.2.2 A non-sterling cheque in a currency different from that of Your Account may be paid into Your Account. If this applies, We will purchase it from You. We will convert the cheque from the currency of the cheque to the currency of Your Account (calculated at the Danske Bank Exchange Rate (UK) for the relevant currency on the applicable day at such time as the Bank may select, or at such other rate as has been agreed with You). Where We do not send the cheque for collection, 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;
  - all non sterling cheques (other than Euro cheques drawn on a bank in the Republic of Ireland) will receive value six Business Days after the date of purchase;

3.2.3 Where We do not send the cheque for collection, Your statement will show the amount of the cheque (or the currency equivalent amount of the cheque if the cheque is in a currency different from the currency of the Account) being credited to Your Account on the day of receipt. [The currency equivalent of the amount of the cheque (if applicable) will be calculated at the Danske Bank Exchange Rate (UK) for the relevant currency on the applicable day at such time as the Bank may select, or at such other rate as has been agreed with You]. After the Value Date the drawer 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.

3.2.4 If the cheque has been sent for collection, We will give You a receipt for the cheque. Your statement will show the applicable amount being credited to Your Account on the day that We receive value from the drawer bank. The date that the amount is credited to Your Account, in this instance, is also the Value Date and the Guaranteed Date.

3.2.5 Unless the cheque is sent for collection, there is no Guaranteed Date for non-sterling cheques (including Euro cheques) and the drawer bank may return the cheque unpaid at any time.

### 3.3 SEPA Direct Debits (Euro Accounts only)

3.3.1 SEPA Direct Debits are collected under an interbank payment scheme which applies a common set of rules and procedures across the Single Euro Payments Area (SEPA) for Euro direct debit payments.

3.3.2 You may apply to collect SEPA Direct Debit payments into Your Account as a creditor.

We will only accept Your application where

- You have a Euro Currency Account;
- a District Agreement with Us where You have accepted the terms and conditions for SEPA Direct Debit Collection Service by signing the relevant Access Agreement (an establishment fee and a monthly subscription fee as set out in the 'Fees and service charges explained' leaflet will apply);
- You have a SEPA Creditor ID;
- We have agreed a SEPA Direct Debit Settlement Line for You; and
- You have completed the relevant counter-indemnity on Our standard form.

3.3.3 The fees and service charges which apply to each collection made using the SEPA Direct Debit Originator service are set out in the 'Fees and service charges explained' leaflet. These fees are calculated at the end of each month and charged to Your Account or, where applicable, an account nominated by You on the last Business Day of the next month.

3.3.4 Where We agree to provide You with the SEPA Direct Debit Collection Service You agree that You will comply with the SEPA Core Direct Debit Rulebook or the SEPA B2B Direct Debit Rulebook (as applicable). Without prejudice to the generality of the foregoing You agree that if We make this Service available to You:-

- You will obtain the mandate (as defined in the relevant Rulebook) in the form set out in the relevant Rulebook and have this duly signed by the debtor;
- You will store the mandate provided by the debtor and any amendments thereto and any information relating to the

cancellation of the mandate; and

- You will not present a collection under a mandate where there has been no collection or presentation for payment under the mandate for 36 months.

3.3.5 Where We provide You with the SEPA Direct Debit Collection Service, the Payment Table sets out the processing times that will apply to incoming payments (see under "Electronic Payments" in the "Payments Into Your Account" section of the Payment Table).

## 4. **Payments out of Your Account**

### 4.1 Cheques

You can make payments from Your Account by cheque if this Service is provided in the currency of the Account. Where We agree to provide You with a cheque book an Account Maintenance Fee will apply. You will also have to pay a fee for each cheque that is presented for payment. Where the account is a Euro currency account the fees and charges which apply are set out in Our 'Fees and service charges explained' leaflet. Where the currency of the Account is not in Euro We will advise You of the relevant fees and service charges at the date when We provide You with the cheque book service.

### 4.2. Standing Orders

You can make payments from the Account by Standing Order if this Service is provided in the currency of the Account. You will need to complete the applicable Standing Order instruction form which is available on request.

### 4.3 Direct Debits

#### 4.3.1 Direct Debits - General

You cannot make a payment from Your Account under the UK Direct Debit Scheme.

If We do agree to make a payment from Your Account by direct debit and that direct debit is originated outside of the United Kingdom then You will not be protected by the Direct Debit Guarantee and You should check with the originator of any such direct debit if You have any protections.

#### 4.3.2 SEPA Direct Debit

If Your Account is a Euro Account You may make a payment within the Single European Payments Area (SEPA) under the SEPA Direct Debit Core Scheme or under the SEPA B2B Direct Debit Scheme. Payments made under either of these Schemes can be for a single payment or may involve a recurring collection. Payments will be executed within the timetable set out in the relevant section of the Payment Table. A fee will be applied for each SEPA direct debit payment that is taken from Your Account – full details are set out in the 'Fees and service charges explained' leaflet.

#### The SEPA Core Direct Debit Scheme

- a) Any payments under the SEPA Core Direct Debit Scheme will be subject to the SEPA Core Direct Debit Scheme Rulebook and You agree to comply with those rules. The creditor will ask You to complete a mandate authorising the creditor to collect payments from Your Account under the SEPA Core Direct Debit Scheme. We will not check its contents. You agree that You will comply with the terms of the mandate that you have agreed with the creditor. The underlying contract between You and the creditor, and any claims or defences under it, is outside of these terms and conditions and is entirely a

matter between You and the creditor. You should seek to resolve any disputed collection directly with the creditor.

- b) You have a right to give Us notice that You want to prohibit any payments being made from Your Account under the SEPA Core Direct Debit Scheme. If You have given Us such notice then We will refuse to make any subsequent payments from Your Account even if We receive a collection request. If You are an eBanking customer then You can also register for the 'Closed mandate' function in eBanking. This will mean that We will only execute payments under the SEPA Core Direct Debit Scheme where You have registered the mandate. Further information on the 'Closed mandate' function is available in eBanking and from Your Branch. Registration of a mandate under the 'Closed mandate' function does not require the Bank to reserve funds in Your Account. If there are insufficient funds in Your Account at the time that the SEPA direct debit is presented for payment then, as set out in Clause (f) below, We may refuse to execute the payment irrespective of whether the mandate was registered on the 'Closed mandate' list or not.
- c) The creditor should give You a pre-notification at least 14 days before the Due Date of any proposed collection request. If You want to prevent a payment from being debited to Your Account then You must give Us notice at the latest on the Business Day before the Due Date. We will debit Your Account on the Due Date specified by the creditor. If the Due Date is not a Business Day then We will debit Your Account on the next Business Day provided that it is also a

TARGET Day. If the Due Date is not a TARGET Day then We will debit Your Account on the next TARGET Day provided that it is a Business Day.

- d) Where We have not received notice under paragraphs (b) or (c) above, and the conditions in paragraph (e) do not apply, then We will consider a collection request under the SEPA Core Direct Debit Scheme to have been authorised by You provided that We have received a valid collection request via the SEPA Core Direct Debit Scheme and We have been provided with the following information by the creditor's bank:

- a valid ID Code;
- a unique mandate reference;
- the identifier of the creditor;
- Your IBAN; and
- the transaction type.

If You are an eBanking customer who has registered for the 'Closed mandate' function, You must also have registered the mandate otherwise We will refuse to make the payment.

We will refuse to make a payment if more than 36 months has elapsed since any previous collection was presented under the relevant mandate.

If You wish to amend the terms of the mandate that You have agreed with the creditor, for example, if You wish the creditor to debit a different Account, then You must contact the creditor and agree a new mandate.

- e) We may refuse to execute a payment for technical reasons such as circumstances where the Account has been closed or You have told Us not to execute a specific payment before the Due Date.

- f) We may refuse to execute a payment where there are insufficient funds in Your Account. You should ensure that there are sufficient cleared funds in Your Account (or within Your Arranged Overdraft facility) on the day before the Due Date.
- g) We can request the return of a payment made under SEPA Core Direct Debit Scheme within 5 TARGET Days of the date that Your Account was debited for any of the reasons set out in paragraph (e) or (f) or for any analogous reason.
- h) Where a payment has been taken from Your Account You have a right to request a refund from Us in the following circumstances:
  - within 8 weeks of the date that Your Account was debited. This is a right to an immediate refund on a “no questions asked basis” and is available whether You have authorised the payment or not.
  - after 8 weeks but within 13 months of the date that Your Account was debited where You claim that the payment was not authorised by You. In this case, We will consider Your request and may require You to provide Us with information to support Your claim. We will contact the Payee's Bank and they may ask Us for further information before making a decision on whether to accept or reject Your claim. Where the claim is accepted, a refund will be made directly to Your Account from the Payee's bank. It can take up to 30 days from the date that We received Your claim to process the refund.

- Where Your claim is rejected You will need to contact the Payee directly to try to resolve the issue.

The UK's Direct Debit Guarantee Scheme does not apply to SEPA Direct Debits. If We agree to provide a refund this does not relieve You of any responsibility You have to resolve any issues in respect of the disputed Collection with the creditor, nor does the payment of a refund by Us prejudice the outcome of such a dispute.

#### **The SEPA B2B Direct Debit Scheme**

If You are a Corporate Opt-out Customer and the transaction type is under the SEPA B2B Direct Debit Scheme then You must complete a SEPA Business to Business Direct Debit Agreement with Us and the following will apply:

- a) Any payments under the SEPA B2B Direct Debit Scheme will be subject to the rules of the SEPA B2B Direct Debit Scheme Rulebook and You agree to comply with those rules. The creditor will ask You to complete a mandate authorising the creditor to collect payments from Your Account under the SEPA B2B Direct Debit Scheme. In accordance with the terms of Your SEPA Business to Business Direct Debit Agreement You must provide Us with a copy of the mandate. You agree that You will comply with the terms of the mandate that You have agreed with the creditor. The underlying contract between You and the creditor, and any claims or defences under it, is outside of these terms

and conditions and is entirely a matter between You and the creditor. You should seek to resolve any disputed collection directly with the creditor.

- b) You have a right to give Us notice that You want to prohibit any payments being made from Your Account under the SEPA B2B Direct Debit Scheme. If You have given Us such notice then We will refuse to make any subsequent payments from Your Account even if We receive a collection request.
- c) The creditor should give You a pre-notification at least 14 days before the Due Date of any proposed collection request. If You want to prevent a payment from being debited to Your Account then You must give Us notice at the latest on the Business Day before the Due Date. We will debit Your Account on the Due Date specified by the creditor. If the Due Date is not a Business Day then We will debit Your Account on the next Business Day provided that it is also a TARGET Day. If the Due Date is not a TARGET Day then We will debit Your Account on the next TARGET Day provided that it is a Business Day.
- d) Where We have not received notice under paragraphs (b) or (c) above, and the conditions in paragraph (e) do not apply, then We will consider a collection request under the SEPA B2B Direct Debit Scheme as having been authorised by You provided that We have received a valid collection request via the SEPA B2B Direct Debit Scheme and We have been provided with the following information by the creditor's bank:



- a valid ID Code;
- a unique mandate reference;
- the identifier of the creditor;
- Your IBAN; and
- the transaction type.

You must also have registered the mandate with Us in accordance with the terms of Your SEPA Business to Business Direct Debit Agreement with Us. Registration of a mandate does not require the Bank to reserve funds in Your Account. If there are insufficient funds in Your Account at the time that the SEPA direct debit is presented for payment then, as set out in Clause (f) below We may refuse to execute the payment irrespective of whether the mandate was registered or not.

We will refuse to make a payment if more than 36 months has elapsed since any previous collection was presented under the relevant mandate. If You wish to amend the terms of the mandate that You have agreed with the creditor, for example, if You wish the creditor to debit a different Account then You must contact the creditor and agree a new mandate. In addition You must contact Us to amend the terms of the SEPA Business to Business Direct Debit Agreement.

- e) We may refuse to execute a payment for technical reasons such as circumstances where the Account has been closed or You have told Us not to execute a specific payment before the Due Date.
- f) We may refuse to execute a payment where there are insufficient cleared funds in Your Account. In these circumstances We will make an automated decision not to make the payment. The fees and services charges as set out in Our 'Fees and service charges

explained' leaflets will apply. If You are an individual You can give Us notice in writing that You do not want Us to make any automated decision of this nature. You should ensure that there are sufficient cleared funds in Your Account (or within Your Arranged Overdraft facility) on the day before the Due Date.

- g) We can request the return of a payment made under the SEPA B2B Direct Debit Scheme within 2 TARGET Days of the date that Your Account was debited for any of the reasons set out in the foregoing paragraphs (e) and (f) or for any analogous reason.
- h) You will have no right to seek a refund where a payment has been taken out of Your Account and You have authorised that payment. Where a payment has been taken from Your Account without Your authority then the provisions of Clauses 6.3 – 6.5 in the General Terms and Conditions – Business Accounts will apply. The Direct Debit Guarantee Scheme does not apply to SEPA Direct Debits. If We agree to provide a refund this does not relieve You of any responsibility You have to resolve any issues in respect of the disputed Collection with the creditor, nor does the payment of a refund by Us prejudice the outcome of such a dispute.

#### 4.4 **Cash Withdrawals**

We reserve the right to impose limits on the amount of cash that You can withdraw from Your Account at any one time. We also reserve the right to require seven days' notice of any request to withdraw cash from Your Account to ensure that We can comply with Your request for cash in a relevant currency. We will charge You a fee for

making cash withdrawals. The fees are set out in Our 'Fees and service charges explained' leaflets.

## 5. **Interest**

### 5.1 **Debit Interest - Where the Currency of the Account is an EEA Currency:**

- 5.1.1 Debit Interest rates are based on an Interest Reference Rate. We will add a margin to the Interest Reference Rates that We use are the relevant currency Bank Offered Rates (depending on the currency of Your Account) as set out in the Table at the end of these Special Terms and Conditions or as separately advised to You, or, subject to Clause 5.4.3 where these are replaced, the relevant Replacement Interest Reference Rate. Where We use the published 1 week rate as the Interest Reference Rate, it is important that You understand that although the Interest Reference Rate is quoted as a '1 week' rate We will use it solely as a reference rate and not as a fixed rate or an interest fixing rate. Interest Reference Rates usually change every day. Details of the applicable Interest Reference Rate that applies to Your Account is set out in the Table below.
- 5.1.2 Subject to Clauses 5.4.2 and 5.4.3, changes to the relevant currency Interest Reference Rate will be applied with effect from the close of business on the day that any change takes place.
- 5.1.3 We may vary the margin for any reason set out in the applicable General Terms and Conditions. We will give You at least two months' notice before the change takes

effect. If we vary the margin to your advantage, We may make the change immediately and advise you of the new rate that applies on Your next statement.

- 5.1.4 Any change to the margin will take effect unless You inform Us that You object to the change on or before the date that the change is due to take place. If You do object to the change then You have the right to end Your Agreement and close Your Account without being charged anything extra.

- 5.1.5 If You are a Corporate Opt-out Customer then Clause 5.1.3 will apply save that the period of notice can be less than two months but will always be at least thirty days.

5.2 Debit Interest - Where the Currency of the Account is not an EEA Currency (for Corporate Opt-out Customers only):

- 5.2.1 Debit Interest rates are based on an Interest Reference Rate known as the Danske Bank Offered Rate [DANSKEBOR (UK)] or, subject to Clause 5.4.3 where this rate is replaced the Replacement Interest Reference Rate for the relevant currency. We will add a margin to the Interest Reference Rate. Interest Reference Rates usually change every day. Details of the applicable Interest Reference Rate that applies to Your Account is set out in the Table below.

- 5.2.2 Subject to Clauses 5.4.2 and 5.4.3, changes to the Interest Reference Rate will be applied with effect from the close of business on the day that any change takes place.

- 5.2.3 We reserve the right to vary the margin that applies to Your Account. If we change the margin to Your disadvantage We will give You at least 30 days' notice before the change takes effect. If we change the margin to Your

advantage We will make the change and advise You of the new rate that applies on Your next statement.

- 5.2.4 Any change to the margin will take effect unless You inform Us that You object to the change on or before the date that the change is due to take place. If You do object to the change then You have the right to end Your Agreement and close Your Account without being charged anything extra.

5.3 Credit Interest - Applicable to all currencies:

- 5.3.1 Credit Interest rates are based on a rate that we determine internally. Details of the current Credit Interest rate on Your Account are set out in Our 'Interest Rates' leaflet which is available at any Branch and on Our Website. If the Credit Interest rate that applies to Your Account is positive (more than zero) We will pay You interest. If the Credit Interest rate is negative (less than zero) You will pay Us interest. Where the Credit Interest rate is zero, We will not pay You interest and You will not pay Us interest.

- 5.3.2 We will calculate Credit Interest on a daily basis on the cleared credit balance in Your Account. We will calculate any interest You pay Us at the end of each calendar quarter (Our usual charging dates are at the end of March, June, September and December). If You are due to pay Us interest, before We charge this to Your Account, We will write to You at the end of the quarter and tell You the amount payable.

- 5.3.3 We may vary the Credit Interest rate that applies to Your Account (or vary the Credit Interest rate that is applied depending on the balance held in an Account) for any reason set out in the applicable General Terms and

Conditions. We will give You at least two months' notice before the change takes effect. If we vary the Credit Interest rate to your advantage, We may make the change immediately and advise you of the new rate that applies on Your next statement.

- 5.3.4 Any change to the Credit Interest Rate (or to the Credit Interest Rate that is applied depending on the balance held in an Account) will take effect unless You inform Us that You object to the change on or before the date that the change is due to take place. If You do object to the change then You have the right to end Your Agreement and close Your Account without being charged anything extra.

- 5.3.5 If You are a Corporate Opt-out Customer then Clause 5.3.3 will apply save that the period of notice can be less than two months but will always be at least thirty days.

5.4 Replacement Interest Reference Rate

- 5.4.1 Where (a) any Nominating Body or the administrator of an Interest Reference Rate formally designates, nominates or recommends that an Interest Reference Rate should be replaced by a successor to that Interest Reference Rate or (b) a successor to the Interest Reference Rate is generally accepted by the majority of lenders in the relevant market as the appropriate successor to the Interest Reference Rate or (c) a successor to the Interest Reference Rate is, in Our opinion, an appropriate successor to the Interest Reference Rate, We will change the Interest Reference Rate that applies to Your Account to the Replacement Interest Reference Rate which shall then be treated as the Interest

Reference Rate for Your Account. If a Replacement Interest Reference Rate has at the relevant time been formally designated nominated or recommended by both a Nominating Body and an administrator of the Interest Reference Rate then the Replacement Interest Reference Rate set by the Nominating Body will be the Replacement Interest Reference Rate that applies to Your Account.

5.4.2 Where your Account is operated in credit and where possible We will give you at least sixty (60) days' notice of what the Replacement Interest Reference Rate will be together with the date that it will take effect, before it takes effect. We do not need Your consent to introduce the Replacement Interest Reference Rate. The Replacement Interest Reference Rate will take effect unless You inform Us that You object to the Replacement Interest Reference Rate on or before the date it will take effect. If You do object to the change then You have the right to end Your Agreement and close Your Account without being charged anything extra.

5.4.3 Unless Your agreement with Us states otherwise, where Your Account is overdrawn We will contact You before introducing the Replacement Interest Reference Rate that applies to Your overdrawn balance and ask for Your consent to introduce the Replacement Interest Reference Rate. If You do not grant Us Your consent then, in accordance with the terms and conditions which apply to overdrawn accounts, We reserve the right to demand immediate repayment of the overdrawn balance.

## 6. District

You may choose to operate the Account for certain purposes using Our eBanking or District services, subject to the terms and conditions of those services. Not all of the facilities offered through eBanking and District are applicable to Currency Accounts. Details are available on request.

These Services are subject to periods of routine maintenance.

## 7. Third Party Providers

- 7.1 The Account is accessible online using eBanking or District.
- 7.2 Provided that You are registered for one of the Services set out at 7.1, You can access the Account using TPP Services.

## 8. Conversion and Set Off

- 8.1 We reserve the right to convert any moneys held in any Account(s) or owing on foot of any Account(s) into the sterling equivalent thereof at the Danske Bank Exchange Rate (UK) for the relevant currency on the applicable day at such time as We may select.
- 8.2 As well as any right of set-off or other similar right to which the Bank is entitled, We reserve the right to:
- (a) combine and consolidate all or any of Your Accounts; and
  - (b) set off any moneys at any time held on any of Your Accounts and in any currency against all or any other sums due or owing to Us.

Before doing this, We may carry out currency conversions in accordance with Clause 8.1

European Economic Area Currencies		
Currency	Currency Name	Debit Rate based on published rate
CZK	Czech Koruna	PRIBOR Overnight
DKK	Danish Krone	CIBOR 1 week
EUR	Euro	€STR (Euro Short-Term Rate) Overnight
HUF	Hungarian Forint	BUBOR Overnight
NOK	Norwegian Krone	NIBOR 1week
PLN	Polish Zloty	WIBOR Overnight
RON	Romanian Leu	ROBOR Overnight
SEK	Swedish Krona	STIBOR 1 week

Currencies outside the European Economic Area for Corporate Opt-out Customers Only		
Currency	Currency Name	Debit Rate based on published rate
AED	United Arab Emirates Dirham	DANSKEBOR (UK) AED
AUD	Australian Dollar	DANSKEBOR (UK) AUD
CAD	Canadian Dollar	DANSKEBOR (UK) CAD
JPY	Japanese Yen	DANSKEBOR (UK) JPY
NZD	New Zealand Dollar	DANSKEBOR (UK) NZD
SGD	Singapore Dollar	DANSKEBOR (UK) SGD
USD	United States Dollar	DANSKEBOR (UK) USD
ZAR	South African Rand	DANSKEBOR (UK) ZAR

Interest Reference Rates are available from us on request.

## Section 3

### Special Terms and Conditions – 24 Hour Telephone Banking

24 Hour Telephone Banking is a Service which may be available with Your Account. In this Section We will set out the Special Terms and Conditions which apply to 24 Hour Telephone Banking. These Special Terms and Conditions are in addition to the General Terms and Conditions – Personal Accounts or Business Accounts (as applicable) and to any other Special Terms and Conditions that apply to Your Account or Service.

**References in these Special Terms and Conditions to the 'General Terms and Conditions' should be construed as references to the Bank's General Terms and Conditions – Personal Accounts or the Bank's General Terms and Conditions – Business Accounts as applicable to the Account which You hold.**

Unless otherwise stated where these Special Terms and Conditions for 24 Hour Telephone Banking are not consistent with any of the other aforementioned Terms and Conditions then the Special Terms and Conditions for 24 Hour Telephone Banking will apply to the extent of that inconsistency in relation to the operation of the 24 Hour Telephone Banking Service.

These Special Terms and Conditions may be obtained by selecting the "speak to an adviser" option on the menu when You access Our 24 Hour Telephone Banking Service or by phoning Your Branch.

A User will be able to use Our 24 Hour Telephone Banking Service to access his/her own Accounts and may be able to use Our 24 Hour Telephone Banking Service to access the Accounts of another

Account Holder. Accordingly, a User can fall within the definition of both "You" (in respect of his/her own Accounts) and "Nominated User" (in respect of the Accounts of another Account Holder) and these Terms and Conditions should be read accordingly.

For details on how to first access Our 24 Hour Telephone Banking Service, call **0345 7 365 024**.

If You are phoning from abroad, call **0044 28 9004 9212**.

Enter Your **customer number**, followed by # (the hash key).

Then enter Your **access code**, followed by #.

#### **What services are available on 24 Hour Telephone Banking Service**

You can use the service to access Your Account for the purposes of:

- Making an enquiry about balances and transactions
- Getting a summary of the balances on your accounts
- Changing your access code
- Requesting eBanking
- Setting up account codes
- Transferring to a helpdesk adviser

If You and/or a Nominated User believe that Your or their Telephone Banking Security Information has (or may have) become known to someone else, please refer to Clause 16 of these Special Terms and Conditions which sets out the actions You and/or the Nominated User must take.

For queries concerning the 24 Hour Telephone Banking Service select the "speak to an adviser"

option on the menu when You access Our 24 Hour Telephone Banking Service or contact Your Branch. Calls to Our 24 Hour Telephone Banking Service Helpdesk, 0345 7 365 024, are charged at local rate. Customers calling from mobile telephones may be charged a different rate. Please refer to Your service provider.

Our 24 Hour Telephone Banking Service may be temporarily unavailable for periods of routine maintenance.

#### **Special Notes for Business Customers**

If We have notified You that You are a Corporate Opt-out Customer then some of these Terms and Conditions will apply differently as explained in the separate Corporate Opt-out notification provided to You. To enable You to identify the Conditions that apply differently to You and to allow You to compare Your terms with those that apply to retail and small business customers, the Conditions that apply to You which are different are shaded in grey, and the differences explained. The grey shading is for ease of reference only, and is not intended to form part of this Agreement. All Conditions that contain no shading apply to You as stated.

#### **If You are not a Corporate Opt-out Customer**

If We have not notified You that You are a Corporate Opt-out Customer the sections contained in the grey shaded areas do not apply to You and do not form part of Your Agreement with Us.

If You have any queries in relation to the Corporate Opt-out, please contact Us.

**Definitions:**

The Definitions in the Bank's General Terms and Conditions apply. In addition the following definitions apply to these Special Terms and Conditions;

**"Access Code Number"** (or **"ACN"**) means the four digit PIN number which We have notified in writing in accordance with Our procedures to a prospective User and any replacement ACN chosen by a User. The ACN together with a User's Customer Number are used to access the 24 Hour Telephone Banking Service.

**"Agreement for 24 Hour Telephone Banking Service"** means either a Customer Agreement for a Package with Us which provides for Our 24 Hour Telephone Banking Service or the 24 Hour Telephone Banking Service Letter.

**"Customer Number"** means the customer number which is advised to a User in the 24 Hour Telephone Banking Service Letter.

**"Nominated User(s)"** means a person who has:

- (a) been authorised by the Account Holder (or in the case of a joint Account the Account Holders) under Clause 5 and in accordance with these Special Terms and Conditions;
- (b) complied with the requirements which We specify shall apply from time to time in respect of Nominated Users (including, for example, providing Us with such documentation as We may require);
- (c) been accepted by Us; and
- (d) accepted these Special Terms and Conditions to operate an Account (as specified in the Mandate(s) relating to the Nominated User) through the 24 Hour Telephone Banking Service all in accordance with the provisions of these Special Terms and Conditions.

**"Telephone Banking Security Information"** means a User's ACN and Customer Number used in connection with the 24 Hour Telephone Banking Service.

**"24 Hour Telephone Banking Service"** means the 24 Hour Telephone Banking Service We make available through the public telecommunication network to enable the receipt and transmission of information by telephone (including in relation to an Account).

**"24 Hour Telephone Banking Service Letter"** means the letter from Us to You or a Nominated User offering access to Our 24 Hour Telephone Banking Service.

**"User"** means You (where You are registered as a User pursuant to Clause 3) and a Nominated User.

**"User Guide"** means the user guide which We issue to each User in connection with the use of Our 24 Hour Telephone Banking Service which explains how the service operates and how to perform various functions associated with the service, as updated from time to time.

**Offer**

1. We offer to make available to You and any Nominated User on these Special Terms and Conditions the 24 Hour Telephone Banking Service.
2. You, and in the case of a Nominated User, the Nominated User should read these Special Terms and Conditions carefully before taking any of the steps set out in this Clause 2. If there is any point You do not understand You should contact Us before proceeding. We will rely on these Special Terms and Conditions as soon as You take any of the following steps:

- (a) when You, or in the case of a Nominated User, the Nominated User, sign and return to Us the Agreement for 24 Hour Telephone Banking Service;
- (b) when You complete Our Mandate(s) referred to in Clause 5 below;
- (c) when You, or in the case of a Nominated User, the Nominated User, first access the 24 Hour Telephone Banking Service using the User's Telephone Banking Security Information.

- 3.1 Once You, or in the case of a Nominated User, the Nominated User:

- (a) has taken any of the steps set out in Clause 2 of these Special Terms and Conditions; and
- (b) accessed the 24 Hour Telephone Banking Service using the User's Telephone Banking Security Information;

We will register You, or in the case of a Nominated User, the Nominated User, as a User of the 24 Hour Telephone Banking Service in accordance with these Special Terms and Conditions.

Once a User is registered, the User may use the 24 Hour Telephone Banking Service in accordance with these Special Terms and Conditions.

- 3.2 The User agrees to follow the instructions given in the User Guide.

4. You agree and acknowledge that an instruction from a User to Us using correct Telephone Banking Security Information via the 24 Hour Telephone Banking Service will be treated by Us as Your consent to comply with that instruction and We will treat it as a valid and irrevocable authority for Us to follow that instruction. Accordingly, We may (subject to any legal or regulatory requirements, without enquiring into the purpose or circumstances of the instructions or transaction) honour such instruction.

**Nominated User**

5. We may allow You to nominate a person as a Nominated User to access an Account. We will ask You to complete a Mandate. You may notify Us in writing that You wish to amend or revoke the Mandate(s) which You have executed in respect of a Nominated User. A Nominated User's right to use the 24 Hour Telephone Banking Service to access and/or operate an Account will be withdrawn when You have notified Us when You want that to happen.
6. You should ensure that any Nominated User has read and understood these Special Terms and Conditions. You must also ensure that the Nominated User complies with all Your obligations under these Special Terms and Conditions.

7. A User may continue to use the 24 Hour Telephone Banking Service unless:
- (a) Our 24 Hour Telephone Banking Service is cancelled or terminated under these Special Terms and Conditions; or
  - (b) access for that User to the 24 Hour Telephone Banking Service is denied under these Special Terms and Conditions; or
  - (c) where that User is a Nominated User, the Mandate provided by You in relation to that Nominated User is revoked by You.

**Use of Our 24 Hour Telephone Banking Service**

8. You and any Nominated User agree and acknowledge that the balance information for an Account will include items that are not cleared.
9. You and any Nominated User agree that You and any Nominated User shall not make use of all or any part of Our 24 Hour Telephone Banking Service or any information available on Our 24 Hour Telephone Banking Service on behalf of any third party (other than as permitted by these Special Terms and Conditions), or resell or otherwise make all or any part of Our 24 Hour Telephone Banking Service available to a third party (other than as permitted by these Special Terms and Conditions).

10. You and/or the Nominated User shall advise Us without delay if You and/or the Nominated User encounters any interruption or failure of Our 24 Hour Telephone Banking Service. It is Your and/or the Nominated User's responsibility to use other means of giving and obtaining information if for any reason Our 24 Hour Telephone Banking Service is unavailable for use or malfunctioning. We will advise You and/or the Nominated User of the alternative means to be used to communicate information and operating instructions during the period Our 24 Hour Telephone Banking Service is interrupted.

**Your Responsibilities**

11. You and any Nominated User are responsible for the acquisition, operation and maintenance of communications equipment which can communicate with the equipment and software used by Us from time to time in connection with Our 24 Hour Telephone Banking Service.



12. You must take all reasonable steps to keep Your Telephone Banking Security Information safe. You must:
- change Your ACN allocated to You by Us when You first access Our 24 Hour Telephone Banking Service and thereafter at least once every three months;
  - Never permit any other person to use Your Telephone Banking Security Information. If You wish to permit any other person to use Your Account then You should ask Us to give You the relevant application form to appoint that person as a Nominated User;
  - Never disclose Your Telephone Banking Security Information to any other person (not even the police or Bank staff);
  - Never respond to an email, SMS (text message) or telephone request, even where this appears to be from Us, which asks You to disclose Your Telephone Banking Security Information or any part of it. The Bank will never send You an email, SMS (text message) or telephone You to seek this information. If You receive an email, SMS (text message) or a telephone call of this nature then it is likely to be fraudulent;
  - Never record or store Your Telephone Banking Security Information anywhere (including, for example, the memory of any telecommunications equipment used to access Our 24 Hour Telephone Banking Service) without at first taking reasonable steps to disguise it; and

- Immediately report to Us if Your Telephone Banking Security Information is lost or stolen or You think someone else knows it You should comply with Clause 14.

13. You must ensure that a Nominated User complies with the provisions of Clause 12 in relation to their Telephone Banking Security Information.
14. If:
- (a) a User's Telephone Banking Security Information becomes known (or You or the Nominated User suspects it has become known) to anyone other than the User;
  - (b) any correspondence from Us containing a User's ACN and/or Customer Number has been, or appears to have been, opened or tampered with; or
  - (c) You or the Nominated User thinks someone else has or may try to access Your Account;
- You and/or the Nominated User must immediately notify Us without undue delay. You and/or the Nominated User can do this in the ways set out in Part 1 of the General Terms and Conditions - Personal or Business (whichever is applicable) under the heading "How You can contact Us". Further details are available in any Branch and on Our Website.

#### Allocation of liabilities

15. You are liable for any breach by a Nominated User of these Special Terms and Conditions as if such breach had been committed by You.
16. You will be liable for any loss or damage incurred by another party due to breach of these Special Terms and Conditions by You or by any Nominated User where such breach constitutes fraud or negligence by You or by any Nominated User and You shall indemnify Us for any such claims made against Us by other parties and for any costs incurred in respect of such claims.
17. Without prejudice to the provisions of Clauses 6 and 7 in the General Terms and Conditions - Personal or Business (whichever is applicable), You and each Nominated User acknowledge that, subject to Your and their rights implied at law which cannot be excluded, We are not liable:
- (a) for any breakdown or interruption in Our 24 Hour Telephone Banking Service due to circumstances beyond Our reasonable control or for periods of planned downtime, including, without limitation, for routine maintenance to computing or electronic or other communications equipment or software;
  - (b) for any breakdown in, interruption or errors caused to Your or the Nominated User's telecommunications, computer or computing equipment or software as a result of using Our 24 Hour Telephone Banking Service;

- (c) for any delays or errors by other parties;
- (d) for any loss of profit, loss of revenue, loss of data, loss of use, loss of goodwill, loss of savings, interruption of business or claims of third parties or any other costs or losses, whether caused to You or a third party, that are indirectly caused by the event which led to any claim against Us, unless specifically stated in these Special Terms and Conditions even if We have been advised of the possibility of such loss or damage;
- (e) for any reliance placed by You or any Nominated User on any part of Our Website or these Special Terms and Conditions which may have been stored or retained by You or any Nominated User and which may be out of date or otherwise amended (where applicable, in accordance with these Special Terms and Conditions) at any time and from time to time;
- (f) for losses or damage suffered by You or any Nominated User which results from any event referred to in Clause 28.2 of the Bank's General Terms and Conditions – Personal or Clause 27.2 in the General Terms and Conditions – Business (whichever is applicable);
- (g) for losses or damage which arise due to any disclosure by a User of his/her Telephone Banking Security Information; or
- (h) for losses or damage which arise due to any failure or defect in Your or any Nominated User's telecommunications equipment.

18. Nothing in these Special Terms and Conditions shall:
- (a) exclude or restrict Our liability for fraudulent misrepresentation by Us, Our employees, officers or agents or for death or personal injury resulting from Our negligence or the negligence of Our employees, officers or agents; or
  - (b) operate so as to affect Your or a Nominated User's statutory rights where Our services are supplied to You or a Nominated User as a consumer.

#### Our Responsibilities

19. We are not responsible for any information becoming known to any third party as a consequence of errors in the transmission of Your or any Nominated User's data or as a consequence of any third party gaining unauthorised access to the data transmission line in Our equipment or software (provided that We comply with Our obligations to take appropriate measures to protect against unauthorised access by any third party to any of Your or a Nominated User's personal data retained by Us).
20. You and any Nominated User acknowledge that We may reverse the linking of an Account to Our 24 Hour Telephone Banking Service for any reason (including, without limitation, because the relevant Account has been closed).

21. You and any Nominated User acknowledge that the correctness of information about an Account which a User obtains through Our 24 Hour Telephone Banking Service is subject to checking by Us as part of Our normal procedures and reflects the entries that have been posted to the relevant Account at the time the information is obtained.

#### Suspending or Terminating Your 24 Hour Telephone Banking Service

- 22.1 We can stop or suspend Your use of Your Telephone Banking Security Information, the 24 Hour Telephone Banking Service or any service on 24 Hour Telephone Banking:
- (a) where We reasonably believe that a User's Telephone Banking Security Information is at risk;
  - (b) where We have reasonable grounds to suspect unauthorised or fraudulent use of the Telephone Banking Security Information or the 24 Hour Telephone Banking Service;
  - (c) where We have a legal obligation to do so; or
  - (d) where You have broken the terms of this Agreement or any of the terms of the General Terms and Conditions.
- 22.2 Where We have exercised Our rights under Clause 22.1 We will where reasonably possible (and where it would not be a breach of security or against the law) give You appropriate notice of Our intention to do so and explain Our reasons.

- 22.3 You can terminate these Special Terms and Conditions and therefore Your 24 Hour Telephone Banking Service at any time and without penalty by notifying Us in writing or by contacting Your Branch.
- 22.4 If this Agreement is purportedly terminated by either You or Us at a time when You are also a Nominated User in relation to the Accounts of another Account Holder, Your Telephone Banking Security Information will remain useable in relation to Your Accounts notwithstanding such termination and You will continue to be bound by these Terms and Conditions until the Agreement for 24 Hour Telephone Banking Service is terminated.
- 22.5 We can terminate these Special Terms and Conditions and therefore Your 24 Hour Telephone Banking Service by giving You at least two months' notice for any of the reasons set out in Clause 20 of the General Terms and Conditions - Personal or Business (whichever is applicable). If You are a Corporate Opt-out Customer then this Clause 22.5 will apply save that the period of notice can be less than two months but will always be at least thirty days.
- 22.6 If Your Account is terminated in accordance with the provisions of the General Terms and Conditions, then Your 24 Hour Telephone Banking Service will be automatically terminated.
- 22.7 If Your 24 Hour Telephone Banking Service is terminated in accordance with this Clause 22, then each User's access to the 24 Hour Telephone Banking Service in relation to Your Account will automatically be terminated.
- 22.8 If a Nominated User's Mandate is withdrawn in accordance with Clause 7, then that Nominated User's access to the 24 Hour

Telephone Banking Service in relation to Your Account will automatically be terminated.

- 22.9 Any termination of this agreement or the use of a User's 24 Hour Telephone Banking Service is without prejudice to any accrued rights and/or remedies.

### Disputes

23. In relation to any dispute the properly authenticated messages as archived on Our equipment shall be admissible as evidence of the contents of those messages.

## Section 4

### 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"> <li>• Electronic Mailbox</li> <li>• Viewing accounts in other banks</li> <li>• Applying for new Accounts and services</li> <li>• Ordering foreign currency</li> <li>• Setting up alerts</li> <li>• Signing agreements</li> <li>• Using Your Electronic Signature</li> <li>• Managing Your cards for use outside the UK (Geoblocking)</li> <li>• Spending Overview</li> </ul>
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](https://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](https://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](https://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](https://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 Banking 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 Banking 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"> <li>• Destroy the notification that We sent You with Your temporary Passcode as soon as You have used it to first log on;</li> </ul>	<ul style="list-style-type: none"> <li>• 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;</li> <li>• 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;</li> </ul>
<ul style="list-style-type: none"> <li>• 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;</li> </ul>	<ul style="list-style-type: none"> <li>• 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;</li> <li>• 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.</li> </ul>

### 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.

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	

### 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.	<p>You should contact Us immediately.</p> <p>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.</p>	<p>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.</p>

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'.

#### 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](http://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](http://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.	<p>You should contact Us immediately.</p> <p>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.</p>	<p>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.</p>

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.	<p>You should contact the TPP in the first instance.</p> <p>If You were using Danske's Account Information Service then You should contact Us.</p>	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

4. 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 Banking 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.

## Section 5

### 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.	<b>Overdrawing and Spending Limits</b>		
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.	4.4	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.
4.3	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	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.	<b>Functions of the Card and how You can give and withdraw Your consent to a Transaction to make a payment out of Your Account</b>
			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](https://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](https://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. 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 overdraw 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 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.



## Section 6

### Special Terms and Conditions - Automated Deposit Service

These Special Terms and Conditions apply when You deposit coins and/or notes:

- At one of Our Automated Deposit Machines; or
- At one of our cash machines which permits deposits (Deposit ATM).

The Automated Deposit Service can only be used to deposit sterling bank notes and sterling coins. You can only use this Service to credit an account you hold with Us.

These Special Terms and Conditions are in addition to the General Terms and Conditions 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 the Automated Deposit Service.

When You make a deposit using the Automated Deposit Service ('the Service') the following conditions apply:

1. You can deposit funds to an account that You hold a Danske Bank debit card for or to an account with Us that You have the Sort Code and Account Number for (subject to the terms and conditions for that account). To use the Service You should insert Your Danske Bank debit card into the card reader on the machine or You should enter the sort code and account number for the account that You wish to credit **Please enter this information carefully.** If You enter an incorrect sort code or account number the deposit may be paid into someone else's account and You may not be able to get it back. You should then follow the instructions on the screen.
2. If You manually enter a sort code and account number to initiate the Service You can insert a reference for identification of the deposit when it appears on the Account.
3. Only sterling banknotes may be deposited via the note acceptor. You may deposit sterling banknotes of mixed denomination. You do not need to separate the banknotes by denomination but You should ensure that the banknotes are neatly presented, flat and do not contain any foreign objects, for example, staples/paperclips.
4. Depending on the capacity of the machine at the time of use You may deposit up to a maximum of 200 notes per transaction (which You may have to insert into the machine in smaller batches). There are limits on the amount You may deposit by Danske Bank debit card or by manual entry of Sort Code and Account Number of a valid Danske Bank Account - see Our Website for details of the limits which may change from time to time. Any notes which You attempt to deposit above those limits will be returned to You.
5. Only sterling coins may be deposited via the coin drawer. You do not need to separate coin by denomination but You should ensure no foreign objects are included.
6. The number of coins You can deposit is dependent on the capacity of the machine at the time of Your deposit. Any coins which exceed this capacity will be returned to You.
7. Any part of Your deposit (not including confirmed counterfeit notes) that cannot be accepted will be returned to You at the time and You may re-attempt to deposit the returned items. When the transaction is completed You will be issued with an advice note which You should retain for Your own records.
8. Any counterfeit notes which are detected will be retained by the machine. You will not receive value for those items but We will advise You that such items have been retained.
9. We will process payments within 2 hours of the date and time that the deposit is made. This means that the funds will be credited to Your Account, or the Account that You have asked Us to credit, within 2 hours and will then be immediately available to You and will be value dated for interest purposes on the date of receipt.

10. If there are any differences between the amount that You state You have deposited to the Account and the amount that You have deposited to the Account then You must immediately report the matter to Us. To submit a case for investigation We will ask You either to: (i) complete a web form available at <https://danskebank.co.uk/autodeposit> or (ii) give Us the details of Your query over the telephone or in branch. We will then investigate the matter. We will check that there was no malfunction of the mechanism of the Automated Deposit Service at the relevant time and We will also carry out a reconciliation of the transactions processed via the Automated Deposit Service. It may take up to 14 days to investigate Your case. Where appropriate We will credit Your account by close of business the next business day and advise You by letter of the next steps. Where We find our machines did not malfunction or make an error We may debit Your account within 14 days and notify You by letter.
11. If You have made a mistake when keying the Sort Code and Account Number and as a result the wrong account has been credited with the funds then You must report this to Us immediately and We will make reasonable efforts to try to recover the funds for You. We cannot guarantee that this will be possible.
12. We do not charge You to use the Automated

Deposit Service, however if You are a business customer fees and charges may apply. See Our 'Fees and Service charges explained - Business Accounts' leaflet for more information.

13. We may ask You to stop using this Service if We, acting reasonably, believe that Your use of the Service might impact on levels of service for other customers. This may happen because of the time that You take to make large deposits and/or the time or location that You choose to make any such deposits.

## Section 7

### Special Terms and Conditions for personal savings accounts (on sale)

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 Prestige Savings Account

##### 1. Applications

Applications to open an Account can be made by completion of the necessary application form(s). To open an Account You must already hold an Eligible Account with Us. In the case of a Danske Prestige Savings Account an Eligible Account is a Danske Prestige Package. You must also be registered for Our eBanking Services.

##### 2. Opening an Account

- 2.1 A minimum balance of £1 (one pound sterling) is required to open and maintain an Account.
- 2.2 A Danske Prestige Savings 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 can only withdraw funds from Your Account by electronic transfer using Our eBanking Service or Mobile Banking app. You cannot make 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. 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 eBanking. Details are available on request. Not all of the facilities offered through Our eBanking Service or Mobile Banking app 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. Closing Your Account

- 7.1 You may close Your Account at any time in accordance with Clause 20.2 in the General Terms and Conditions.
- 7.2 We may close Your Account in accordance with Clauses 20.1 and 20.3 in the General Terms and Conditions.
- 7.3 In addition, We may close Your Account if

You if You do not continue to comply with the following conditions which were the eligibility criteria You were required to meet in order to open Your Account:

- You must remain the holder of an Eligible Account;
- Your Eligible Account must remain open and operational with regular credits and debits being applied to it; and
- You must use Your Eligible Account for Your usual day to day banking business.

- 7.4 If We close Your Account under Clause 7.3 then We will give You at least two months' notice and We will transfer any balance in the Account to a Danske Instant Access savings account which We will open in Your name. The terms and conditions which apply to Our Danske Instant Access will be advised to You when We open the Danske Instant Access account for You. Meanwhile, if You want a copy of the terms and conditions currently applicable to Danske Instant Access, You should contact Us.

##### 8. 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.

#### Danske Choice Plus Savings Account

##### 1. Applications

Applications to open an Account can be made by completion of the necessary application form(s). To open an Account You must already hold an Eligible Account with

Us. In the case of a Danske Choice Plus Savings Account an Eligible Account is a Danske Choice Plus Package. You must also be registered for Our eBanking Services.

## 2. Opening an Account

- 2.1 A minimum balance of £1 (one pound sterling) is required to open and maintain an Account.
- 2.2 A Danske Choice Plus Savings 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 can only withdraw funds from Your Account by electronic transfer using Our eBanking Service or Mobile Banking app. You cannot make 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. 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 eBanking. Details are available on request. Not all of the facilities offered through Our eBanking Service or Mobile Banking app 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. Closing Your Account

- 7.1 You may close Your Account at any time in accordance with Clause 20.2 in the General Terms and Conditions.
- 7.2 We may close Your Account in accordance with Clauses 20.1 and 20.3 in the General Terms and Conditions.
- 7.3 In addition, We may close Your Account if You if You do not continue to comply with the following conditions which were the eligibility criteria You were required to meet in order to open Your Account:
  - You must remain the holder of an Eligible Account;
  - Your Eligible Account must remain open and operational with regular credits and debits being applied to it; and
  - You must use Your Eligible Account for Your usual day to day banking business.
- 7.4 If We close Your Account under Clause 7.3 then We will give You at least two months' notice and We will transfer any balance in the Account to a Danske Instant Access savings account which We will open in Your name. The terms and conditions which apply to Our Danske Instant Access will be advised

to You when We open the Danske Instant Access account for You. Meanwhile, if You want a copy of the terms and conditions currently applicable to Danske Instant Access, You should contact Us.

## 8. 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.

## Danske Instant Access

### 1. Applications

You can apply to open an Account in branch, by phone or, if you are registered, using our Mobile Banking app.

### 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. Interest

Credit Interest is payable as set out in Our 'Interest rates' leaflet. You can compare Our savings accounts on Our Website or by requesting information from Your Branch.

### 4. eBanking

You may operate the Account using Our eBanking or Mobile Banking app, subject to the Special Terms and Conditions for eBanking. Details are available on request. Not all of the facilities offered through Our

eBanking Service or Mobile Banking app are applicable to savings accounts. Both are subject to periods of routine maintenance.

#### 5. 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.

#### Danske Discovery Savings Account Definitions

In these Special Terms and Conditions for Danske Discovery Savings Account the following definitions will apply in addition to the definitions set out in the General Terms and Conditions – Personal Accounts:

“**Adult**” means any person who is aged over 18 years old and who is the Account Holder;  
 “**Child**” means the Account Holder if the Account Holder is aged between 11 and 17 years old or the person (between 11 and 17 years old) for whose benefit the Account is opened if the Account Holder is an Adult.

#### 1. Applications

Applications to open an Account can be made by completion of the necessary application form[s].

#### 2. Opening an Account

- 2.1 An Account may be opened either:
- (a) in the sole name of a Child, between 11 and 17 years old; or
  - (b) in the sole name of an Adult for the benefit of a Child between 11 and 17 years old.

Once the Child has reached his/her 18th birthday the Account Holder will no longer be eligible to open or hold the Account.

- 2.2 If the Account is opened in the name of an Adult for the benefit of a Child then the Adult is the Account Holder. The Account Holder in these circumstances is deemed to hold the monies in the Account in trust for the Child and the Bank will accept instructions in relation to the Account only from the Account Holder. The Bank will not be obliged to enquire into the purpose for which any sum or sums withdrawn are required or used.

- 2.3 You may remain entitled to the Account until the Child has reached his/her 18th birthday at which time You will no longer be eligible for the Account. If, at this time, We have not received instructions regarding the balance in the Account from You, We may close the Account giving You at least two months’ notice or transfer any balance in the Account to another account within Our account range which We may open in Your name. The Terms and Conditions which apply to Your new account will be advised to You when We open the account for You.

- 2.4 A minimum balance of £1 (one pound sterling) is required to open and maintain an Account.

#### 3. Interest

Credit Interest is payable as set out in Our ‘Interest rates’ leaflet. You can compare Our savings accounts on Our Website or by requesting information from Your Branch.

4. **24 Hour Telephone Banking and eBanking**  
 If You are under 16, Your Parent or Guardian must consent to You registering for eBanking. They can do so on the Bank’s approved form. 24 Hour Telephone Banking is not available with Danske Discovery Accounts.

#### 5. 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.

#### Junior Savings Account Definitions

In these Special Terms and Conditions for Junior Savings Accounts the following definitions will apply in addition to the definitions set out in the General Terms and Conditions – Personal Accounts:

“**Adult**” means any person who is aged over 18 years old and who is the Account Holder;  
 “**Child**” means the Account Holder if the Account Holder is aged between 7 and 10 years old or the person (aged 10 years or under) for whose benefit the Account is opened if the Account Holder is an Adult.

#### 1. Applications

Applications to open an Account can be made by completion of the necessary application form[s].

**2. Opening an Account****2.1** An Account may be opened either:

(a) in the sole name of a Child aged 7 and over, up to age 10; or

(b) in the sole name of an Adult for the benefit of a Child up to 10 years old.

Once the Child has reached his/her 11th birthday You will no longer be eligible to open or hold the Account.

**2.2** If the Account is opened in the sole name of a Child then the Child is the Account Holder. A Child must be at least 7 years old to open an Account in his/her sole name.**2.3** If the Account is opened in the name of an Adult for the benefit of a Child then the Adult is the Account Holder. The Account Holder in these circumstances is deemed to hold the monies in the Account in trust for the Child and the Bank will accept instructions in relation to the Account only from the Account Holder. The Bank will not be obliged to enquire into the purpose for which any sum or sums withdrawn are required or used.**2.4** You may remain entitled to the Account until the Child's 11th birthday at which time You will no longer be eligible for the Account. If, at this time, We have not received instructions regarding the balance in the Account from You, We may close the Account giving You at least two months' notice or transfer any balance in the Account to a Danske Discovery Savings Account

which We may open in Your name. The terms and conditions which apply to Your new account will be advised to You when We open the account for You.

**2.5** A minimum balance of £1 (one pound sterling) is required to open and maintain an Account.**3. Interest**

Credit Interest is payable as set out in Our 'Interest rates' leaflet. You can compare Our savings accounts on Our Website or by requesting information from Your Branch.

**4. eBanking**

If the Account is opened in the name of an Adult for the benefit of a Child, then the Adult may operate the Account using Our eBanking Service, 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. Our eBanking Service is subject to periods of routine maintenance.

**5. 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 use TPP services.

**Danske eSaver Account****1. Applications**

1.1 You can open an Account by applying 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 can 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 eBanking. Details are available on request. Not all of the facilities offered through Our eBanking Service or Mobile Banking app 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 Notice Account****Definitions**

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

**'Account'** means a Danske Notice Account opened by the Account Holder with Us under these Special Terms and Conditions. An Account can be opened and operated in sterling only.

**'Business Day'** means a Monday, Tuesday, Wednesday, Thursday or Friday which is not a bank or other public holiday and on which the Bank is normally open for business.

**1. Opening an Account**

- 1.1 This account is available to personal customers aged 18 years or over.
- 1.2 You must make a minimum deposit of £2,000 to open the Account within 14 calendar days from the date of receipt from Us of the sort code and account number for the Account; After that date We will close the Account if You have not made the minimum deposit.
- 1.3 You can apply to open and hold a maximum of one Account. This can be an Account in your sole name or a joint account. As the applicant you will automatically be the first named party. There is no restriction to the number of Accounts you can hold as the second named party on a joint Account.
- 1.4 The maximum balance permitted in the account is £250,000, excluding credit

interest. Any funds deposited over this limit will be rejected or returned to You.

- 1.5 Subject to Clause 1.4, You may open an Account by:

- Visiting one of our branches;
- Phoning Us;
- Using Our Mobile Banking app, if You are registered for this service; or
- Completing the webform on our website at [danskebank.co.uk/noticeaccount](https://danskebank.co.uk/noticeaccount) and following the instructions to submit the completed form to Us.

- 1.6 The Account can be opened in your sole name or in joint names. If You are making a joint application and there are more than 2 parties to the Account You must open the Account by visiting one of Our Branches

**2. Your right to cancel**

Clause 23 of the General Terms and Conditions – Personal Accounts will apply. References in that Clause to the "day of conclusion of the contract" shall be construed as the date when You made the first deposit to the Account as set out in Clause 1.2 above.

**3. Paying Money into the Account**

You can pay money into the Account by any of the following means:

- By internal transfer from another Account that You hold with Us using Our eBanking Service or Mobile Banking app, or providing Us with an instruction in Branch or by telephone;

<ul style="list-style-type: none"> <li>• By depositing funds at one of Our Branches. We reserve the right to restrict the number of deposits that you can make using Our Branch counters;</li> <li>• By electronic funds transfer from a Sterling Account that You hold with another UK financial institution. (If You make a deposit by CHAPS Our standard fee will apply.)</li> </ul>		<p>The notice must state:</p> <ul style="list-style-type: none"> <li>- The Sort Code and Account Number into which the funds are to be paid.</li> <li>- The amount that You wish to withdraw (there is no minimum amount).</li> </ul>		<p>another SMS (text) message once each withdrawal has been made from Your Account. If You change Your mobile phone number, You must inform Us immediately. We will permit an immediate withdrawal from the Account, without the need for 95 days' notice where one of the Account Holders has died. We will only make a payment under these circumstances where We have received evidence of death. In line with Our usual policy and procedures, We may also require a copy of the Grant of Probate or Letters of Administration.</p>
<p>Depending upon the method that You use to pay money into Your Account We may not be able to warn You each time that once funds are deposited to Your Account You cannot withdraw those funds until after You have given Us notice as required by Clause 4.</p>	4.3	<p>You are responsible for ensuring that You provide Us with the correct Sort Code and Account Number for the Receiving Account. If You provide Us with an incorrect Sort Code or Account Number We may be unable to make the payment or the payment may be made into an incorrect account and You may not be able to get it back.</p>	4.7	
<p><b>4. Taking Money out of Your Account</b></p> <p><b>4.1</b> Subject to this Clause 4, You cannot take money out of Your Account unless You have given Us 95 calendar days' notice beginning on the day that the notice is received by Us. Where the 95th day does not fall on a Business Day, the withdrawal will be completed on the next Business Day after the 95 calendar day notice period has expired.</p>	4.4	<p>During the notice period You may, no later than the close of business on the Business Day before the date that the withdrawal is due to be made:-</p> <ul style="list-style-type: none"> <li>• Change the details of the Sort Code and Account Number into which the funds are to be paid; or</li> <li>• Cancel a notice to make a withdrawal.</li> </ul> <p>You cannot amend (decrease or increase) the amount that You want to withdraw but You can make further requests to make a withdrawal subject to the requirement, in respect of any such further request, to provide Us with a minimum of 95 days' notice and to comply with these Special Terms and Conditions.</p>	5.1	<p><b>5. Closing Your Account</b></p> <p><b>5.1</b> Where the Account has a credit balance, You must provide notice for withdrawal and reduce the Amount to a zero balance in the same way as set out in Clause 4.</p>
<p><b>4.2</b> You must provide notice to Us:</p> <p>i) by filling in and returning the Notice Account Withdrawal form available at any of Our Branches;</p> <p>(ii) by creating a withdrawal instruction in eBanking or Our Mobile Banking app;</p> <p>(iii) by phoning Us.</p>	4.5	<p>We will not make a payment out of Your Account other than by electronic funds transfer.</p>	5.2	<p>If Your Account is held in Your sole name you can close it at any of our branches, within eBanking or within Our Mobile Banking app.</p>
	4.6	<p>Where We hold Your mobile phone number We will send You an SMS (text) message each time you request a withdrawal and</p>	5.3	<p>If Your Account is held in joint names You can only close it at any of Our branches with instruction from all Account Holders.</p>
			5.4	<p>We may close Your Account in accordance with Clauses 20.1 and 20.3 in the General Terms and Conditions.</p>
			6.1	<p><b>6. Interest Rate</b></p> <p>The rate of interest that applies to the Account is the rate that applies on the date that We issue the Sort Code and Account Number to You (this may be after the date You make Your application).</p>



- 6.2 We can vary this rate of interest at any time. We can increase the interest rate immediately and inform You about the change on Your next statement. If We decrease the interest rate We will give You 109 calendar days' notice before the change takes effect (this is the equivalent to 14 days plus the notice period (95 days) required for withdrawals). During this 109 day period You can ask Us to close the Account but You must still comply with the requirements set out in Clause 4, including, for the avoidance of doubt, the requirement to give Us 95 calendar days' notice. The decrease in the interest rate will still apply 109 days' after the date that We notify You of the decrease in interest rate even if You have given Us notice that You wish to close the Account - but the 95 days' notice period for the closure or withdrawal has not expired.
- 6.3 We will provide You with a reminder of any decrease in the interest rate within the period beginning 14 days before the decrease takes effect and ending on the day before it takes effect. Where We hold an email address for You, We will provide You with this notice and reminder using email, otherwise We will send You the notice and reminder by post.
- 6.4 If the balance in Your Account is less than £100 We are not obliged to send You a notice of the decrease in interest rate under Clauses 6.2 or 6.3.
- 6.5 Information about the interest rate that applies to Your Account is available on Our Website, within eBanking, in Our Branches or by telephoning Us.
- 6.6 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 ask Us to pay the interest from Your Account into another Account that You hold with Us.
7. **eBanking**  
You may access the Account using our eBanking or Mobile Banking app, subject to the Special Terms and Conditions for eBanking. Details are available on request. Not all of the facilities offered through Our eBanking or Mobile Banking app are applicable to savings account. Both are subject to periods of routine maintenance You can:-
- View Your balance and transaction details, including any withdrawal requests;
  - Give Us notice that You wish to make a withdrawal from the Account;
  - Amend or cancel an existing withdrawal instruction created in eBanking as set out in Clause 4.
8. **Using the services of a Third Party Provider (TPP) to access the Account**  
You may not access the Account using the services of a TPP since the Account is not a payment account under the Payment Services Regulations 2017.
9. **Variation**  
We may change the terms and conditions for the Account by giving You 109 days' notice. We can change the terms and conditions for any of the reasons set out in Clause 27 of the General Terms and Conditions - Personal Accounts. We will also communicate the changes to You in the way set out in Clause 27. If You do not agree to the change then You can close Your Account but You must still comply with the requirements set out in Clause 3 of these Special Terms and Conditions.
10. **Statements**  
We will provide statements of account to You as set out in Clause 18 of the General Terms and Conditions - Personal Accounts. If there are no payment transactions on Your Account, statements will be provided at the end of June and December each year.

### Danske Fixed Term Deposit Account Definitions

The Definitions set out in the Bank's General Terms and Conditions – Personal Accounts or Business Accounts (as applicable) apply. In addition the following definitions apply to these Special Terms and Conditions:

**"Account"** means a Danske Fixed Term Deposit Account opened by the Account Holder with Us under these Terms and Conditions. An Account can be opened in sterling only;

**"Confirmation"** means details confirming the amount of the deposit, the Fixed Term of the deposit and the interest rate which will apply. A Confirmation is issued on the day the deposit is placed in the Danske Fixed Term Deposit Account and on each subsequent Rollover date;

**"Fixed Term"** or **"Term"** means the term which is set out in the Account Agreement or Confirmation letter;

**"Maturity Date"** means the date on which the Fixed Term as set out in the Account Agreement or Confirmation letter ends;

**"Rollover"** means the automatic reinvestment of the balance in the Account (including accrued interest unless You specifically instruct Us to pay any accrued interest into Your Service Account) on the Maturity Date on the basis of the terms set out in the Confirmation letter which is issued to You at the Maturity Date;

**"Service Account"** means an account from Our Personal or Business current account or instant access savings account range (excluding Cash ISA) or a Servicing Account, that You hold with the Bank in Your name(s). You will be required to maintain a Service Account for the duration of the Danske Fixed Term Deposit Account.

### 1. Opening an Account

- 1.1 The Account is available to both business customers including sole traders, partnerships, clubs, associations, charities, churches, trusts, societies, limited companies, unlimited companies, limited partnerships and limited liability partnerships who are running a designated business, and personal customers. Personal customers must be aged 18 years or over.
- 1.2 Personal customers may open an Account at a Branch, by telephoning 0800 66 00 33 or using Our eBanking service. A personal customer can only open an Account using Our eBanking service in their sole name.
- 1.3 Business customers may only open an Account at a Branch.

### 2. Cancellation rights

- 2.1 Cancellation rights, as set out in Clause 23 of the General Terms and Conditions, do not apply to the Account.

- 2.2 Cancellation rights under the FCA's Banking Conduct of Business Rules do not apply to the Account.
- 2.3 You have no right to cancel the Agreement once the Fixed Term has commenced.

### 3. Operation of the Account

- 3.1 The Account is available for a fixed term of either:
  - (a) one, two, three, four, six or nine months,
  - (b) one, two, three, four or five years, or
  - (c) for any term ending on a specified date as selected by You (subject to a minimum term of one month and a maximum term of five years); ("the Term") (whichever You select at the date the Account is opened).
 However, if You are a personal customer and open an Account using Our eBanking service not all of the options listed above are available.
- 3.2 Deposits are only accepted on the date that the Account is opened or by the close of business on the business day before the Maturity Date if the balance in the Account is rolled over for another Term. Further deposits cannot otherwise be made to Your Account but You can open more than one Danske Fixed Term Deposit Account.
- 3.3 Deposits must be made in cleared funds from Your Service Account - see General Terms and Conditions – Personal Accounts or Business Accounts (as applicable), Clause 3.

- 3.4 The minimum deposit required to open the Account is £5,000 [five thousand pounds sterling]. There is no maximum limit to the amount of funds You can invest. However, if You are a personal customer and open an Account using Our eBanking service, the maximum amount of funds You can invest is £1,000,000 [one million pounds sterling].
- 3.5 For any one Danske Fixed Term Deposit Account, the minimum balance must not fall below £5,000 [five thousand pounds sterling] [excluding interest accrued but not yet credited].  
If this happens then the Account will continue to accrue interest at the rate specified in the Confirmation but at the Maturity Date, Rollover of the balance in the Account for another Term will not be permitted and the balance including any interest accrued will be automatically transferred to Your Service Account and the interest rates and terms and conditions for Your Service Account will apply.
- 4. Withdrawals**
- 4.1 Withdrawals can normally only be made on the Maturity Date. In exceptional circumstances, You may apply to the Bank in writing to close the Account (or make a withdrawal from the Account) before the Maturity Date. If the Bank approves Your application, the Account will be closed (or the withdrawal will be made from the Account) on the date the application is approved. No early withdrawal charge is payable in the event of early withdrawal or closure.
- 4.2 If You make an early withdrawal from the Account, any agreement to Rollover the Account may be cancelled.
- 4.3 In addition to the terms of any Mandate You have signed in respect of Your Account the Mandate holder will also be authorised to do the following;
- (a) Apply to close the Account early or make an early withdrawal in accordance with 4.1; and
  - (b) Provide instructions in relation to the Rollover of the Account.
- 4.4 In the event of the death of the Account Holder (or one of them if the Account is a joint Account), the Account may be closed.
- 5. Interest rates**
- 5.1 Interest rates payable on Danske Fixed Term Deposit Accounts are fixed at the date of receipt of the initial deposit and thereafter at each Maturity Date.
- 5.2 Details of interest rates are available on the Danske Bank Website and from any branch. Personal customers who apply for the Account using Our eBanking service will be able to see the interest rate applicable to the Account prior to opening the Account.
- 5.3 Interest accrues on a daily basis at the agreed rate and is credited to the Account on the Maturity Date.
- 5.4. Save and except for an Account where You have selected a Term with a specified Maturity Date on Account opening, You can request Your Account to Rollover at each Maturity Date, for the same Term at the interest rate applicable at the Maturity Date. You can select to Rollover the Account [subject to any minimum threshold] on either of the following basis;
- (i) Capital and accrued Interest can be rolled over.
  - (ii) Capital can be rolled over and accrued Interest paid to Your Service Account.
- The Bank must receive any instructions in relation to whether or not You wish the Rollover to include accrued Interest by the close of business on the business day before the Maturity Date.
- 5.5 If no instructions regarding Rollover have been received prior to the Maturity Date, then, on that date, the balance in Your Account will be automatically transferred to Your Service Account and the interest rates and terms and conditions for Your Service Account will apply.

6. Statements

6.1 You will receive statements and letters containing information about Your Account on the occasions specified in the following table:

Account opening	Account Agreement
Issued 10 business days before Maturity Date	Maturity Date reminder letter
Rollover on Maturity Date	Confirmation letter
Annually, at the end of December	Statement
Account closure	Statement

We will provide these statements to You on paper unless You have agreed that We may make these statements available to You in Your electronic mailbox or where You have District, Your eArchive, and the terms and conditions applicable to that Service will apply.

7. eBanking and District

- 7.1 Personal customers may open the Account in their sole name and operate the Account using Our eBanking Service. You cannot open or operate, but may view, an Account using Our Mobile Banking app. Both are subject to the Special Terms and Conditions for eBanking. Details are available on request.
- 7.2 Business customers cannot open or operate, but may view, an Account using District service, subject to the Special Terms and Conditions for that service. Details are available on request.
- 7.3 Not all of the facilities offered through Our eBanking and District services are applicable to savings accounts. These services are also subject to periods of routine maintenance.

This service may be temporarily unavailable when We are carrying out routine maintenance.

8. Variation

The terms and conditions for Your Danske Fixed Term Deposit Account will not be varied during the fixed term. Clause 27 of the General Terms and Conditions (Personal Accounts) and Clause 26 of the General Terms and Conditions (Business Accounts) is not applicable to the Danske Fixed Term Deposit Account. In the event of any change in applicable law or regulation, We reserve the right to vary the terms and conditions of Your Danske Fixed Term Deposit during the fixed term.

9. Third Party Providers (TPPs)

You may not access the Account using the services of a TPP since the Account is not a payment account under the Payment Services Regulations 2017.

## Section 8

### Key Features and Special Terms and Conditions Danske Cash ISA Important Information

#### Product Information - Danske Cash ISA

The product information details the key features of the Danske Cash ISA to help You decide if it's right for You.

#### Special Terms and Conditions – Danske Cash ISA.

The Special Terms and Conditions – Danske Cash ISA provides the special terms and conditions of the Danske Cash ISA which apply in addition to the General Terms and Conditions - Personal Accounts.

#### Further Information

If there is anything which You do not understand, or if You would like further details about ISAs and other products offered by Us, You can telephone Us on 0345 600 2882.

Information about the Danske Cash ISA, including applicable interest rates, is also available on Our Website at [danskebank.co.uk/isa](https://danskebank.co.uk/isa).

#### How the Danske Cash ISA works

- Your ISA is opened upon receipt by Us of a correctly signed Account Agreement or, if applicable, a correctly signed Transfer

Account Agreement or APS Application, and payment. Alternatively, where the Account is not opened in a Branch, you may be requested to provide verbal consent to the terms of an Account Agreement or, if applicable, a correctly signed Transfer Account Agreement or APS Application;

- The Bank's 'Interest rates' leaflet provides information on current interest rates and is an integral part of this document. If You are not provided with one, please request a copy from Your Branch;

- The interest earned is free of tax;
- Interest is variable and is calculated on a daily basis on the cleared credit balance of Your Account and credited to the Danske Cash ISA once a year;
- You may access Your money through Your Branch, or through Our online services;
- You cannot open the ISA jointly with anyone else or transfer it to anyone else. The savings in an ISA must be Yours and the account cannot be used as security for a loan.

Information provided is based on Our understanding and interpretation of current tax legislation, tax levels and HM Revenue and Customs (HMRC) practice, all of which may change in the future, including the favourable treatment of ISAs. The rate of interest is variable based on rates determined by the Bank, and may change in the future.

Tax rules and tax levels may change in the future.

### Your Questions Answered

#### What is an ISA?

An ISA is a tax efficient way of saving or investing as all income and capital gains arising within an ISA are exempt from any personal liability to UK Income Tax and Capital Gains Tax.

There are four types of ISA:

- Cash
- Stocks and Shares
- Innovative finance
- Lifetime

Each tax year, You can choose to invest in a cash ISA, a stocks and shares ISA, an innovative finance ISA and a Lifetime ISA. These can be held with the same or different ISA providers.

The Danske Cash ISA is an instant access savings account that pays interest tax-free.

#### How much can you save to an ISA?

A payment to an ISA is called a subscription. HMRC set annual limits on the amount that You can subscribe.

The ISA subscription limit for the tax year (6 April 2023 to 5 April 2024) is £20,000.

Each tax year You can subscribe the full limit to one type of ISA or split the limit between a cash ISA, a stocks and shares ISA, an innovative finance ISA and a Lifetime ISA as You wish subject to the Lifetime ISA payment limit of £4,000.

**Can I invest in an ISA?**

To invest in Our Danske Cash ISA, You must be aged 16 or over.

You must also be resident in the United Kingdom for tax purposes or a Crown employee serving overseas (or married to, or in a civil partnership with, a Crown employee working overseas).

If You are under 18 and a parent has gifted money to You in Your ISA, where the interest from this is more than £100 a year, the whole of the interest from the gift(s) may count towards the parent's income and be taxable as such.

**What happens if my residency status changes?**

If You become a non UK resident, You can still keep the existing ISA open but You will not be eligible to subscribe to the account. If You change Your address, We may block Your account for further deposits until You confirm if You are still eligible to subscribe.

**How can I subscribe to a Danske Cash ISA?**

You may make subscriptions at any time, subject to the applicable annual ISA subscription limit, by cheque, cash or electronic transfer from another account (including through Our eBanking Service). You may also set up regular saving by Standing Order.

You may increase or decrease Your regular monthly savings at any time without any charges. You may also stop Your savings, and restart them, at any time without penalty.

If You stop making subscriptions to Your Danske Cash ISA for one full tax year, You will be required to sign a new Account Agreement, or where this is not completed in branch, you may be requested to provide verbal consent to the terms of an Account Agreement before You can start subscribing again.

**Can I make withdrawals from the Danske Cash ISA?**

Yes. You may make a withdrawal from Your Danske Cash ISA, at anytime. Limits may apply depending on the service you are using.

Please note that taking money out of Your Danske Cash ISA will reduce the balance of Your Danske Cash ISA and therefore reduce the tax savings You could be entitled to at the end of the tax year.

If You have fully subscribed Your ISA allowance in a tax year, any amount withdrawn cannot be reinvested in the ISA until the following tax year.

To make a withdrawal You can telephone Your Branch and request a transfer to another account or You can request a transfer to another account or withdraw cash at the counter of any branch of the Bank situated in Northern Ireland. If Your Branch is not situated in Northern Ireland, You can send a written request to withdraw funds to the ISA Manager. You may also transfer funds to another account using Our eBanking Service (You must be registered for eBanking to do this).

**How can I keep track of how my Danske Cash ISA is performing?**

We will send You statements every six months showing the value of Your Danske Cash ISA. In addition We will provide You with a more regular statement, at least monthly, during any period that there has been a payment transaction on Your Account. If You prefer, You can ask Us to make Your statements available electronically instead of paper format. You can also enquire about or view Your balance and transaction information through Our 24 Hour Telephone Banking and eBanking Services.

**Can I transfer my ISA between providers?**

Yes. It is possible to transfer an ISA between providers and it is also possible to transfer from one type of ISA to another. You can request a transfer by contacting the new ISA provider who will arrange the transfer.

**Can I change my mind about my Danske Cash ISA Account (cancel the Account) after I have opened it?**

You will have a right to cancel Your Danske Cash ISA within 14 days of the day after the date that the Account was opened, or the date You receive the terms and conditions, whichever is later. You can cancel the agreement by contacting Your branch or by writing to the ISA Manager.

If You are required to complete a new Account Agreement because You have made no subscriptions in the previous tax year, the same cancellation rights apply.

After You have cancelled Your application You will be free to subscribe to another cash ISA in the same tax year in which the cancellation is effected as HMRC will treat the cancelled subscription as if it had never taken place.

#### **What happens to my ISA when I die?**

When You die, the tax benefits of Your ISA will continue until either the administration of Your estate is completed, Your Account is closed, or until the third anniversary of Your death, whichever is the earlier. During this period, We will designate Your Account a "continuing account of a deceased investor" and We will manage it in accordance with the instructions of Your legal representative(s).

If, after three years, the Account has not been closed, the tax benefits of the Account will end.

A surviving spouse or civil partner is eligible to claim an Additional Permitted Subscription allowance in addition to their normal ISA allowance, to invest in an ISA.

This is an additional subscription allowance only and does not involve the transfer of the actual funds contained within Your ISA. The ISA investments will be dealt with in accordance with Your estate.

The time limit for claiming this allowance and making the cash subscription ends 3 years after the date of death, or if later, 180 days after the administration of the estate is complete.

Additional Permitted Subscriptions can be either the value of Your ISA at the date of Your death, or the value of Your ISA at the date Your Account ceases to be a continuing account of a deceased investor. If Your spouse or civil partner uses any Additional Permitted Subscriptions during the period in which Your Account is a continuing account of a deceased investor, then they are only entitled to an allowance up to the value of Your Account on the date of Your death.

#### **Queries and complaints**

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](http://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/b53pOogw/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](http://danskebank.co.uk/fscs-personal) for more detail.

## Special Terms and Conditions – Danske Cash ISA

These Special Terms and Conditions - Danske Cash ISA are in addition to the General Terms and Conditions - Personal Accounts. Unless otherwise stated where any Special Terms and Conditions - Danske Cash ISA are not consistent with the General Terms and Conditions - Personal Accounts, then these Special Terms and Conditions - Danske Cash ISA will apply to the extent of that inconsistency.

An Individual Savings Account [ISA] is a scheme of investment to which an individual who is a Qualifying Individual may subscribe. Should You find anything in these Special Terms and Conditions which You do not understand, then please contact Your local branch or the ISA Manager.

### 1. Definitions

The Definitions set out in the General Terms and Conditions - Personal Accounts apply. In addition the following Definitions apply to these Special Terms and Conditions - Danske Cash ISA;

**"Account"** means a Danske Cash ISA Account opened by the Account Holder with Us in accordance with these Special Terms and Conditions - Danske Cash ISA and the General Terms and Conditions - Personal Accounts;

**"Account Agreement"** incorporating a declaration and authorisation, means the duly signed or verbally consented to account agreement by which You have applied for a Danske Cash ISA;

**"Additional Permitted Subscription"** or **"APS"** is an additional subscription allowance given to the spouse or civil partner of a deceased ISA holder either to the value of the ISA[s] held by the deceased on their death or to the value of the deceased's ISA[s] at the date the Account ceases to be a Continuing Account of a Deceased Investor;

**"APS Application"** incorporating a declaration and authorisation, means the duly signed APS application by which You have applied for a Danske Cash ISA in order to utilise Your APS allowance;

**"Continuing Account of a Deceased Investor"** means an Account of a deceased ISA holder that continues to benefit from the ISA tax advantages until the administration of the deceased's estate is completed, the Account is closed, or until the third anniversary of the Account Holder's death, whichever is the earlier;

**"Danske Cash ISA"** means a cash ISA established under these Special Terms and Conditions and includes any sums on deposit in the cash ISA together with any accrued interest;

**"eBanking Service"** means our eBanking services as described in our eBanking and Electronic Signature Terms and Conditions;

**"HMRC"** means HM Revenue & Customs [formerly known as Inland Revenue];

**"ISA"** means Individual Savings Account;

**"ISA Manager"** means Northern Bank Limited whose Registered Office is Donegall Square West, Belfast BT1 6JS, or any other company to which

the ISA Manager transfers the Danske Cash ISA in accordance with Clause 10 hereof;

**"Qualifying Individual"** means an individual:

- i. who is 16 years of age or over for a Danske Cash ISA; and
- ii. who has not subscribed to any other cash ISA in the same Tax Year; and
- iii. who is resident in the United Kingdom for tax purposes, or if not so resident either performs duties which by virtue of Section 28 of the Income Tax (Earnings & Pensions) Act 2003 [Crown employees serving overseas] are treated as being performed in the United Kingdom, or is married to, or in a civil partnership with, a person who performs such duties; and
- iv. who has not exceeded the overall annual ISA subscription limit (if 18 or over);

**"Tax Year"** means a year beginning on 6 April in any year and finishing on 5 April the following year, or as otherwise amended by the tax authorities;

**"Transfer Account Agreement"** incorporating a declaration and authorisation, means the duly signed transfer account agreement by which You have applied for a Danske Cash ISA by transferring Your ISA from the ISA Manager or another ISA manager;

**"Transfer Authority Form"** means the form which You complete to request the transfer of an ISA to Your Danske Cash ISA, to be forwarded to Your old ISA manager to authorise the transfer;

**"Transfer History Form"** means the form [containing the information specified in the Treasury Regulations] to be completed by the old



ISA manager when an ISA is being transferred to a new ISA manager;

"**Treasury Regulations**" means the Individual Savings Account Regulations 1998 as amended, substituted or replaced from time to time. References to any statutory provision or to regulations made there-under include any modification or re-enactment thereof.

## 2. Introduction

- 2.1 The Bank and at any given time the ISA Manager are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.
- 2.2 The ISA Manager will make claims, conduct appeals and agree on behalf of the Account Holder liabilities for and refunds from tax in respect of the Danske Cash ISA.
- 2.3 The Danske Cash ISA must comply at all times with the Treasury Regulations. These Special Terms and Conditions do not explain every requirement of the Treasury Regulations. The ISA Manager will provide HMRC with all the relevant particulars of the Danske Cash ISA which HMRC may reasonably request.
- 2.4 Cash held within Your Danske Cash ISA will at all times be held for You beneficially and must not be used as security for a loan.
- 2.5 These Special Terms and Conditions are based on the Bank's understanding of current law and the Treasury Regulations and may be subject to change in the future.

## 3. Applications

- 3.1 In order to open a Danske Cash ISA, You must be a Qualifying Individual.
- 3.2 You can only hold one Danske Cash ISA. You cannot therefore apply to open a new Danske Cash ISA where you already hold one.
- 3.3 For applications to open a Danske Cash ISA for the purpose of completing a transfer in of existing ISA investments (in accordance with Clause 8) or to utilise an Additional Permitted Subscription allowance (in accordance with Clause 13), where the customer does not intend to further subscribe to the ISA, the Account Holder does not have to be resident in the UK, or be a UK Crown servant or married to or in a civil partnership with a Crown servant. APS allowance subscriptions are also not treated as normal ISA subscriptions under an eligible customer's annual allowance and therefore will not cause a customer to breach the normal ISA subscription rules.
- 3.4 You will be required to sign the applicable declaration and authorisation as set out in the Account Agreement, Transfer Account Agreement or APS Application as applicable. Alternatively, where the Account is not opened in a Branch, you may be requested to provide verbal consent to the terms of an Account Agreement or, if applicable, a Transfer Account Agreement or APS application.
- 3.5 A Danske Cash ISA cannot be opened in joint names.
- 3.6 The Bank may accept applications completed by and act on instructions received from someone legally appointed or authorised to act on behalf of the Account Holder if the

Account Holder is not able to complete the Account Agreement by reason of mental disorder or incapacity, physical disability, illness or old age, and the Bank has seen the document and is satisfied that it authorises the person to act on behalf of the Account Holder. Unless otherwise required by Treasury Regulations, the Danske Cash ISA will be opened in the name of the incapacitated person.

- 3.7 This agreement is constituted by a duly signed Account Agreement, Transfer Account Agreement, or APS Application. Alternatively, where the Account is not opened in a Branch, you may be requested to provide verbal consent to the terms of an Account Agreement or, if applicable, a Transfer Account Agreement or APS application. These Special Terms and Conditions will come into effect once the Account Agreement, Transfer Account Agreement, or APS Application has been accepted by the Bank. However, Your Danske Cash ISA will not be considered opened until the Bank has received Your first subscription or transfer payment from the old ISA manager, as applicable, to Your Danske Cash ISA.
- 3.8 The Bank reserves the right to refuse to open a Danske Cash ISA, or accept a transfer in, without stating any reason.

## 4. Subscriptions (Payments to Your Account)

- This Clause 4 does not apply to APS allowance subscriptions. For APS allowance subscriptions, refer to Clause 13
- 4.1 You must be a Qualifying Individual and must subscribe to the Danske Cash ISA with Your own cash.

- 4.2 You may not subscribe to the Danske Cash ISA otherwise than by means of a sum or sums paid directly to the Bank.
- 4.3 You may subscribe to Your Danske Cash ISA in Tax Years following that in which it is opened in accordance with any requirements of the Treasury Regulations.
- 4.4 A subscription to the Danske Cash ISA must be received by the Bank before the end of the Tax Year for which the application to subscribe is made. See the Payment Table in the General Terms and Conditions for more information on the date of receipt of a payment into Your account.
- 4.5 You can pay into the Danske Cash ISA at the counter of any branch of the Bank situated in Northern Ireland, by telephoning the branch, by post, or by electronic transfer (including through Our eBanking Service) subject to the appropriate ISA subscription limit.
- 4.6 Any cheque paid into the Danske Cash ISA which is subsequently returned unpaid will be debited from the Danske Cash ISA. Any interest paid on the amount of the returned cheque may also be debited from the account.
- 4.7 You may discontinue subscriptions to the Danske Cash ISA either temporarily or permanently without penalty and without prejudice to the continuation of the Danske Cash ISA. A new Account Agreement, or Transfer Account Agreement, will be required in the event that You make no subscriptions to the Danske Cash ISA during a whole Tax Year, before You can subscribe again to the Danske Cash ISA.
- 4.8 Total subscriptions during a Tax Year made in full to a Danske Cash ISA or when combined

with subscriptions, if any, to a stocks and shares ISA or an innovative finance ISA or a Lifetime ISA may not exceed the annual ISA subscription limit. Any amounts received by the Bank in excess of the subscription limit will be returned to You.

- 4.9 If at any time You cease to be a Qualifying Individual the Danske Cash ISA will continue to be exempt from tax in accordance with Treasury Regulations, however no further subscriptions can be made to the Danske Cash ISA until You are a Qualifying Individual again. If We receive information which suggests You may no longer be eligible to subscribe to the Account, We may block the account pending confirmation from You.
- 4.10 If We refuse to accept a payment into Your Account We will, where possible, attempt to contact You explaining Our reasons.

## 5. Withdrawals

You may make a withdrawal from Your Danske Cash ISA, at any time. Limits may apply depending on the service you are using. You can telephone Your Branch or call at any branch of the Bank situated in Northern Ireland and request Us to transfer the funds to any account specified by You provided such account can accept transfers, or You may withdraw the money in cash at the counter of any branch of the Bank situated in Northern Ireland. If Your Branch is not situated in Northern Ireland, You can send a written request to withdraw funds from Your Danske Cash ISA to The ISA Manager, Danske Bank, Donegall Square West, Belfast BT1 6JS. You may also transfer funds to another account using Our online eBanking

Services (You must be registered for eBanking to do this).

## 6. Interest

- 6.1 Credit Interest is payable as set out in Our Interest rates' leaflet. You can compare Our savings accounts on Our Website or by requesting information from Your Branch.
- 6.2 Subject to Clause 6.3, Credit Interest paid to an ISA is tax-free.
- 6.3(a) If the Account is to be voided or repaired in Accordance with Clause 11, the relevant interest paid or credited on or after 6 April 2016 will not be taxed. Interest paid or credited before this date will be taxed at the basic rate where appropriate.
- (b) In the event of Your death, interest paid or credited on or after 6 April 2016 will not be taxed.
- (c) In the event of You becoming bankrupt, in accordance with Clause 14, interest from date of appointment of a trustee to deal with Your assets will not be taxed. Depending on Your personal circumstances You may be liable to pay income tax on any credit interest that You receive as this will not be deducted by Us at source.
- 6.4 Where necessary, We can vary the Credit Interest payable on the Account. We can increase the Credit Interest payable immediately and inform You about the change on Your next statement. Subject to Clause 6.5, if We decrease the Credit Interest payable We will always give You at least 14 days' written notice before the change takes effect.
- 6.5 If the balance in the Account is less than £100 We will not send You notice of a

- decrease in the Credit Interest payable under Clause 6.4.
- 7. Transfers out**
- 7.1** On the instruction of the Account Holder, an ISA or part of an ISA, shall be transferred to another ISA manager.
- 7.2** Subject to Treasury Regulations You may transfer:
- current year ISA subscriptions in whole, and /or
  - previous years' ISA subscriptions in whole or in part from Your Danske Cash ISA to a cash ISA, a stocks and shares ISA, an innovative finance ISA or a Lifetime ISA with another ISA manager. If You only have current year subscriptions the entire account must be transferred.
- 7.3** Within 5 Business Days from the date We receive the Account Holder's written instruction and confirmation from the new ISA manager that they are prepared to accept the transfer, We will transfer to the new ISA manager the subscriptions specified in the transfer instruction together with all required information and, where appropriate, all rights and obligations relating to Your ISA. For the avoidance of doubt completion of the transfer in accordance with the ISA Regulations shall not act so as to prohibit the Account Holder from bringing any claim for any act or omission against the ISA manager which occurred prior to the transfer date.
- 8. Transfers in**
- This Clause 8 does not apply to APS allowance subscriptions. For transfers in of an APS allowance, refer to Clause 13.
- 8.1** You may transfer in funds from a cash ISA, a stocks and shares ISA, an innovative finance ISA or a Lifetime ISA with another ISA manager subject to and in accordance with the Treasury Regulations. The transfer in of funds may only be in the form of cash from the old ISA manager. You should refer to Your ISA manager for information regarding any withdrawal charges which may be deducted from your existing ISA.
- 8.2** You can request a transfer to a Danske Cash ISA by contacting Your local Danske Bank branch in the UK. You will be required to complete a Transfer Authority Form with instructions for the transfer and a Transfer Account Agreement stating whether You will be subscribing to the Danske Cash ISA.
- 8.3** The ISA Manager will usually effect the transfer within 5 Business Days of receipt of the Transfer History Form and cash from the old ISA manager.
- 8.4** Where You hold more than one Danske Cash ISA You may, subject to the Treasury Regulations, instruct the ISA Manager to combine the accounts by transferring the funds from one, or more, Danske Cash ISAs into one of the Danske Cash ISAs You hold. You must complete a Transfer Authority Form and a Transfer Account Agreement, regardless of whether a valid Account Agreement is already held for the account to which the funds are being transferred, for the current Tax Year. The Transfer Account Agreement must state whether or not You will subscribe to the Danske Cash ISA to which the funds are being transferred.
- 8.5** The ISA Manager will usually effect the transfer within 5 Business Days of receipt of the duly signed Transfer Authority Form and Transfer Account Agreement.
- 9. Cancellation**
- This Clause 9 does not apply to APS allowance subscriptions. For cancellation of an APS allowance subscription, refer to Clause 13.
- 9.1** You can withdraw Your application for a Danske Cash ISA at any time before Your first subscription is made.
- 9.2** This clause applies to all new Accounts including ISAs transferred to Us from another ISA manager. If You decide You do not want Your Account, You will have 14 days from the date the new Account was opened to cancel Your contract with Us. Where an ISA has been transferred to Us, You will have the option of transferring the ISA back to the original ISA manager if they agree, or to another ISA manager.
- 9.3** If You have made no subscriptions in the previous tax year and are required to sign or give verbal consent to a new Account Agreement, You will have 14 days from the date You signed or gave verbal consent to the Account Agreement, to cancel Your subscription with Us.
- 9.4** You have no cancellation rights if You are transferring another cash ISA to a Danske Bank Cash ISA which You already hold with the Bank. However, You can transfer Your cash ISA to another ISA manager in accordance with Clause 7. Alternatively, You can withdraw the transferred amount in accordance with Clause 5 or request the Account to be closed and We will give You all Your money back together with any interest due in accordance with Clause 15.

**10. Assignment and Delegation**

10.1 Your Danske Cash ISA may not be assigned by You to any other person.

10.2 The ISA Manager may appoint in its place any company (which has received approval from HMRC to act as an ISA manager) as manager of Your Danske Cash ISA at any time (including without limitation, prior to the Danske Cash ISA being opened) and shall then transfer all benefits, duties and obligations under the General Terms and Conditions – Personal Accounts and these Special Terms and Conditions to that appointee. Where required by the Treasury Regulations the ISA Manager will give You notice of the transfer.

10.3 The ISA Manager may delegate any of its functions and responsibilities under the terms of its appointment to another person, and may provide information about the Account Holder and the Danske Cash ISA to any such person, provided that the ISA Manager has satisfied itself that such a person is competent to carry out those functions and responsibilities.

**11. Voiding**

11.1 The ISA Manager will notify You if, by reason of any failure to satisfy the provisions of the Treasury Regulations, Your Danske Cash ISA, or any part of it, has or will become void or otherwise lose any tax relief as a result of an invalid subscription having been made.

11.2 As soon as is practicable afterwards, We may, at Our discretion, either:

- transfer any invalid subscriptions in Your Account together with interest on them to any other account You hold with Us; or

- send a cheque payable to You for this amount.

11.3 On completion of the void, the ISA Manager may close Your Account.

**12. Death**

The tax benefits of Your Account will continue until the administration of Your estate is completed, Your Account is closed or the third anniversary of Your death, whichever is the earlier. During this period, We will designate Your Account a "Continuing Account of a Deceased Investor" and we will manage it in accordance with the instructions of Your legal representative(s).

**13. Additional Permitted Subscription (APS) Allowance**

13.1 The surviving spouse or civil partner of a deceased ISA investor who died on or after 3 December 2014 and who held one or more ISAs with Danske Bank, may invest an additional subscription allowance to a Danske Cash ISA, outside of the normal subscription limit, as set by HMRC, to either the value of the deceased's ISA[s] at their date of death or to the value of the deceased's ISA[s] at the date it ceases to be a Continuing Account of a Deceased Investor provided that they have not used any of the APS allowance during the period in which Your Account is a Continuing Account of a Deceased Investor.

13.2 The allowance may be claimed whether or not the surviving spouse inherited the deceased's ISA assets.

13.3 Requests to use this additional allowance in whole or in part can be made by visiting any

Danske Bank branch in the UK. The applicant will be required to sign documentation confirming:-

- their marriage /civil partnership with the deceased; and
- they were living with the deceased at the time of death.

13.4 Subscription of the APS allowance can be:-

- for any amount up to the value of the deceased's ISA(s) on the date of their death (or, where applicable, up to the value of the deceased's ISA(s) at the date when it ceases to be a Continuing Account of a Deceased Investor);
- made in one deposit or in multiple instalments of a minimum of £250 each or the remaining amount of the APS allowance;
- made in cash, cheque or request to transfer from another account held with Danske Bank;
- paid into an existing or newly opened Danske Cash ISA only or split between a Danske Cash ISA and another ISA with the ISA Manager;

13.5 A Danske Cash ISA opened to receive the additional subscription permitted under Clause 13.1 will not cause the investor to breach regulations which prohibit investments to more than one cash ISA per tax year.

13.6 An application to make an APS allowance subscription can be cancelled within 14 days from making the first subscription.

**Transferring in an APS allowance**

13.7 Subject to and in accordance with the Treasury Regulations, the ISA Manager will accept the transfer in of an APS allowance with another ISA manager.

- 13.8 All ISAs held with the ISA manager must be amalgamated into one APS allowance and cannot be transferred in part.
- 13.9 An APS allowance which has been partially used cannot be transferred.
- 13.10 The transfer will be of an allowance only and will not involve the transfer of funds.
- 13.11 Once an APS allowance has been transferred it may not be transferred a second time.
- 13.12 To request the transfer of an APS allowance to Danske Bank for subscription with Us, the surviving spouse or civil partner will be required to complete an APS Transfer Authority Form. On receipt of an APS Allowance Transfer Declaration from the other ISA manager, the applicant will be invited to proceed with an APS Application and open an ISA if applicable.

#### Transferring out an APS allowance

- 13.13 Subject to and in accordance with Treasury Regulations, on the instruction of the spouse or civil partner of a deceased ISA investor with Danske Bank, an APS allowance which has not yet been fully or partially claimed and which has not been transferred to Us from another ISA manager will be transferred to another ISA manager.
- 13.14 The transfer will be of an allowance only and will not involve the transfer of funds.
- 14. Bankruptcy**  
Where the Bank receives written notice that You are bankrupt and the court has appointed a trustee to deal with Your assets, the funds in the Danske Cash ISA together with any accrued interest will remain in the Danske Cash ISA (but without the tax

benefits of an ISA) until notification of withdrawal is received by the ISA Manager from the trustee and the account closed.

#### **15. Closure of an ISA**

- 15.1 In addition to the circumstances in which Your Account can be closed as set out in the General Terms and Conditions – Personal Accounts, Your Account may be closed in accordance with Clauses 11, 12 and 14.
- 15.2 The ISA Manager may deduct from Your Account a sum determined by the Bank to represent any tax liabilities You may have in connection with the Danske Cash ISA for which the ISA Manager may be accountable under the Treasury Regulations.

#### **16. Changes to information previously provided**

- 16.1 You will notify the Bank in writing and without delay of any change to the information previously provided on the Account Agreement, Transfer Account Agreement or otherwise, and will supply the ISA Manager with all the information which the ISA Manager reasonably requests for the purposes of carrying out its obligations in respect of the Danske Cash ISA.
- 16.2 You will immediately inform the Bank in writing if You cease to be a Qualifying Individual.

#### **17. Instructions, Notices and Requests**

- 17.1 The Bank will comply with Your requests except where the Bank believes that such compliance may be impracticable or might contravene these Special Terms and Conditions or any applicable law, rule or regulation.

- 17.2 You acknowledge that the ISA Manager will provide HMRC with any information about Your Danske Cash ISA that is required to be provided by the Treasury Regulations.

#### **18. eBanking**

You may operate Your Danske Cash ISA using Our eBanking Service or Mobile Banking app, subject to the Special Terms and Conditions for eBanking. Details are available on request. Not all of the facilities offered through Our eBanking Service or Mobile Banking app are applicable to savings accounts.

Both are subject to periods of routine maintenance.

#### **19. Using the Services of a Third Party (TPP) to access the Account**

You may not access the Account using the services of a TPP since the Account is not a payment account under the Payment Services Regulations 2017.

## Danske Junior Cash ISA - Key Features

These key features should be read together with the Special Terms and Conditions – Danske Junior Cash ISA. Further information is also available on Our Website at [danskebank.co.uk/jisa](https://danskebank.co.uk/jisa).

If there is anything which You do not understand, please contact Us.

### Overview of the Junior ISA (JISA)

- A children's savings Account with the same tax benefits as an adult ISA – exempt from UK income and capital gains tax;
- Subscription allowance per child per tax year (set at £9,000 for tax year 2023/24);
- Account held in child's name, but opened and managed by someone with parental responsibility;
- Anyone can contribute to a child's Junior ISA;
- No withdrawals permitted until age 18, when the Account becomes an 'adult' ISA and the child has full access to the funds.

### What is a JISA?

Like the adult Individual Savings Account (ISA), the JISA is a tax efficient way of saving as income earned is exempt from UK income tax and capital gains tax.

The JISA is designed to help You save for the child's future and so the money invested is held for

the child until age 18 when the Account will be converted into an adult ISA. Funds will then be available for them to withdraw or alternatively their savings can remain in the adult ISA and continue to benefit from the tax advantages of the ISA.

### Who can have a JISA?

Any child is eligible to have a JISA if, when the Account application is made:-

- they are under the age of 18;
- they were born on or after 3 January 2011 or do not have a Child Trust Fund account; and
- they are resident in the UK.

Alternatively a child with a Child Trust Fund is eligible to open a JISA if:

- the Child Trust Fund is transferred in full to the JISA and the Child Trust Fund closed.

Any subscriptions made to the Child Trust Fund prior to the transfer will not impact the JISA subscription allowance available on completion of the transfer. Both the Child Trust Fund and JISA subscription allowances can be utilised in the year the transfer is completed.

### Can I open a new JISA each tax year?

No. There are two types of JISA.

- Cash
- Stocks and Shares

An Eligible Child can hold only one of each type of JISA in their childhood. These Accounts can be held with either the same or different JISA providers. We currently offer a Danske Junior Cash ISA only.

It is possible to transfer a JISA between providers and it is also possible to transfer from one type of JISA to another. You can request a transfer by contacting the new JISA provider who will arrange the transfer.

### How much can you save into the JISA?

A payment into a JISA Account is called a subscription. There is an overall annual subscription limit set by HM Revenue and Customs (HMRC) for each tax year. A tax year runs from 6 April to 5 April the following year. The full subscription limit can be added to one type of JISA or split across the 2 types of JISA with the same or different JISA providers.

The annual subscription limit on the JISA has been set at £9,000 for tax year 2023/24.

You need an initial subscription of £25 to open a Danske Junior Cash ISA. After that You can add as little or as much as You want up to annual subscription limits but once a subscription is made to the account it cannot be reversed.

### How can I subscribe to a Danske Junior Cash ISA?

You may make subscriptions at any time, subject to the applicable annual JISA subscription limit, by cheque, cash or electronic transfer from another account (including through eBanking Service). You may also set up regular saving by Standing Order.

You may increase or decrease Your regular monthly savings at any time without any charges. You may also stop Your savings, and restart them, at any time without penalty.

### Can I withdraw from the JISA?

No. The money is locked in for the child until they are 18 – no withdrawals are permitted before then except in the event of terminal illness (when authority may be granted by HMRC) or death of the child.

When the child reaches age 18 the account will convert to a Danske Cash ISA. We will write to the account holder with information on the Danske Cash ISA and how to deposit and withdraw funds.

### Who can open and operate the JISA?

Someone with parental responsibility for an Eligible Child can open a Junior ISA for the child. Alternatively, if the Eligible Child is age 16 or 17, the child can open the Account. The Account will always be in the name of the child.

Whoever opens the Account will be the Registered Contact on the Account for receipt of any statements and correspondence from the Bank. Once the child reaches age 16 they can request to be the Registered Contact on their own Account.

Once the JISA is opened, anyone can gift money directly into the Account.

### How do I open a Danske Junior Cash ISA?

To open a Danske Junior Cash ISA, call into any Danske Bank Branch in Northern Ireland or alternatively if the Account is being opened by someone with parental responsibility for the child who is 18 years of age or over, You can apply by telephone to 0800 660033.

If the child has a National Insurance Number, You will need to provide this when opening the Account.

### Can I transfer an existing Junior ISA or Child Trust Fund into a Danske Junior Cash ISA?

The Registered Contact on an existing Junior ISA or Child Trust Fund can apply to open a Danske Junior Cash ISA and transfer in investments from an existing Child Trust Fund or Junior ISA. At the end of the transfer process, the child must not hold a Child Trust Fund and a Junior Cash ISA or 2 Junior Cash ISAs.

Any subscriptions already made to the Child Trust Fund prior to the transfer into a JISA will not impact the JISA subscription allowance. This means that customers can benefit from the full JISA subscription allowance for the applicable tax year on completion of the transfer.

To apply for a transfer into a Danske Junior Cash ISA, call into any Danske Bank Branch in Northern Ireland.

### Further Information

#### Cancellation rights

If You open a Danske Junior Cash ISA and change Your mind about the Account, You have a right to cancel the Account within 14 days of the day after the date the Account was opened or the date You receive the terms and conditions, whichever is later. You can cancel the agreement by contacting Your branch or by writing to the ISA Manager at Danske Bank, Donegall Square West, Belfast, BT1 6JS.

HMRC will treat this Account as if it was never opened and You will therefore be able to open another Junior Cash ISA.

#### 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](https://danskebank.co.uk/fscs-personal) for more detail.

## Queries and complaints

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](http://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 / or 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>



## Special Terms and Conditions – Danske Junior Cash ISA

These Special Terms and Conditions - Danske Junior Cash ISA are in addition to the General Terms and Conditions - Personal Accounts. Unless otherwise stated where any Special Terms and Conditions - Danske Junior Cash ISA are not consistent with the General Terms and Conditions - Personal Accounts, then these Special Terms and Conditions - Danske Junior Cash ISA will apply to the extent of that inconsistency.

A Junior Individual Savings Account (JISA) is a type of ISA available to eligible children in respect of which instructions are given by a Registered Contact. If there is anything in these Special Terms and Conditions which is not clear, then please contact a branch or The ISA Manager.

### 1. Definitions

The Definitions set out in the General Terms and Conditions - Personal Accounts apply. In addition the following Definitions apply to these Special Terms and Conditions - Danske Junior Cash ISA;

“**Account**” means a Danske Junior Cash ISA Account opened by the Registered Contact with Us in accordance with these Special Terms and Conditions - Danske Junior Cash ISA and the General Terms and Conditions - Personal Accounts;

“**Account Holder**” means the Eligible Child who at all times is the beneficial owner of the funds in the Account;

“**Account Agreement**” incorporating a declaration and authorisation, means the duly signed account agreement by which the Registered Contact has applied for a Danske Junior Cash ISA;

“**Child Trust Fund**” or “**CTF**” means a Child Trust Fund account opened with an approved Child Trust Fund provider under Child Trust Fund Regulations 2004;

“**Danske Junior Cash ISA**” means a JISA established under these Special Terms and Conditions and includes any sums on deposit in the Account together with any accrued interest;

“**eBanking Service**” means our eBanking services as described in our eBanking and Electronic Signature Terms and Conditions;

“**Eligible Child**” means when the Account is opened an individual who:

- i. is under age 18; and
- ii. was born on or after 3 January 2011 or does not have a CTF account; and
- iii. is resident in the UK, or is a UK Crown servant, married to or in a civil partnership with a Crown servant, or a dependent of a Crown servant; and
- iv. does not already hold a Junior Cash ISA; and
- v. has not already utilised their full JISA subscription allowance to a stocks and shares junior ISA.

Alternatively an “Eligible Child” may mean an individual who:

- i. is under age 18; and
- ii. is opening the Account for the purpose of a transfer in from either a CTF or a JISA;
- iii. on completion of the transfer, will not have more than one Junior Cash ISA or both a Junior Cash ISA and a CTF.

“**HMRC**” means HM Revenue & Customs;

“**ISA Manager**” means Northern Bank Limited whose Registered Office is Donegall Square West, Belfast BT1 6JS;

“**JISA**” means Junior Individual Savings Account;

“**Registered Contact**” and “**You**” means a person who is aged 16 or over and is either:

- i. the Account Holder (unless they are suffering from a mental disorder) and has taken on management of the Account; or
- ii. a person with parental responsibility for the Eligible Child holding the Account.

“**Tax Year**” means a year beginning on 6 April in any year and finishing on 5 April the following year, or as otherwise amended by the tax authorities;

“**Transfer Account Agreement**” incorporating a declaration and authorisation, means the duly signed transfer account agreement by which the

Registered Contact has applied to transfer a JISA from another ISA manager or a CTF from a CTF manager to a Danske Junior Cash ISA;

“**Transfer Authority Form**” means the form which You complete to request the transfer of a JISA or CTF to Your Danske Junior Cash ISA, to be forwarded to Your old ISA or CTF manager to authorise the transfer;

“**Treasury Regulations**” means the Individual Savings Account Regulations 1998 as amended, substituted or replaced from time to time. References to any statutory provision or to regulations made there-under include any modification or re-enactment thereof.

## 2. Introduction

- 2.1 The Bank and at any given time the ISA Manager are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.
- 2.2 The ISA Manager will make claims, conduct appeals and agree on behalf of the Account Holder liabilities for and refunds from tax in respect of the Account.
- 2.3 The Account must comply at all times with the Treasury Regulations. These Special Terms and Conditions do not explain every requirement of the Treasury Regulations. The ISA Manager will provide HMRC with all the relevant particulars of the Account which HMRC may reasonably request.
- 2.4 Cash held within the Account will at all times be held for the Account Holder beneficially

and must not be used as security for a loan.

- 2.5 These Special Terms and Conditions are based on the Bank's understanding of current law and the Treasury Regulations and may be subject to change in the future.

## 3. Applications

- 3.1 The Account can be opened at any Danske Bank branch in Northern Ireland or if the person with Parental Responsibility is over 18, by telephoning the branch.
- 3.2 In order to open an Account, the Account Holder must be an Eligible Child. The application to open a JISA can only be made by a person aged 16 or over. Where the Eligible Child is 16 or 17, either the Eligible Child or a person with parental responsibility for the Eligible Child can apply to open the Account. If the Eligible Child is under 16 only a person with parental responsibility can apply to open the Account. The declaration and authorisation as set out in the Account Agreement, or Transfer Account Agreement, as applicable must be completed by the person opening the Account.
- 3.3 If the Account is opened by someone who has parental responsibility for the Eligible Child, this person will be the Registered Contact for the Account.
- 3.4 If the Account is opened by an Eligible Child aged 16 or 17 years, they will be the Registered Contact for the Account. When an existing Account Holder attains the age of 16 he/she can apply to be the Registered Contact on the Account (unless the Account

Holder is suffering from a mental disorder). Consent of the existing Registered Contact is not required. Once the Account Holder is the Registered Contact, this cannot be passed to another person.

- 3.5 Subject to Clause 3.4, the role of Registered Contact can be passed to another person who has parental responsibility for the Eligible Child. To effect this change written consent will be required from the existing Registered Contact and a Registered Contact Application will need to be submitted to the ISA Manager. This application will be effective from the date the ISA Manager accepts it as complete and correct and consent of the existing Registered Contact has been obtained.
- 3.6 The Registered Contact is the only person who can give instructions to Us on the operation of the Account. Once the Eligible Child attains the age of 18, We will contact them directly to obtain their instructions with regards the operation of the Account.
- 3.7 There may only be one Registered Contact on the Account at any one time.
- 3.8 The Registered Contact will be issued with all statements and correspondence relating to the Account.
- 3.9 An Account cannot be opened in joint names.
- 3.10 If the Eligible Child has a National Insurance Number this will need to be provided at Account opening.
- 3.11 The Bank may accept applications completed by and act on instructions received from someone legally appointed or authorised to act on behalf of the Account Holder if the

- Account Holder is not able to complete the Account Agreement by reason of mental disorder or incapacity, physical disability, or illness and the Bank has seen the document and is satisfied that it authorises the person to act on behalf of the Account Holder. Unless otherwise required by Treasury Regulations, the Account will be opened in the name of the incapacitated person.
- 3.12 This agreement is constituted by a duly signed Account Agreement, or Transfer Account Agreement, and these Special Terms and Conditions will come into effect once the Account Agreement, or Transfer Account Agreement, has been accepted by the Bank. However, the Account will not be considered opened until the Bank has received the first subscription or payment has been transferred from the old ISA manager, as applicable, to the Account.
- 3.13 The Bank reserves the right to refuse to open an Account, or accept a transfer in, without stating any reason.
- 4. Subscriptions (Payments to the Account)**
- 4.1 Subscriptions to the Account must be made by means of a sum or sums paid directly to the Bank. The minimum initial subscription to the Account is £25 (Twenty five pounds sterling) which must be deposited to the Account on Account opening.
- 4.2 Any subscriptions made to the Account are a gift to the Account Holder and cannot be repaid.
- 4.3 Subscriptions to the Account in Tax Years following that in which it is opened, can be made in accordance with any requirements of the Treasury Regulations.
- 4.4 A subscription to the Account for any Tax Year must be received by the Bank before the end of that Tax Year. See the Payment Table in the General Terms and Conditions for more information on the date of receipt of a payment into the Account.
- 4.5 Payments into the Account can be made at the counter of any branch of the Bank situated in Northern Ireland, by telephoning the branch, by post or by electronic transfer (including through Our eBanking Service) subject to the appropriate JISA subscription limits.
- 4.6 Any cheque paid into the Account which is subsequently returned unpaid will be debited from the Account. Any interest paid on the amount of the returned cheque may also be debited from the Account.
- 4.7 Subscriptions may be discontinued to the Account either temporarily or permanently without penalty and without prejudice to the continuation of the Account.
- 4.8 Total subscriptions to the Account during a Tax Year may not exceed the annual JISA subscription limit. Any amounts received by the Bank in excess of the subscription limit will be returned.
- 4.9 If We refuse to accept a payment into the Account We will, where possible, attempt to contact the Registered Contact explaining Our reasons.
- 5. Withdrawals**
- Withdrawals can only be made from the Account in the following circumstances:
- 5.1 Where the Registered Contact has made a terminal illness claim on behalf of the Eligible Child and this has been authorised by the HMRC. The Registered Contact will need to obtain written permission from the HMRC to access the funds in the Account. If the HMRC agree that the funds can be withdrawn from the Account, the Registered Contact must provide the Bank with this letter prior to any withdrawals being permitted. In these circumstances the funds in the Account can be withdrawn in full/part, in cash or transferred directly to the Registered Contact.
- 5.2 On closure of the Account.
- 6. Interest**
- 6.1 Credit Interest is payable as set out in our 'Interest rates' leaflet. Our savings accounts can be compared on Our Website or by requesting information from a Branch.
- 6.2 Subject to Clause 6.3, Credit Interest paid to a JISA is tax-free.
- 6.3 [a] If subscriptions are to be voided or repaid in accordance with Clause 11, the relevant interest paid or credited on or after 6 April 2016 will not be taxed. Interest paid or credited before this date will be taxed at the basic rate where appropriate.
- [b] In the event of the Eligible Child's death, in accordance with Clause 12, the relevant interest paid or credited on or after 6 April 2016 will not be taxed. Depending on Your personal circumstances You may be liable to pay income tax on any credit interest that You receive - however this will not be deducted at source.

- 6.4 Where necessary, We can vary the Credit Interest payable on the Account. We can increase the Credit Interest payable immediately and inform the Registered Contact about the change on the next statement. Subject to Clause 6.5, if We decrease the Credit Interest payable We will always give the Registered Contact at least 14 days' written notice before the change takes effect.
- 6.5 If the balance in the Account is less than £100 We will not send the Registered Contact notice of a decrease in the Credit Interest payable under Clause 6.4.

## Transfer of JISAs

### 7. Transfers Out

- 7.1 Subject to Treasury Regulations the Registered Contact may at any time transfer to another ISA manager:
- the whole Danske Junior Cash ISA to another Junior Cash ISA; or
  - whole/part of the Danske Junior Cash ISA to a Junior Stocks and Shares ISA (current year's subscriptions must be transferred in full) within such time as shall be agreed with the ISA Manager, provided that the new ISA manager agrees to accept the transfer and is approved by HMRC to act as an ISA manager.
- 7.2 We will transfer the JISA within 5 Business Days from the date We receive the Registered Contact's written instruction and confirmation from the new ISA manager that they are prepared to accept the transfer.

- 7.3 We will transfer to the new ISA manager the subscriptions specified in the transfer instruction together with all required information and, where appropriate, all rights and obligations relating to the Junior Cash ISA. For the avoidance of doubt the completion of the transfer in accordance with the ISA Regulations shall not act so as to prohibit the Registered Contact from bringing any claim for any act or omission against the ISA Manager which occurred prior to the transfer date.

### 8. Transfers In

- 8.1 The Registered Contact may transfer in funds from:
- a JISA with another ISA manager; or
  - a CTF with a CTF manager
- subject to and in accordance with the Treasury Regulations.

The transfer in of funds may only be in the form of cash from the old manager.

To arrange a transfer, the Registered Contact must complete a Transfer Account Agreement and a Transfer Authority Form. The Registered Contact applying for the transfer must also be the Registered Contact on the account being transferred.

- 8.2 For a Transfer in from a JISA or a CTF with another manager, the Account Holder does not have to be resident in the UK, or be a UK Crown servant, married to or in a civil partnership with a Crown servant, or a dependent of a Crown servant.

- 8.3 Subject to Treasury Regulations the ISA Manager can only accept written requests for transfers in to the Danske Junior Cash ISA of:
- a whole Junior Cash ISA held with another ISA manager;
  - the whole/partial transfer of a Junior Stocks and Shares ISA held with another ISA manager, provided the Account Holder does not hold a Junior Cash ISA with another ISA manager. Current Year subscriptions must be transferred in whole; or
  - a whole CTF with a CTF manager.

### 9. Cancellation

- 9.1 The Registered Contact can withdraw the application for the Account at any time before the first subscription is made.
- 9.2 The Registered Contact will have 14 days to cancel the Account from the day after the date that the Account was opened, or the date the Registered Contact received the terms and conditions, whichever is later. The Agreement can be cancelled by contacting a Danske Bank branch in the UK or by writing to the ISA Manager at Danske Bank, Donegall Square West, Belfast, BT1 6JS. The Account will not incur any additional charges or be affected by any notice periods in respect of cancellation rights. We will send a cheque made payable to the Eligible Child to the Registered Contact for any cancelled subscription(s) together with any interest due on the cancelled subscription(s).

- 9.3 If a JISA is transferred from another ISA manager to a new Danske Junior Cash ISA account and You wish to cancel this transfer, You will have the same cancellation rights as set out in Clause 9.2. If the Registered Contact exercises the right to cancel the Account, We can transfer the JISA back to the old ISA manager (if they consent to the transfer) or to another ISA manager.
- 9.4 There is no right to cancel a transfer in from another ISA provider to an existing Danske Junior Cash ISA.

#### 10. Assignment and Delegation

- 10.1 The Account may not be assigned by the Registered Contact or the Eligible Child to any other person.
- 10.2 The ISA Manager may appoint in its place any company (which has received approval from HMRC to act as an ISA manager) as manager of the Account at any time (including without limitation, prior to the Account being opened) and shall then transfer all benefits, duties and obligations under the General Terms and Conditions - Personal Accounts and these Special Terms and Conditions to that appointee. Where required by the Treasury Regulations the ISA Manager will give the Registered Contact notice of the transfer.
- 10.3 The ISA Manager may delegate any of its functions and responsibilities under the terms of its appointment to another person, and may provide information about the Account Holder and/or the Registered Contact and the Account to any such person,

provided that the ISA Manager has satisfied itself that such a person is competent to carry out those functions and responsibilities

- 10.4 If the ISA Manager delegates any of its functions or responsibilities under these Special Terms and Conditions, it must ensure that such delegate is competent to carry out such functions or responsibilities.

#### 11. Repair and Voiding

##### Repair

- 11.1 If the JISA is found to be invalid, corrective action or repair can be taken, if permitted by the Treasury Regulations.

##### Voiding

- 11.2 The ISA Manager will notify the Registered Contact if, by reason of any failure to satisfy the provisions of the Treasury Regulations, the Account or any part of it has or will become void.
- 11.3 If the Account or part of it has become void, We will send a cheque made payable to the Eligible Child to the Registered Contact, for any invalid subscription together with any interest due on the invalid subscription(s).
- 11.4 Any payment made under Clause 11.3 will be taxed in accordance with Clause 6.

#### 12. Death

The tax benefits of a JISA will cease from the date of the Eligible Child's death. The funds in the Danske Junior Cash ISA together with any accrued interest will remain in the

Account (but without the tax benefits of a JISA) until notification of withdrawal is received by the ISA Manager from the personal legal representatives of the Eligible Child. Subject to such formalities as the ISA Manager may specify, the Bank will pay the funds in the Account together with any accrued interest to or to the order of the personal legal representatives of the Eligible Child.

#### 13. Closure of a JISA

In addition the circumstances in which the Account can be closed as set out in the General Terms and Conditions - Personal Accounts (subject to the Treasury Regulations); the Account can be closed in the following circumstances:

- 13.1 On the Bank receiving written notice of the death of the Eligible child in accordance with Clause 12;
- 13.2 On the direct instructions from HMRC, where the JISA is void in accordance with Clause 11;
- 13.3 When the Eligible Child attains the age of 18;
- 13.4 Where the ISA Manager becomes aware that the child was not an Eligible Child when the Account was opened;
- 13.5 Where all the funds in the Account have been withdrawn due to terminal illness in accordance with Clause 5.1;
- 13.6 Where all the funds in the Account have been transferred to another ISA manager in accordance with Clause 7;

13.7 When the Eligible Child attains the age of 18, the Account will convert to a Danske Cash ISA in the Eligible Child's name and will be governed by the terms and conditions of that account. We will contact the Eligible Child on their 18th birthday to discuss their options. The Eligible Child will not be able to make subscriptions to this Danske Cash ISA until they complete the required account documentation for that account.

**14. Changes to information previously provided**  
The Registered Contact will notify the Bank in writing and without delay of any change to the information previously provided on the Account Agreement, Transfer Account Agreement or otherwise, and will supply the ISA Manager with all the information which the ISA Manager reasonably requests for the purposes of carrying out its obligations in respect of the Account.

**15. Instructions, Notices and Requests**

15.1 The Bank will comply with the Registered Contact's requests except where the Bank believes that such compliance may be impracticable or might contravene these Special Terms and Conditions or any applicable law, rule or regulation.

15.2 The Registered Contact acknowledges that the ISA Manager will provide HMRC with any information about the Account and the Account Holder that is required to be provided by the Treasury Regulations.

**16. 24 Hour Telephone Banking and eBanking**  
Provision of Our 24 Hour Telephone Banking Service is not available on the Account .

The Registered Contact may view but not operate the Account using Our eBanking Service, subject to the Special Terms and Conditions of this Service.  
Details are available on request.

**17. Using the Services of a Third Party Provider (TPP) to access the Account**

You may not access the Account using the services of a TPP since the Account is not a payment account under the Payment Services Regulations 2017.

## Section 9

### Special Terms and Conditions Personal Current Accounts (off sale)

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 Prestige Account

1. The Account is no longer available to new customers.
2. If You are an existing Danske Prestige customer, You may open an additional Danske Prestige current account in the same name.
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 Where You are registered for eBanking, You can access the Account using TPP services.

#### Danske Choice Plus

1. The Account is no longer available to new customers.
2. If You are an existing Danske Choice Plus customer, You may open an additional Danske Choice Plus current account in the same name.
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 Where You are registered for eBanking, You can access the Account using TPP services.

## Section 10

### Special Terms and Conditions for Personal Savings Accounts (off sale)

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.

#### Savings Account Plus Account

1. **Applications**  
This account is no longer available to new customers.
2. **Operating an Account**  
A minimum balance of £1 (one pound sterling) is required to maintain an Account.
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 can only withdraw funds from Your Account by electronic transfer using Our eBanking or Mobile Banking app. You cannot make 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. You can compare Our savings accounts on Our Website or by requesting information from Your Branch.

6. **eBanking**  
The Account must be operated using Our eBanking or Mobile Banking app, subject to the Special Terms and Conditions for eBanking. Details are available on request. Not all of the facilities offered through Our eBanking or Mobile Banking app are applicable to savings accounts. Both are subject to periods of routine maintenance.

7. **Closing Your Account**
  - 7.1 You may close Your Account at any time in accordance with Clause 20.2 in the General Terms and Conditions.
  - 7.2 We may close Your Account in accordance with Clauses 20.1 and 20.3 in the General Terms and Conditions.
  - 7.3 In addition, We may close Your Account if You if You do not continue to comply with the following conditions which were the eligibility criteria You were required to meet in order to open Your Account:
    - You must remain the holder of an Eligible Account;
    - Your Eligible Account must remain open and operational with regular credits and debits being applied to it; and
    - You must use Your Eligible Account for Your usual day to day banking business.

- 7.4 If We close Your Account under Clause 7.3 then We will give You at least two months' notice and We will transfer any balance in the Account to a Danske Instant Access savings account which We will open in Your name.  
The terms and conditions which apply to Our Danske Instant Access will be advised to You when We open the Danske Instant Access account for You. Meanwhile, if You want a copy of the terms and conditions currently applicable to Danske Instant Access, You should contact Us.
8. **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.

#### SaverPlus Account

1. The account is no longer available to new customers.
2. A minimum balance of £1 (one pound sterling) is required to be maintained on Your SaverPlus Account at all times. There is no maximum limit to the amount of funds You can invest.
3. If You are aged 11 years old or more You may apply for a Debit Mastercard Card to be issued to You. Availability of the Card is subject to age and status. Use of the Card is subject to the Special Terms and Conditions applicable to the Card.



### 4. **Interest**

Credit Interest is payable as set out in Our 'Interest rates' leaflet. You can compare Our savings accounts on Our Website or by requesting information from Your Branch.

5. You may operate the Account using Our eBanking services, subject to the Special Terms and Conditions of that service. Details are available on request. Not all of the facilities offered through Our eBanking services are applicable to savings accounts. Our eBanking Service is subject to periods of routine maintenance.

### 6. **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.

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.

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Northern Bank Limited is a member of the Danske Bank Group.

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