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Danske Visa Credit Card Terms and Conditions

Effective from 1 August 2017

Danske Bank

DANSKE VISA CREDIT CARD TERMS AND CONDITIONS

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DANSKE VISA CREDIT CARD TERMS AND CONDITIONS

If You have chosen the stand alone Visa card then these are the Terms and Conditions which are referred to in the credit Card Agreement which you have signed.

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

1. Definitions applying to this Agreement

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

The following definitions also apply:

“Account” means Your credit card account with Us.

“Additional Cardholder” means anyone to whom We issue an additional Card at Your request.

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

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

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

“Business Day” means a Monday, Tuesday, Wednesday, Thursday or Friday, excluding Bank and other holidays in Northern Ireland, on which the Bank is usually open for business.

“Card” means a Visa Credit Card which We issue to You or to any Additional Cardholder, and any replacement card.

“Cardholder” includes You and any Additional Cardholder.

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

“Condition” means a condition in these Terms and Conditions.

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

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

“Debit Number” means the 16 digit number which appears on the face of the Card.

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

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

“Merchant” means a retailer, supplier or third party authorised to accept the Card.

“Original Credit” means a payment into your Account as described in Condition 9.3.

“**Password**” means a password chosen by a Cardholder for use with a Card to make Transactions on the internet.

“**PIN**” means the personal identification number issued to or chosen by the Cardholder from time to time.

“**Purchase**” means a payment transaction other than a Cash Advance or Balance Transfer.

“**Recurring Transaction**” (sometimes known as a “**continuous payment**”) means a series of debit Transactions which are debited from Your Account at agreed intervals pursuant to an authorisation which the Cardholder has provided to a Merchant as mentioned in Condition 2.3.4. The payments can be for varying amounts and the agreed intervals can be for different frequencies.

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

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

2. Operations on Your Account

- 2.1 We will open an Account in Your name and We will send You a Card and a PIN after Your Agreement has been signed and returned to Us. At Your request at any time during the Agreement We will send a Card and a PIN to any Additional Cardholder. Only You, and not any Additional Cardholder, will be entitled to request changes to Your Account and to ask for details of Your Account.
- 2.2 We will charge to Your Account all Transactions and all other amounts You must pay under this Agreement.
- 2.3 In order for payments to be made using the Card, a Cardholder’s consent will be required. The consent required will vary according to the type of payment:
 - 2.3.1 To withdraw cash via a cash machine the PIN will be required. To purchase an item face to face the Card and the PIN (or the Cardholder’s signature where We have agreed to issue the Cardholder with a Card without a PIN and the Merchant agrees to accept this form of consent) will be required;
 - 2.3.2 If making a purchase by telephone or over the internet, the Card details will be required. The 3-digit security code from the reverse of the Card may be also required to authorise the payment;
 - 2.3.3 If a Cardholder uses the Card to place an order on the internet with an organisation that participates in Verified by Visa™ SecureCode (designed to prevent fraud) the Cardholder will be asked to use Our Danske 3D Secure service. The Card is automatically enrolled for use with the Danske 3D Secure service. The Cardholder agrees that the Danske 3D Secure Terms and Conditions will apply in relation to the Cardholder’s use of the Card to place an order on the internet with a Supplier that participates in Verified by Visa™ Securecode. The Cardholder authorises such a Transaction on the internet in the way set out in the Terms and Conditions for Danske 3D secure. The Cardholder agrees that this will require the registration of the Cardholder’s mobile phone number with the Bank. If the Cardholder does not accept the Danske 3D Secure Terms and Conditions then as part of Our fraud prevention measures, We may not authorise further Transactions on

the internet with participating organisations. Details of the Danske 3D Secure Terms and Conditions are available in Our branches, by telephoning 0370 8502481 or Intl +44 28 90049201 and selecting option 2, or on Our website www.danskebank.co.uk. It will normally take from one to seven days for a Transaction to reach Your Account, although in some cases this may take longer;

- 2.3.4 The Cardholder can use the Card (with the PIN - if required when the Cardholder is authorising the Recurring Transaction at a point of sale terminal) to authorise a Recurring Transaction. In these circumstances the Cardholder is giving consent to the Merchant to make each Recurring Transaction without the need for the Merchant to seek repeat authorisations. Typically this method of payment can be used for subscriptions for gym memberships, magazines, mobile phone services and other regular subscriptions. The Merchant should make the terms under which payments will be requested by way of Recurring Transaction clear to the Cardholder. A Recurring Transaction is not a Direct Debit and the Cardholder will not have the protections of the Direct Debit Guarantee Scheme in respect of any Recurring Transactions which are made from the Account. If the Cardholder wishes to cancel a Recurring Transaction then the Cardholder should inform Us no later than 3.30pm on the Business Day before the Merchant requests an authorisation for the next payment to be taken from the Account. If any further payments are taken from the Account after that date under the Recurring Transaction authority then We will immediately refund these to You on request. We also recommend that the Cardholder contacts the Merchant and gives notice of withdrawal of consent to any further payments being made from the Account under the Recurring Transaction authority. This will not cancel the agreement with the Merchant but it will cancel the payment authority. If You can show Us that You did not authorise a Recurring Transaction or that You gave notice to the Merchant that it was cancelled then We will immediately refund any payments that were taken from Your Account, without Your authority, after that date;
- 2.3.5 Where You have given Your Card details to a Merchant (in the European Economic Area) and at the time You do not know the exact amount that will be debited from Your Account (for example, to hire a car or hotel room), You may apply for a refund from Us within eight weeks of the date the payment was taken from Your Account, if the amount exceeds what You would reasonably have expected in all the circumstances. In order to process a refund request We may require the Cardholder to provide Us with additional information. We will either make the refund or provide You with Our reasons for refusing to make the refund within 10 Business Days of receiving Your request or within 10 Business Days of receiving such additional information as We have requested from You. You will not be entitled to a refund under this Condition 2.3.5 where the amount exceeds Your expectations solely due to a change in the exchange rate charged for Transactions on Your Account or where You provided consent directly to Us

- for that payment to be made and (if applicable) details of the amount of the payment had been provided or made available to You (for example, by way of a Statement) for at least 4 weeks before the date it was due;
- 2.3.6 To make any other type of Transaction using the Card, You will give Your consent by following the instructions given to You by Us or by the relevant Merchant.
- 2.4 Once consent to a Transaction is given, and the Transaction has been authorised, it cannot normally be stopped. However if You dispute a Transaction the Merchant must be able to prove that the Transaction took place. If a Cardholder disputes a Transaction the Cardholder must provide Us with full details including the reasons for the dispute. We will investigate the claim. In certain cases it may be possible for Us to attempt to chargeback the Transaction under the Card scheme rules. Chargeback does not give You any rights or protections and an attempt to chargeback a Transaction is not guaranteed to be successful. It is important that the Cardholder lets Us know about the disputed Transaction as soon as possible. We can only attempt a chargeback request within 120 days from the date that the Transaction appeared on the Account. The chargeback provisions of the Card scheme rules do not affect Your statutory rights under s.75 of the Consumer Credit Act 1974 . Further information on s.75 of the Consumer Credit Act 1974 is set out in Condition 22.3(b).
- 2.5 You will be responsible for all Transactions which You or any Additional Cardholder authorise, whatever the manner of such authorisation.
- 2.6 We recommend that before You travel abroad, You contact Your Branch to advise them that You may be using Your Card outside the United Kingdom. See also Condition 21 in relation to Geoblocking.
- 2.7 If You exceed Your Credit Limit You must immediately repay any excess to Us. When calculating whether the Credit Limit has been exceeded We will take into account any other Transactions We have paid or authorised for payment from Your Account.
- 2.8 You will be responsible for all indebtedness created by an Additional Cardholder as if their Card or PIN had been issued to and used by You. You can at any time ask Us to cancel any Additional Card but You will remain responsible for its use until it is returned to Us and You have repaid all indebtedness incurred by its use.
- 2.9 When writing a letter of cancellation to a Merchant, remember to sign and date the letter, quote Your full Card number and always keep a copy as evidence of cancellation. You should ask for and obtain written acknowledgement from the Merchant that the payment authority has been cancelled. You should also ensure that You give adequate notice of cancellation before a payment is due. If Your Card number changes, for whatever reason, You must inform the Merchant of Your new Card number.
- 2.10 The APR and Total Amount Payable detailed in Your Agreement are illustrative figures calculated on the basis of the following assumptions:
- (a) this Agreement remains in force and You and We fulfil Our respective obligations under this Agreement;

- (b) You carry out an immediate single Transaction of the same value as Your Credit Limit;
 - (c) the credit is provided for one year;
 - (d) You repay the credit in twelve equal instalments together with interest charged at the Standard Rate (regardless of any Introductory Rate or Limited Period Rate that is granted to You);
 - (e) the Standard Rate is the rate set out in this Agreement;
 - (f) there is no variation to the Standard Rate or any charges applicable to this Agreement; and
 - (g) You do not incur any charges (other than any annual fee [where applicable]).
- 2.11 You and every Additional Cardholder must at all times use the Card only in accordance with the provisions of this Agreement.

3. Financial and Related Details

- 3.1 We will set a Credit Limit for Your Account and tell You what it is when We open Your Account. Your initial Credit Limit is as stated in Your Agreement. We can change Your Credit Limit at any time and will let You know about the change. We will reduce Your Credit Limit at any time if You ask Us to. You can contact Us at any time if You want to opt out of receiving Credit Limit increases. You can ask Us to increase Your Credit Limit and We will consider this when We have made the appropriate checks.
- 3.2 You must make a minimum payment to Us each month (unless the balance for that month is £5 or less, in which case the balance will be carried forward to Your next statement and no interest will be charged on that balance for that month). If a payment is due to Us or there is an outstanding balance, We will send You a statement showing the minimum payment and the date by which You must pay it (which will be 28 days after the statement date). The minimum payment will be 3% of the current balance shown on Your statement, or the total of interest and default charges shown on Your statement plus 1% of the current balance (less interest and default charges), or £5, whichever is the greater. In addition to any minimum payment due, You may repay early the balance on Your Account, in part, or in full, at any time. If You have missed any payments under this Agreement and / or the current balance exceeds the Credit Limit, then those missed payments (sometimes called the outstanding balance) and/or that excess (sometimes called the overlimit) may be added to the minimum payment (sometimes called the agreed payment) and included within the minimum payment required shown on Your statement.
- 3.3 The interest rates for Transactions on Your Account are as follows:
- (a) The following rate will apply on Transactions, subject to (b) to (d) below: 22.85% per annum (variable) (the "Standard Rate")
 - (b) If We tell You in writing when We open Your Account that You are being given an Introductory Rate then for the first five months from that date (the "Introductory Period") We will charge You interest at the Introductory Rate of 0% per annum on Purchases and Balance Transfers. The Introductory Rate will be shown on Your

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

- (c) We may from time to time and for any period grant You a Limited Period Rate for any of Your Purchases, Balance Transfers and / or Cash Advances, being a lower interest rate than the Standard Rate. When We do this We will notify You, either on Your statement or by writing to You detailing what the rate has changed to and, where applicable, for what period. At the end of any such period the rate or rates will revert back to the Standard Rate and this will also apply to any accrued balance. Where no period has been fixed We may still change the rate back again at any later date. If We do this We will write to You to tell You.
- (d) The interest rates under this Agreement are variable. We may change interest rates in the circumstances set out in (c) above and We may vary the interest rates in accordance with Condition 4.1. The applicable rates will be shown in Your statements.

3.4 Interest charges are calculated and applied as follows:

- (a) We will charge interest on the daily balance outstanding on Your Account but We will not charge interest for Transactions made during the period covered by a statement other than Cash Advances. Interest will be charged on the amount of each Cash Advance from the date Your Account is debited with the Cash Advance until the date that the Cash Advance is fully repaid. If You do not repay the whole balance on the Account by the date referred to in Your statement then interest will be charged on the daily balance outstanding on Your Account from this date. Interest will be added to the Account on the statement date. Interest will be charged on unpaid interest at the rate for the Transaction for which it became due.
- (b) If You repay the whole balance on the Account by close of business on the day mentioned in Your statement (which will be 28 days after the statement date), no interest will be charged for Transactions made during the statement period other than Cash Advances (including in the case of a non-sterling Cash Advance any non-sterling transaction fees or cash fees, or in the case of a sterling Cash Advance any cash fee, as referred to in Conditions 3.6 and 3.7). We will not pay any interest to You or make any allowance for any credit balance on Your Account.
- (c) Interest will be charged at the applicable rate under this Agreement before and after any court judgment.
- (d) As a concession to You, We may offer You the option not to make the minimum monthly payments from time to time ("Payment Holiday"). But if We do this, interest will continue being charged on the outstanding balance of Your Account during the Payment Holiday. You can of course still make payments of any amount You wish during a Payment Holiday period.

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

3.6 Non-sterling transactions

- 36.1 A non-sterling transaction is a Transaction where You have not opted to pay in sterling (either at the point of sale or the cash machine) and We then convert the Transaction amount into sterling before We debit Your Account. We will convert into sterling the amount of a non-sterling transaction at a rate determined by Us for the relevant currency (known as the "Danske Bank Card Exchange Rate (UK)"). The Danske Bank Card Exchange Rate (UK) is the Payment Scheme Reference Exchange Rate which is applied on the date that the Transaction was received by the Payment Scheme. This rate is subjected by Us to average weighting so that the exchange rate used for all Transactions processed by Us on that date is equalised. Transactions can be processed by Us on non-Business Days. The statement 'entry date' for a Transaction that is processed on a non-Business Day will be the next Business Day. We will apply the Danske Bank Card Exchange Rate (UK) when the Transaction is processed by Us. The Payment Scheme Reference Exchange Rate is the exchange rate set by Visa and which is prevailing at the time Your Transaction was received by the Payment Scheme.

You can find out the Danske Bank Card Exchange Rate (UK) for the relevant currency from Our website at www.danskebank.co.uk/travelmoney. The rates displayed are historical and are therefore indicative only for the purposes of calculating the rate that You will be charged for a non-sterling transaction that has not yet been processed by Us. Daily rate fluctuations will occur. The Danske Bank Card Exchange Rate (UK) for the relevant currency will be adjusted by adding a non-sterling transaction fee of 2.75% of the value of the Transaction. The adjusted rate will be the rate that appears on Your statement. Your statement will also display the amount of the non-sterling transaction fee. In addition You will be charged a cash fee for any non-sterling Cash Advances made using Your Card.

If a non-sterling transaction is refunded to Your Account We will use the Danske Bank Card Exchange Rate (UK) for the relevant currency to calculate the amount of the refund. You will not have to pay any non-sterling transaction fee or cash fee in relation to the refund. We will not refund any non-sterling transaction fee or cash fee that You were charged in respect of the original Transaction.

- 3.6.2 When You authorise a non-sterling transaction We reserve the amount of the Transaction against the available balance on Your Account. This means that Your available balance is immediately reduced by the amount of the Transaction. When the currency conversion takes place the amount debited to Your Account may differ from that which was reserved, in accordance with Condition 3.6.1 above. The non-sterling transaction fee and any cash fee will be debited to Your Account and the Entry Date on Your statement will be the same date as the non-sterling transaction is debited to Your Account.
- 3.7 For Cash Advances, a cash fee of 2.75% (minimum £2.75) of the amount of the Cash Advance will be debited to Your Account on the same date as the Cash Advance is debited to Your Account. This will be in addition to any non-sterling transaction fee payable under Condition 3.6.1 or Condition 3.6.2 if the Cash Advance is a non-sterling transaction. There will be a maximum daily limit on Cash Advances via cash machines. We will advise You of this limit from time to time.
- 3.8 If You make a payment to Us in a non-sterling currency We will convert the amount to sterling at Our applicable Danske Bank Exchange Rate (UK) from time to time and there will be a fee for this. The fee will be the standard fee charged by the Bank for this service from time to time, which varies depending on the amount being converted.
- 3.9 We may add to or change any of these fees or service charges at any time in accordance with Condition 4 below.

4. Variation of Fees, Service Charges, Default Charges and Interest and Changes to the Agreement

- 4.1 We may vary the interest rates applicable to the Card in accordance with Condition 3.3. We may also vary any of the interest rates or for any of the reasons set out at 4.2.1 below. In addition We may;
- (a) vary any of the following - fees, service charges or default charges, (including the introduction of a fee, service charge or default charge, or the variation of the frequency and / or time for payment of any such fee, service charge or default charge under this Agreement); and/or
 - (b) add to, remove or change the number of or nature of benefits which are offered to You with Your Card; and/or
 - (c) vary this Agreement generally for any of the reasons set out in Condition 4.2.2.
- 4.2.1 Changes to interest rates
- In addition to Our right to vary the interest rate under Condition 3.3, We may vary the interest rates for any of the following reasons:
- (a) by agreement with You;
 - (b) to recover the genuine increased costs of providing credit to Our credit Card customers including for example the cost of developing and maintaining systems and services;
 - (c) to respond proportionately to a change in the risk presented by a Cardholder or a group of Cardholders;
 - (d) to recover the genuine increased costs of complying with legal or regulatory changes which apply to the

provision of credit to Our credit Card customers, including for example changes in the law, decisions of the Financial Ombudsman, changes in regulatory requirements and/or changes in industry guidance and codes of practice;

- (e) to ensure that Our business as a whole is profitable and competitive and that the interest rates for Our credit Card products enable Us to achieve Our business and strategic objectives (which are set internally) - provided that any such change is reasonable and does not result in a Cardholder being treated unfairly;
- (f) to enable Us to maintain the competitiveness of interest rates paid to Our depositors or providers of funds;
- (g) for any other valid reason - provided that any increase in the interest rate for this reason is a proportionate and reasonable response to the underlying reason.

We will give You at least 60 days' written notice before any interest rate increase takes effect. You will have the right to reject any interest rate increase and end this Agreement in accordance with Condition 12.1 within 60 days of the date of the notice of increase in interest rate although You will still have to pay all sums due under the Agreement and interest due thereon (at the existing rate) in accordance with the terms of the Agreement. We may give this notice in Your statement. If We decrease the interest rate We can do so immediately. We will notify You within 30 days of the change taking place by writing to You, by sending You a message electronically where You are registered to receive documents through Electronic Mailbox in Our eBanking Service or by including this information on Your statement and by putting a notice on Our website.

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

We may make any of the changes referred to at 4.1(a), (b) and (c) for any 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 provided that the change is a proportionate response to the underlying reason for the change;
- (c) to maintain or improve operating conditions or service levels;
- (d) to respond proportionately to any change or expected change in market conditions, general banking practice or the cost of providing services to customers;
- (e) to respond proportionately 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;
- (f) to reflect changes to payment systems or the card schemes;
- (g) to ensure that Our business as a whole is profitable and competitive and that Our product range and charging structure enables Us to achieve Our business and

- strategic objectives (which are set internally) - provided that any such change is reasonable and does not result in a Cardholder being treated unfairly;
- (h) to make Your Agreement fairer or clearer for You provided that any such change does not materially alter the Agreement that You have entered into with Us;
 - (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 any other valid reason which is not specified in this Condition 4.2.2 provided that the change is a proportionate and reasonable response to the underlying reason for the change.
- 4.3 If We make any changes to the terms of the Agreement under Condition 4.2.2 which are to Your detriment We will give You written notice of the changes at least 30 days before the changes come into effect. At any time up to 60 days from the date of such notification You may end this Agreement in accordance with Condition 12.1 without having to pay any extra fees, service charges or default charges, although You will still have to pay all sums due under the Agreement and interest due thereon in accordance with Condition 12.4. The Bank may make any other change immediately and notify You about it by writing to You by sending You a message electronically if You are registered to receive documents through Electronic Mailbox in Our eBanking Service or by advertisement in the national press and by putting a message on Our Website in all cases within 30 days of the change taking effect.
- 4.4 If We make a major change or a lot of minor changes in any one year, We will give You a copy of the new Terms and Conditions that apply to this Agreement or a summary of the changes. A copy of the up to date Terms and Conditions is available on Our Website.
- 4.5 If any of the provisions of Conditions 4.1 and / or 4.2 become invalid, illegal or unenforceable such invalidity, illegality or unenforceability shall not affect the remaining provisions.
- 4.6 We may from time to time, in particular circumstances and for particular periods, offer discounts or rebates on certain Transactions. If We do offer such discounts or rebates then We will tell You what they are and how they will work. We may withdraw any such offer at any time.

5. Details about Your Card

- 5.1 The Card will be valid for the validity period shown on the Card (unless this Agreement ends before the end of that period). Cardholders must only use their Card whilst it is valid. If a Cardholder does not use a Card for a period (determined at Our discretion) We may choose not to issue a replacement Card when it expires and We can ask for it to be returned or We can ask others to hold on to it for Us at any time.
- 5.2 The Card remains Our property and can be recalled by Us at any time. We may replace a Card with another Card issued by Us and change Your account number at any time if We give You reasonable notice.

- 5.3 The Card must not be used for any illegal purpose.
- 5.4 If the Card is lost, stolen or ceases to function properly, We will, on the request of the Cardholder, issue an Emergency Card or Emergency Cash to the Cardholder. An Emergency Card or Emergency Cash can be requested by telephoning (24 hour) 0370 850 2481 (if outside the United Kingdom, please call +44 2890 049201). We aim to provide an Emergency Card or Emergency Cash within 48 hours of contact. The Emergency Card will not be issued with a PIN and the Cardholder's existing PIN will not function with it. The Emergency Card will be valid for a maximum period of three months from the date of issue and the Cardholder will be issued with a replacement Card as soon as possible. We will charge a fee for the Emergency Card (currently £20) or Emergency Cash (currently £20) which will be debited to Your Account. The amount of these fees may be varied from time to time in accordance with Condition 4.
- 6. Care of the Card, PIN and Credit Card details**
- 6.1 The Cardholder must only use the Card and PIN in accordance with these Terms and Conditions.
- 6.2 The Cardholder must never allow anyone else to use the Card issued to him / her or the PIN or Card number. If You want to authorise someone else to have a Card on the Account then You can ask Us to issue a Card to that person. You will remain liable for any Transactions that are made using any Card that is issued on the Account.
- 6.3 The Cardholder must at all times take reasonable steps to keep the Card safe and the PIN secret. The Cardholder must:
- (a) Never post the Card to anyone - not even to Us - without firstly cutting the Card vertically through the magnetic stripe and the electronic chip on the Card;
 - (b) Never respond to an email, SMS or telephone request, even where this appears to be from Us, which asks You or the Cardholder to enter or provide the Card details and/or PIN. We will never send You an email, SMS or telephone You to seek this information. If You receive an email, SMS or a telephone call of this nature then it is likely to be fraudulent;
 - (c) Never give the Card to anyone else. When making a Transaction the Cardholder should retain control of the Card at all times;
 - (d) Never tell the PIN to anyone else, not even the police, or Bank staff;
 - (e) 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;
 - (f) Always ensure that when using a key pad to enter the PIN (e.g at a cash machine or in a shop), that the Cardholder take steps to cover and conceal the PIN, even where there is no one else present;
 - (g) Never enter the Card details (e.g. the Card Number, Expiry Date etc.) on a website, App or similar application, that stores those details unless the Card details are password protected and/or individual payments require further confirmation or authorisation before being taken from the Card;

- (h) 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;
- (i) At all times exercise care with the storage and disposal of any information about the Card, for example, statements and receipts. The Cardholder should take simple steps such as shredding printed material before disposing of it; sign the Card issued as soon as it has been received;
- (j) Destroy the PIN notification as soon as the Cardholder receives it;
- (k) When changing the PIN, ensure that all reasonable care is exercised. In particular, the Cardholder should ensure that the PIN does not contain a combination of numbers which may be easy to guess (for example, birthdays, consecutive numbers, etc).
The Cardholder can change the PIN to a number that is more memorable, or unlock their PIN by accessing the PIN Management Services option on those cash machines which have been authorised to offer this facility.

If there is a disputed Transaction on Your Card We will take into account whether the Cardholder has complied with this Condition 6. See also Condition 2.4 and Condition 22.3(b).

7. Loss or Misuse of Card

- 7.1 Should a Card be lost or stolen or for any other reason liable to misuse, or should the PIN or Password become known to a person not authorised under this Agreement, the Cardholder must immediately notify Danske Bank Card Services, PO Box 4509, Belfast, BT1 6JS, or call (24 hour) 0370 850 2481 (if outside the United Kingdom, please call +44 2890 049201) or any branch of the Bank. We may ask a Cardholder to confirm loss of a Card in writing. We will accept initial advice of the loss or theft of a Card from a card notification organisation e.g. Sentinel® Card Protection, subject to the Cardholder confirming this in writing to Us.
- 7.2 If the Card is used by another person before You have notified Us in accordance with Condition 7.1 above, You will be liable for all losses up to a limit of £50. However, You may be liable for ALL losses incurred where the Card has been used by a person who acquired possession of or uses it with Your or any other Cardholder's knowledge or consent.
- 7.3 You will not be liable for losses resulting from use of the Card (other than where the Card was used by a Cardholder) after You have reported the loss, theft or misappropriation of the Card to Us in accordance with Condition 7.1 above. Subject to Conditions 7.2 and 7.4, We will bear the full losses in the following circumstances:
 - (a) in the event of misuse when We have sent the Card to a Cardholder and the Cardholder does not receive it, due to postal delay or other reasons outside the control of the Cardholder;
 - (b) in the event of unauthorised Transactions after We have had effective notification that a Card has been

- lost, stolen or that someone else knows or may know the PIN or Password;
- (c) if someone else uses Card details without the Cardholder's permission and the Card has not been lost or stolen;
 - (d) if a Cardholder suffers direct loss as a result of machine or systems failure, unless the fault was obvious or brought to the Cardholder's attention by notice or displayed message.
- 7.4 Our liability is limited to those amounts wrongly charged to the Account and any interest on those amounts. Nothing in the Agreement shall exclude or restrict the Bank's liability for fraudulent misrepresentation by the Bank, its employees, officers or agents or for death or personal injury resulting from the negligence of the Bank, its employees, officers or agents.
- 7.5 If there is a disputed Transaction on a Card Account, Cardholders must co-operate with Us in Our investigations. Cardholders must give Us all the information they have regarding the circumstances of the loss, theft or misuse of a Card or the disclosure of the PIN or Password. Cardholders will take all the steps reasonably considered necessary by Us to help recover the missing Card. If We suspect that a Card has been lost, stolen or might be misused, or that the PIN or Password has been disclosed, We can give the police any information they think is relevant. Once a Cardholder has reported that a Card is lost, stolen or might be misused the Card must not be used again. In the case of a Card it must be cut in half across the magnetic stripe and the chip and immediately returned to Us at the address in Condition 7.1.
- 7.6 Where more than one Card has been issued under this Agreement, the provisions of this Condition 7 apply to each Card separately.
- 8. Statements and Making Payments**
- 8.1 We will normally send You a statement each month, except where the Card has not been used and there is no outstanding balance. This statement will set out details of each Transaction made using the Card during the period since a statement was last sent to You or since the Account was opened, whichever is the later. We may send You this consolidated statement instead of details of each individual Transaction. However, We may also provide information concerning Transactions by other means including information provided to You at the time the Transaction is carried out or as soon as reasonably practicable thereafter.
- 8.2 Your statements will also set out the balance on Your Account at the date of the statement, the minimum payment You must make to Us that month and the date by which You must pay it.
- 8.3 Your statement will tell You how to make payments to reach Us on time.
- 8.4 If Your statement includes an item which seems to be wrong, please notify Us as soon as possible.
- 8.5 If You require additional copies of statements or Transaction vouchers a fee will apply. The current fee for

each such item is £5.00. The amount of this fee may be varied from time to time in accordance with Condition 4.

- 8.6 We will normally send You an annual statement setting out consolidated details of Transactions made using the Card and payments made by You for the twelve month period prior to the date of the annual statement together with, where applicable, interest and charges debited to Your Account.

9. Refunds and Original Credits

- 9.1 We will credit Your Account with a refund when We receive a refund voucher or other refund confirmation acceptable to Us. Further information on how We process a refund of a non-sterling transaction is set out in Condition 3.6.1.
- 9.2 We are not in any way liable if any Merchant refuses to accept a Card for whatever reason.
- 9.3 A Merchant may credit funds to Your Account using Your Debit Number. This would apply where You have a contract with the Merchant under which the Merchant may be obliged to pay You money in certain circumstances and the Merchant has used Your Debit Number for the purposes of making that payment. The payment into Your Account is known as an "Original Credit". The maximum and minimum amounts that can be credited to Your Account using this method vary. Further details are available from Us on request or from the Merchant.

10. Payment Protection Insurance

(this Condition does not apply to any Card agreement entered into after 23 May 2009)

Where You have purchased optional Payment Protection Insurance:

- (a) We will provide You with a Certificate of Insurance providing details of the insurers and the Terms and Conditions of the Payment Protection Insurance. The insurance will be between You and the insurers;
- (b) We will debit the cost of the Payment Protection Insurance (including Insurance Premium Tax at the current rate) to Your Account on the relevant statement date unless and until the insurance is cancelled by You in writing. For the purpose of this Agreement it is treated as a Purchase;
- (c) the terms, conditions and premium rates for Payment Protection Insurance may change at any time. However, You will receive at least 30 days' written notice of any change;
- (d) You understand that a false application may result in a claim being rejected;
- (e) We will credit any insurance monies which We receive to Your Account;
- (f) You should keep a record of any information supplied to the insurers.

11. Change of Address

- 11.1 You must write and tell Us at once if You or any Additional Cardholder change Your or their name, or You change Your address, or if You make Your payments to Us by direct debit and You change the bank or building society account from which You make Your payments.

12. Ending the Agreement

- 12.1 If You wish to end this Agreement You must tell Us and send Us Your Card, and the Card of any Additional Cardholder, cut in half across the magnetic stripe and the chip.
- 12.2 (a) We can end this Agreement and close Your Account by giving You at least two months' notice. We can do this for one of the following reasons:
- (i) We have reasonable grounds to believe that You are no longer using the Account;
 - (ii) We, acting reasonably, are dissatisfied with the way that You are operating the Account. This could arise for example where the amount of time that We have to spend on the administration of Your Account exceeds what We would consider to be reasonable;
 - (iii) You have failed, within a reasonable period of time, to provide Us with information which We may reasonably expect You to provide to Us in connection with the operation of Your Account;
 - (iv) to comply with any changes in law or regulation, including decisions of the courts or Financial Ombudsman;
 - (v) to ensure that Our business is profitable and competitive and that Our product range enables Us to achieve Our business and strategic objectives;
 - (vi) for any other valid reason - provided that the closure of Your Account is a proportionate and reasonable response to the underlying reason.
- (b) We can end this Agreement and close Your Account immediately if You become bankrupt, You or any Additional Cardholder break the terms of this Agreement or where there is a justifiable, financial or legal reason to do so, for example, if:
- (i) You act, or are suspected of acting, fraudulently or with negligence;
 - (ii) You act in an abusive or threatening manner towards the Bank's staff; or
 - (iii) the Bank suspects that there is a threat to the security of its systems.
- 12.3 If We end this Agreement for any of the reasons set out in Condition 12.2(b), where reasonably possible (and where it would not be a breach of security or against the law), We will only end this Agreement after We have given You notice of Our intention to do so. If it is not possible to contact You in advance to tell You of Our intention to end this Agreement We will notify You as soon as possible thereafter.
- 12.4 Ending the Agreement will not affect Your liability to Us at that time, including Your liability for Transactions which are charged to Your Account after the ending of the Agreement or any notice to You of the ending of the Agreement or after the return of the Card. After sending You any notice required by law We may require You to repay at once all amounts You owe Us. We will continue to add interest, fees, service charges and default charges to the Account until You have paid everything You owe under the Agreement.
- 12.5 If either You or We end this Agreement, and We demand repayment of the whole sums due under it, We may retain any money in any of Your accounts with Us, or any sums We owe to You, and apply it in or towards repayment of the

sums due under this Agreement. This is sometimes known as a right of set off.

13. Agreement not Secured

No mortgage charge or other security which We hold will apply to Your Account or this Agreement.

14. Relaxing the terms of the Agreement

Any forbearance or delay by Us in enforcing this Agreement, for example if We allow You more time to make a payment, will not affect or restrict Our legal rights under this Agreement.

15. When the Agreement becomes binding

This Agreement will only become binding when it is validly signed by You and by Us.

16. Transfer of rights under the Agreement

16.1 You may not transfer Your rights or obligations under this Agreement.

16.2 We may transfer Our rights and obligations under this Agreement, but We can only transfer Our obligations either with Your agreement or where the transfer does not affect the nature of Your rights under this Agreement.

16.3 We may disclose to anyone to whom We transfer Our rights or obligations any information that We hold about You and any Additional Cardholder and the conduct of the Account.

17. Refusal of Transactions and Blocking the Card

17.1 We may prevent individual Transactions being debited from Your Card and We may also block the use of a Card entirely where We reasonably believe that:

- (i) The security of the Card or Your Account may have been breached;
- (ii) There may have been an unauthorised or fraudulent transaction on the Card or on Your Account;
- (iii) There is a significantly increased risk that You may be unable to pay Us what You owe Us;
- (iv) The terms of this Agreement have not been met or have been breached; or
- (v) By carrying out the Transaction, We may break a law, a regulation, a code of conduct or other duty.

17.2 If We prevent or refuse an individual Transaction, We will give notice of the refusal via the Merchant. If the Cardholder was not made aware of the refusal at the time then We will provide details of the refusal if You contact Us. Where reasonably possible (and where it would not be a breach of security or be against the law), We will only take action to prevent an individual Transaction or to block the Card after We have given You appropriate notice of Our intention to do so and explained our reasons. If We cannot contact You in advance to tell You about blocking Your Card We will attempt to contact You as soon as possible afterwards.

17.3 Where We have taken such action, We will allow the normal use of the Card to resume, or will issue a new Card if necessary, as soon as practicable once Our reasons for taking such action cease to exist.

18. Breaking the Agreement and Default Charges

- 18.1 If You or an Additional Cardholder break this Agreement, We will charge You for any reasonable losses or costs which We incur as a result. These may include costs We incur on correspondence or in taking steps to find You or to get back any money You owe Us (including debt collection agency and legal costs). If You fail to pay Us any sum which has become due, or break the Agreement in any other way, or if You die or become bankrupt, We may ask You or Your trustee, personal representatives or executor to pay the full amount You owe, after We have issued any notice which the law requires.
- 18.2 If You break this Agreement We may review any of Your banking facilities with Us. If Your relationship with Us has broken down We may prevent You from continuing to operate any other accounts (such as a current account) or prevent You from continuing to use any overdraft You have with Us.
- 18.3 If You or an Additional Cardholder break this Agreement during any period when an Introductory Rate or Limited Period Rate applies to Your Account, We may withdraw the rate which applies to Your Account and charge You interest at the Standard Rate. We will notify You either on Your statement or by writing to You.
- 18.4 If any payments due under this Agreement are not paid when they are due We will charge a late payment charge. This default charge will be debited to Your Account each time a payment is overdue. The current amount of this default charge is £8.00. The amount of this default charge may be varied from time to time in accordance with Condition 4.
- 19. Sentinel® Card Protection Insurance (this Condition does not apply to any Card agreement entered into after 16 August 2009).**

Where You have signed at the appropriate part of this Agreement indicating that You wish to purchase Sentinel® Card Protection Insurance:

- (a) You have entered into two contracts:
- i. The first is with the underwriter of the insured elements of Your policy. The underwriter's details can be found in Your policy terms and conditions. Any change in the underwriter will be communicated to You on renewal of Your policy.
 - ii. The second is with Sentinel® Card Protection who administers the service elements of this product.
- (b) Your fee is inclusive of insurance premium tax, at the relevant rate;
- (c) this insurance only applies to residents of the UK and is automatically cancelled if You move outside the UK;
- (d) Sentinel® Card Protection will write to You with details of the terms of the insurance;
- (e) the cost of the Sentinel® Card Protection Insurance will be debited to Your Account when due and future subscriptions will be debited to Your Account when due, at the prevailing rate, unless and until the insurance is cancelled by You in writing. For the purpose of this Agreement, it is treated as a Purchase;
- (f) We will pass Your name, address and Account number with Card expiry date, as and when required, to the

insurer for the purpose of debiting Your Account with the relevant premiums.

20. Mistaken Payments

If We have received a request to return a payment that has been made into Your Account where the payer has told his/her bank that the payment was made by mistake You agree that We may take the following actions:

- (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.
- (iv) 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.

21. Geoblocking

- 21.1 Geoblocking is a security feature which provides a Cardholder with a means to restrict the use of a Card. Restrictions can be made in relation to (a) geographic areas where the Card cannot be used and (b) internet Transactions. Geoblocking does not apply where a Transaction is processed using Chip and PIN technology or for offline Transactions. The Cardholder can manage the Geoblocking settings using eBanking, Mobile and Tablet Banking or by contacting Us. Details of how to contact Us are available on Our Website. Where a Cardholder seeks to set a restriction on the use of the Card using Geoblocking We will require them to provide Us with a mobile telephone number that We can use to contact them. If the Cardholder does not provide a valid mobile telephone number then We will be unable to contact them or advise them of any attempted use of the Card which contravenes the Geoblocking settings that have been applied.
- 21.2 No Geoblocking restrictions have been applied to a Card, unless We have advised You otherwise or a Cardholder has decided to apply restrictions using Geoblocking.
- 21.3 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.

- 21.4 We may decide to apply restrictions on the Use of a Card using the Geoblocking function for a reason which is not set out in Condition 21.3. We may do this where one of the following reasons apply:
- (a) to reflect the introduction or development of new systems, methods of operation, services or changes in technology provided that the change is a proportionate response to the underlying reason for the change;
 - (b) to respond proportionately to any change or expected change in market conditions, general banking practice or the cost of providing services to customers;
 - (c) to respond proportionately to legal or regulatory changes. This would include:
 - Changes in general law (including changes in the laws and/or tax regulations applicable in other legal jurisdictions where the Card may be used),
 - Changes in regulatory requirements,
 - Changes in industry guidance and codes of practice.
 - (d) to change the way that We manage security settings so that the Cardholder is required to specify where the Cardholder wants to use the Card or the categories that the Cardholder wants to use the Card for provided that when making any such change in respect of the geographic areas We will take into account the geographic areas where the Card has been used in the previous 12 month period. In relation to the categories that the Cardholder can use the Card for We will take into account the categories that the Cardholder has used the Card for in the previous 12 month period.
 - (e) any other valid reason provided that the change is a proportionate and reasonable response to the underlying reason for the change.

Where we make any change for a reason set out in the Condition 21.4 We will give You 2 months notice before the change takes effect. It will be Your responsibility to advise any Additional Cardholder of the change.

- 21.5 If the Cardholder has provided Us with their mobile telephone number then We will send the Cardholder a text message to alert them if an attempt is made to use their Card 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 the Geoblocking setting then they can do so using one of the methods set out in Condition 21.1. Any such change will take immediate effect.
- 21.6 If a Cardholder intends to travel abroad they should contact Us before they leave the United Kingdom and We will be able to inform them if any Geoblocking restrictions have been automatically applied to their Card which would prevent its use in the geographic area which they intend to visit.
- 21.7 Further details about Geoblocking are available on Our Website or by enquiring at Your Branch.

22. General points

- 22.1 We will not be liable if We are unable to perform Our obligations under this Agreement due (directly or indirectly) to the failure of any machine, data processing system or transmission link or anything outside Our

control. If We are unable to produce or send a statement, Your liability for interest, fees, service charges and default charges will still continue.

22.2 Putting things right for you

If You are not happy with any part of Our service, please ask Us for a copy of Our leaflet 'Putting things right for you' 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.

Alternatively, if You have a complaint about any product or service You bought from Us online and You disagree with the response We have given, You may use the online dispute resolution platform, which is available on www.ec.europa.eu/odr to refer the matter to the Financial Ombudsman Service.

You will also be able to contact the Financial Conduct Authority (FCA) if You think that We have broken the Payment Services Regulations 2009.

The FCA will use this information to inform its regulatory activities.

22.3 Important information about Your rights

- (a) If You enter into this Agreement as a consumer, nothing in these Terms and Conditions will reduce Your statutory rights relating to faulty or mis-described goods or services. For further information about Your statutory rights contact Your local Trading Standards Department or Citizens Advice Bureau.
- (b) If You purchase any item of goods or services using Your Card which costs between £100 and £30,000, You may have a right of redress under Section 75 of the Consumer Credit Act 1974 against Us as well as the Merchant in the event of any breach of contract or misrepresentation by the Merchant in relation to such goods or services, for example, the goods fail to arrive or are not of satisfactory quality, or You made the purchase based on incorrect information provided by the Merchant. This Condition 22.3(b) does not apply to any goods or services purchased by way of a money transfer or Cash Advance.

22.4 Telephone Calls

We draw to Your attention that We may record or monitor telephone calls for any of the following reasons:

- to confirm details of Our conversations with You;
- to train Our staff;
- to help maintain service quality ; and/or
- for the security of Our customers and Our staff.

22.5 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.

- 22.6 (a) The laws of the United Kingdom apply to the establishment of Our relationship with You until Your acceptance of this Agreement.
- (b) This Agreement is governed by the laws of Northern Ireland, Scotland or England and Wales, depending on where You live, as shown on Our records and Your statements.
- (c) Disputes arising out of or relating to this Agreement not settled to the parties' satisfaction are subject to the non-exclusive jurisdiction of the courts of Northern Ireland, Scotland or England and Wales, again depending on where You live, as shown on Our records and Your statements.
- (d) This Agreement is written in English and We will communicate in English with You during the course of this Agreement.

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

Registered in Northern Ireland: R568
Registered Office
Donegall Square West
Belfast
BT1 6JS
www.danskebank.co.uk

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

SPECIAL TERMS AND CONDITIONS

DANSKE 3D SECURE

These are the special terms and conditions that will apply to Danske 3D Secure.

Danske 3D Secure is provided by Us in association with MasterCard SecureCode™ or MasterCard Identity Check™ and Verified by Visa™. Danske 3D Secure is a secure way of using Your Card to make purchases on the internet with participating organisations. When You use Danske 3D Secure We are able to verify Your identity. We do not verify the identity of any organisation that You contract with on the internet nor do We make any statement about the goods or services of any participating organisations that You choose to place an order with or make a purchase from.

1. Definitions

"Account" means the Danske account which You hold with Us on which the Card is issued, the Danske MasterCard credit card account, the Danske Visa credit card account or the Danske MasterCard Corporate card account which the Account holder holds with Us.

"Card" means a Debit MasterCard card bearing a Contactless Indicator, a Debit MasterCard card which does not bear a Contactless Indicator, MasterCard Debit card, MasterCard credit card, Visa credit card or MasterCard Corporate card (as appropriate) that We have issued to the Cardholder for use with Your Account.

"Cardholder" means, for each Card, the person to whom We issue a Card at the Account holder's request.

"Danske 3D Secure" means the service offered by Us, subject to these terms and conditions, for You to use when You make a purchase or place an order on the internet with Your Card.

"Email Address" means a current valid email address.

"Mobile Phone" means the mobile telephone device which You use to receive the One-Time Passcode.

"Mobile Phone Number" means the Mobile Phone number which We hold with Our contact details for You or as notified by You to Us in accordance with Condition 2(d) below.

"One-Time Passcode" means the six digit passcode sent to Your Mobile Phone Number via SMS.

"SMS" means SMS text messages sent to Your Mobile Phone Number.

"We", "Us" and "Our" or "the Bank" mean 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.

"You", "Your" and "Yours" mean the Cardholder who has registered for Danske 3D Secure under this agreement with Us.

2. Using Danske 3D Secure

- (a) Your Card is automatically enrolled for use with the Danske 3D Secure service. Your Mobile Phone Number must be recorded with Us before You can use this service. When You use Danske 3D Secure, You agree that these terms and conditions will apply in relation to Your use of Your Card when You make a purchase or place an order with participating organisations using Your Card on the internet. These terms and conditions are in addition to the terms and conditions for Your Account.
- (b) You must ensure that Your Mobile Phone can receive SMS at the time of Your purchase.

- (c) When You use Danske 3D Secure to purchase on the internet from a participating organisation You will be presented with an electronic receipt and the One-Time Passcode will be sent automatically to your Mobile Phone. The receipt will include details of Your internet purchase or order, such as store name, purchase amount and date. You will be asked to sign the receipt by entering Your One-Time Passcode and click 'Submit' to proceed with the purchase. Without Your One-Time Passcode, the internet purchase cannot take place at participating organisations. If the One-Time Passcode is entered incorrectly three times consecutively You will not be able to proceed with the purchase. If You do not receive the One-Time Passcode automatically You may ask for the One-Time Passcode to be sent to You again. You can make three requests for the One-Time Passcode to be sent to You.
- (d) If You change Your Mobile Phone Number or Your address (including Your Email Address) You must notify Us immediately to ensure that Our records are up to date. Notices under this condition should be sent to Us as set out in the 'Notices and communication' condition of the General Terms and Conditions applicable to Your Account.
- (e) You will be responsible for any fees or charges imposed by Your mobile phone service provider in connection with Your use of Danske 3D Secure.

3. Security

- (a) We do not verify the identity of any participating organisations nor make any statement about their goods or services or whether You should contract with them.
- (b) The One-Time Passcode will only be valid for the purchase You have received it for. You are responsible for maintaining the confidentiality of Your One-Time Passcode. You must not give Your One-Time Passcode to anyone else.
- (c) If You think that there may have been an unauthorised internet transaction on Your Account You must notify Us immediately in accordance with the terms and conditions for Your Account.
- (d) We can stop You using Danske 3D Secure where We have a right under the Terms and Conditions for Your Account or Card to refuse or stop a payment on Your Account.

4. Changing the terms and conditions

- 4.1 We may at any time, for any reason set out in Condition 4.3 below make any change to these Danske 3D Secure terms and conditions.
- 4.2 We will give You at least two months' written notice (which will be sent to You by letter or electronically where You have registered to receive documents through Electronic Mailbox in Our eBanking service) before the change is made. 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. If You do object to the changes, then You have the right to terminate this agreement without having to pay any extra fees or service charges.
- 4.3 The changes referred to in Clause 4.1 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 provided that the change is a proportionate response to the underlying reason for the change;
 - (c) to maintain or improve operating conditions or service levels;

- (d) to respond proportionately to any change or expected change in market conditions, general banking practice or the cost of providing services to customers;
 - (e) to respond proportionately 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;
 - (f) to reflect changes made by the relevant Card authentication scheme provider (Verified by Visa™ or MasterCard SecureCode™ or MasterCard Identity Check™);
 - (g) to ensure that Our business as a whole is profitable and competitive 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 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 any other valid reason which is not specified in this Clause 4.3 provided that the change is a proportionate and reasonable response to the underlying reason for the change.
- 4.4 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.
- 4.5 If any of the foregoing provisions of this Clause 4 is or becomes invalid, illegal or unenforceable such invalidity, illegality or unenforceability will not affect the remaining provisions.

5. Availability of Danske 3D Secure

We try to give a complete service at all times but do not guarantee it. We will not be responsible for any loss which You suffer if You cannot carry out any transaction as a result of a machinery failure, strike, power cut, equipment not working or other causes beyond Our control or that of Our agents or sub-contractors.

6. Ending Your Danske 3D Secure service

- 6.1 [a] Without prejudice to Condition 3(d) We can end Your use of Danske 3D Secure by giving You two months' written notice. We can do this for one of the following reasons:
- (i) We have reasonable grounds to believe that You are no longer using the Account;
 - (ii) We, acting reasonably, are dissatisfied with the way that You are operating the Account. This could arise for example where the amount of time that We have to spend on the administration of Your Account exceeds what We would consider to be reasonable;
 - (iii) You have failed, within a reasonable period of time, to provide Us with information which We may reasonably expect You to provide to Us in connection with the operation of Your Account;

- (iv) to comply with any changes in law or regulation, including decisions of the courts or Financial Ombudsman;
 - (v) to ensure that Our business is profitable and competitive and that Our product range enables Us to achieve Our business and strategic objectives;
 - (vi) for any other valid reason – provided that the closure of Your Account is a proportionate and reasonable response to the underlying reason.
- (b) We can end this Agreement and close Your Account immediately if You become bankrupt, You or any Additional Cardholder break the terms of this Agreement or where there is a justifiable, financial or legal reason to do so, for example, if:
- (i) You act, or are suspected of acting, fraudulently or with negligence;
 - (ii) You act in an abusive or threatening manner towards the Bank's staff; or
 - (iii) the Bank suspects that there is a threat to the security of its systems.

If We end this Agreement for any of the reasons set out in Condition 6.1 (b) where reasonably possible (and where it would not be a breach of security or against the law), We will only end this Agreement after We have given You notice of Our intention to do so. If it is not possible to contact You in advance to tell You of Our intention to end this Agreement We will notify You as soon as possible thereafter.

7. Your liability

You agree that an instruction using Your One-Time Passcode will be treated by Us as Your consent to comply with that instruction and We will treat it as a valid and irrevocable instruction to Us. You are responsible for all instructions sent using Your One-Time Passcode. You are responsible for ensuring that You keep Your One-Time Passcode secure as set out in Clause 3 above. Your financial liability for any use of Your Card is subject to the terms and conditions for Your Account.

8. Use of Your information

Details of how We use Your personal information are available in Our leaflet "How we use your personal and business information". Copies of this leaflet are available in Our branches and on Our website at www.danskebank.co.uk.

9. General

- 9.1 We will communicate with You in English.
- 9.2 We are committed to providing a high standard of service. If You are not satisfied with any aspect of Our service then We have procedures in place to deal with Your concerns. For more information, please ask for a copy of Our leaflet "Putting things right for you".

10. 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.

This publication is also available in Braille, in large print, on tape and on disk. Speak to a member of staff for details.

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

Registered in Northern Ireland R568.

Registered Office:
Donegall Square West
Belfast BT1 6JS

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www.danskebank.co.uk