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# *Personal Danske Mastercard Credit Cards Terms and Conditions*

Effective from 1 September 2018

Danske Bank

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# PERSONAL DANSKE MASTERCARD CREDIT CARDS TERMS AND CONDITIONS

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# PERSONAL DANSKE MASTERCARD CREDIT CARDS TERMS AND CONDITIONS

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

Mastercard Platinum, Mastercard Gold, Mastercard Standard, Mastercard 24/7 and Mastercard Standard Plus.

The Terms and Conditions in Sections 1 - 29 apply to all Danske Bank Mastercard credit cards, with variations between Platinum, Gold, 24/7, Standard Plus and Standard credit cards detailed in Conditions 3.3(a), 5.4, 7.1, 12 and 21.

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

It is not possible to enter into a new agreement to open a Mastercard Platinum, Mastercard Gold, Mastercard Standard Plus or Mastercard 24/7 after 1 April 2013.

## 1. Definitions applying to this Agreement

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

The following definitions also apply:

“**Account**” means Your credit card account with Us.

“**Account Information Services**” means services of the type described in Conditions 2.4.1(a) and 3.10.

“**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.

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

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

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

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

“**Card**” means a Danske Mastercard credit card which We issue to You or to any Additional Cardholder, and any replacement card. The Card may or may not bear a Contactless Indicator.

“**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.

**“Contactless Indicator”** means the following symbol )))

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

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

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

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

**“Electronic Signature”** means Your User ID, Your Personal Passcode and the code or combination that We ask You to input from Your Security Card when used together to access Your Account using eBanking. The Electronic Signature is sometimes referred to as Access ID.

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

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

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

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

**“Original Credit”** means a payment into Your Account as described in Condition 11.3.

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

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

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

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

**“Payment Initiation Services”** means services of the type described in Condition 2.4.1(b).

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

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

**“Personalised Security Credentials”** means the personalised features provided by Us (such as Your PIN, Password, Electronic Signature for

eBanking) to enable You to authenticate Yourself for the purposes of accessing Your Account.

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

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

“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.

“Screen-scraping” means a computer based programme which copies data from Your computer such as the information on Your eBanking screens and translates it so that the information can be displayed to You in a different format.

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

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

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

“Third Party Provider” [“TPP”] means an independent provider of services which can offer Account Information Services and/or Payment Initiation Services to You.

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

“Website” means [www.danskebank.co.uk](http://www.danskebank.co.uk).

## 2. Operations on Your Account

- 2.1 We will open an Account in Your name and We will send You a Card and 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. See also 2.3.7 which deals with a Card which has a Contactless Indicator.
  - 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 Mastercard SecureCode™ or Mastercard Identity Check™ (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 Mastercard SecureCode™ or Mastercard Identity Check™. 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. 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 The Cardholder can use the Card or Card details (with or without the PIN - as required) to authorise a Debit Transaction where the exact amount that will be debited is not known at the time of authorisation.

- (a) Provided that both the Merchant and You are in the European Economic Area, 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; and
- (b) in respect of any parts of the transaction which takes place in the European Economic Area 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 Transaction and, in any event, immediately after receipt of the payment order. If You use a different means of payment to settle the account, We may not be aware that the original blocking should be released.

- 2.3.6 If You are registered for eBanking You can make an Electronic Payment out of Your Account. You give Your consent by using Your Electronic Signature in accordance with the Special Terms and Conditions for eBanking. 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.
- 2.3.7 The Cardholder can use the Card, if it bears the Contactless Indicator, to make a payment in certain retail outlets by holding the Card close to a Point of Sale Terminal which has contactless functionality enabled. In these circumstances, the payment will be authorised by the Cardholder when the Cardholder places the Card within approximately 4 cm of the contactless terminal and without either inserting the Card into the contactless terminal or entering a PIN. As a security feature, occasionally the Cardholder will be asked to insert the Card into the terminal and enter a PIN in order to complete a Transaction. A Spending Limit applies as set out in the Schedule. If the Cardholder does not want to be able to make Contactless Chip Transactions then the Cardholder should contact Us and We will issue a Card which does not have this functionality.
- 2.3.8 To make any other type of Transaction using the Card, You will give Your consent by following the instructions given to You by Us or by the relevant Merchant.

## 2.4 Third Party Providers (TPPs)

2.4.1 A number of TPPs provide services in the area of internet payments. 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 Your Account as it is accessible online. You will need to be registered for eBanking to use these services. The following types of services are offered by TPPs.

(a) Account Information Services

These TPPs provide an online service where You can see consolidated information on accounts that You hold with more than one bank or payment service provider. Further information is set out in Condition 3.10.

(b) Payment Initiation Services

These TPPs provide an online service where You can initiate payment for goods and services from an account that You hold with a bank or payment service provider as an alternative to using a credit or debit card.

Further information about TPPs is available on Our Website at [www.danskebank.co.uk/psd2ob](http://www.danskebank.co.uk/psd2ob). We will also make the European Commission information leaflet on the rights of consumers under PSDII 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.

2.4.2 If You use a TPP to make a payment from Your Account then You will need to confirm the Sort Code and Account Number or, where applicable the BIC and IBAN, of the Payee and also the amount of the payment.

Any payment out of Your Account using the services of a TPP will be made from the Account as a credit transfer even though the Account is one of Our credit cards. Further information on how this may impact on the protections that You have is set out in Condition 8.5.5.

2.4.3 TPPs may access Your Account in different ways including the Open Banking APIs or using a technique known as "Screen-scraping."

If the TPP accesses Your Account using the Open Banking APIs then You give Your consent, on each occasion, by entering Your Electronic Signature (that is Your full eBanking log on details) when asked to do so. You will do this on a secure Danske Bank webpage - this will not be the eBanking log on page. A list of the Accounts that can be accessed through the Open Banking APIs is available on Our Website. 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.

If the TPP accesses Your Account using Screen-scraping then You give Your consent by providing the TPP with Your Electronic Signature and the TPP will be able to access Your Account - including being able to access all the information that You can access in eBanking and make payments from Your Account in the same way as You can. The TPP may ask for Your Electronic Signature on its own website or it may redirect You to the eBanking log on page within Our Website and ask You to insert the information there. Where the TPP uses Screen-scraping techniques it may not be transparent to Us that You are using the services of a TPP. In these circumstances You must provide Us, if We ask You, with the details of the TPP. Before using the services of a TPP You should make sure that



You are satisfied that the TPP is authorised and regulated by the FCA or another European Regulator. You should also ask the TPP to confirm which method it will use to access Your Accounts.

- 2.4.4 If the TPP accesses Your Account using the Open Banking APIs, You can withdraw Your consent to permitting access to Your Account using the services of a TPP in any of the following ways. We will comply with any such request no later than the next Business Day after receipt of the request:
- (i) You can tell Us, by contacting Your Branch, that
    - (a) You do not want to access Your Account using a TPP. If You do not do this then You will be able to access Your Account using the services of a TPP;
    - (b) You want an Authorised User who has an Electronic Signature with “full rights” to access Your Account using a TPP. If You do not do this then the Authorised User will not be able to access Your Account using the services of a TPP;
    - (c) Where You have granted an Authorised User rights to access Your Account using a TPP – that You wish to withdraw that consent. We will comply with Your request unless the TPP uses Screen-scraping techniques. If You, or an Authorised User who has an Electronic Signature which allows them to access Your Account, provide Your or their Electronic Signature to a TPP that uses Screen-scraping techniques then We will treat that as You granting consent to that TPP to access Your Account again.
  - (ii) You can also manage TPPs who use the Open Banking APIs, where You or an Authorised User has already granted access to Your Account. Further information on how to do this is available when You log on to eBanking. We cannot provide this service where the TPP uses Screen-scraping techniques. You cannot withdraw Your consent where a payment has already been debited to Your Account using the services of a TPP or where information has already been provided to a TPP which provides Account Information Services.
- 2.5 Granting someone else authority to make payments out of Your Account
- 2.5.1 You may grant someone else authority 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 Conditions 2.5.2 and 2.5.3.
- 2.5.2 You can authorise someone to access Your Account as an Additional Cardholder using a Card on Your Account as set out in Condition 2.1. We will issue them with a 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 use the Card and PIN to access Your Account.
- 2.5.3 (i) You can authorise someone to access Your Account using eBanking. We call the person who You have authorised to make payments out of Your Account in this way an Authorised User and We will give the Authorised User 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 Condition 2.4.

(ii) You will be able to access Your Account using the services of a TPP. You can tell Us that You do not want to access Your Account using the services of a TPP that uses the Open Banking APIs and We will mark Our records accordingly. We cannot stop You from accessing Your Account using the services of a TPP that uses Screen-scraping techniques. (iii)

We will prevent an Authorised User from accessing Your Account using the services of a TPP that uses the Open Banking APIs unless You have told Us that You want that Authorised User to be able to access Your Account in this way. We cannot prevent an Authorised User from accessing Your Account using the services of a TPP that uses Screen-scraping techniques. Further information is set out in Condition 2.4.4.

- 2.5.4 The person that You have authorised to access Your Account using one of the means set out in this Condition 2.5 can give Your consent to make a payment out of Your Account and We will treat that 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.
- 2.5.5 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 Condition 7.
- 2.5.6 Once consent to a Transaction is given, and the Transaction has been authorised, it cannot normally be stopped. However if You dispute a Transaction the Merchant must be able to prove that the Transaction took place. If a Cardholder disputes a Transaction the Cardholder must provide Us with full details including the reasons for the dispute. We will investigate the claim. In certain cases it may be possible for Us to attempt to chargeback the Transaction under the card scheme rules. Chargeback does not give You any rights or protections and an attempt to chargeback a Transaction is not guaranteed to be successful. It is important that the Cardholder lets Us know about the disputed Transaction as soon as possible. We can only attempt a chargeback request within 120 days from the date that the Transaction appeared on the Account. If the payment has been processed as a credit transfer and not a Card payment out of Your Account then this Condition 2.5.6 will not apply and the provisions of Condition 8 will apply instead. A payment can be processed as a credit transfer where for example You use eBanking or the services of a TPP to access Your Account online to make a payment. Further information about TPPs can be found in Conditions 2.4.1 and 3.10. The chargeback provisions of the Card scheme rules do not affect Your statutory rights under Section 75 of the Consumer Credit Act 1974. Further information on Section 75 of the Consumer Credit Act 1974 is set out in Condition 26(b).
- 2.5.7 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 23 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. If You provide Your mobile phone number We will send You a text message to alert You if the balance on Your Account is getting close to the Credit Limit. If You do not wish to receive these text messages then please contact Us and We will record this on Our systems. We cannot guarantee the availability or successful delivery of text messages – for example, if Your device is switched off or lacks signal or data connectivity.
- 2.8 You will be responsible for all indebtedness created by an Additional Cardholder as if their Card or 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 the annual fee (if any) for Your Package and interest charged at the Standard Rate (regardless of any Introductory Rate or Limited Period Rate that is granted to You);
  - (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:
    - i. Mastercard Platinum 14.91% per annum (variable) (the "Standard Rate")
    - ii. Mastercard Gold 15.94% per annum (variable) (the "Standard Rate")
    - iii. Mastercard 24/7 15.94% per annum (variable) (the "Standard Rate")
    - iv. Mastercard Standard 22.85% per annum (variable) (the "Standard Rate")
    - v. Mastercard Standard Plus 15.94% per annum (variable) (the "Standard Rate").
  - (b) If We tell You in writing when We open Your Account that You are being given an Introductory Rate then for the first five months from that date (the "Introductory Period") We will charge You interest at the Introductory Rate of 0% per annum on Purchases and Balance Transfers. The Introductory Rate will be shown on Your statements. We will tell You in writing when the Introductory Rate is about to come to an end. At the end of the Introductory Period You will automatically start paying interest on Purchases and Balance Transfers and any accrued balance of any Purchases and Balance Transfers made during the Introductory Period at the Standard Rate (or other applicable rate).
  - (c) We may from time to time and for any period grant You a Limited Period Rate for any of Your Purchases, Balance Transfers and/or Cash Advances, being a lower interest rate than the Standard Rate. When We do this We will notify You, either on Your statement or by writing to You detailing what the rate has changed to and, where applicable, for what period. At the end of any such period the rate or rates will revert back to the Standard Rate and this will also apply to any accrued balance. Where no period has been fixed We may still change the rate back

again at any later date. If We do this We will write to You to tell You.

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

3.4 Interest charges are calculated and applied as follows:

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

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

- towards balances on which interest is charged at the Standard Rate;
- towards balances on which interest is charged at any rate which is less than the Standard Rate; and
- towards balances on which interest is charged at 0%.

Within each of the above three categories, payments which are not sufficient to satisfy completely the whole of the applicable category will be allocated to satisfy the part of that category carrying a higher interest rate before the part of that category carrying a lower interest rate.

3.6 Non-sterling transactions

- 3.6.1 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 Mastercard 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](http://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.

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

This Condition 3.10 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 be able to get information about Your Account as it is accessible online. You must be registered for eBanking, or have granted a Mandate to an Authorised User to access Your Account using eBanking, to use the services of a TPP to access Your Accounts.

3.10.1 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.

i. If the TPP accesses Your Account using the Open Banking APIs the TPP will only receive the specific information that You have explicitly consented to be provided. When the TPP uses this method You will be redirected to a Danske Bank webpage where You will be asked to provide Your Electronic Signature. By entering Your Electronic Signature You are giving Us Your consent to provide the information to the TPP. 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. Information about Your Account will be available as “data clusters” - this means that We will group certain information into a data set (a cluster). When You give Your consent all of the information in the data cluster will be made available to the TPP.

ii. if the TPP accesses Your Account using Screen-scraping the TPP will be able to access and download all of the information that is available within Your eBanking and We will not be able to limit or restrict this. By giving the TPP Your Electronic Signature You are giving Us Your consent to provide the information to the TPP. Unless the TPP has taken steps to identify itself to Us We may think that the request is being made directly by You. A TPP which uses Screen-scraping techniques will be able to access both payment and non-payment accounts. A non-payment account would include any mortgage or loan accounts that You have with Us. Condition 3.10.2 provides You with more information on the legal obligations of the TPP as regards the use of Your information.

3.10.2 You should check that the TPP is authorised and regulated by the FCA or another European Regulator before using its services. If the TPP is authorised and regulated by the FCA or another European Regulator 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 they use 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.

3.10.3 A TPP which provides an Account Information Service may store Your Personalised Security Credentials if it is necessary to provide the Account Information Service.

3.10.4 We will treat a request from an Account Information Service TPP in the same way as We treat a request received from You.

3.10.5 You will be able to access Your Account using the services of a TPP which uses the Open Banking APIs, unless You tell Us otherwise. You can grant and/or withdraw Your consent to Your Account being accessed by a TPP, which uses the Open Banking APIs for the purposes of Account Information Services in one of the following ways:

- (i) You can tell Us, by contacting Your Branch that,
  - (a) You do not want to access Your Account using a TPP. If You do not do this then You will be able to access Your Account using the services of a TPP;
  - (b) You want an Authorised User who has an Electronic Signature with "full rights" to access Your Account using a TPP. If You do not do this then the Authorised User will not be able to access Your Account using the services of a TPP;
  - (c) Where You have granted an Authorised User rights to access Your Account using a TPP - that You wish to withdraw that consent. We will comply with this request unless the TPP uses Screen-scraping techniques. If You, or an Authorised User who has an Electronic Signature which allows them to access Your Account, provide Your or their Electronic Signature to a TPP that uses Screen-scraping techniques then We will treat that as You granting consent to that TPP to access Your Account again.

- (ii) You can also manage TPPs who use the Open Banking APIs, where You or an Authorised User has already granted access to Your Accounts. Further information on how to do this is available when You log on to eBanking. We cannot provide this service where the TPP uses Screen-scraping techniques. You cannot withdraw Your consent where a payment has already been debited to Your Account using the services of a TPP or where information has already been provided to a TPP which provides Account Information Services.

3.10.6 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.

3.10.7 We will not be responsible to You under Condition 3.10.6 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 provision of applicable laws.



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

4.1 We may vary the interest rates applicable to the Card in accordance with Condition 3.3. We may also vary any of the interest rates for any of the reasons set out at 4.2.1 below. In addition We may;

- (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 Changes to Fees, Service Charges, Default Charges and Interest and Changes to the Agreement

##### 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 Service, 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 14.1 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 14.1 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 14.4. 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 hours) 0800 032 4368 (if outside the United Kingdom, please call +44 800 032 4368).  
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. This means You will need to sign for any Card Transaction. 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 Where We have issued the Cardholder with Personalised Security Credentials to use the Card, the Cardholder must follow the steps that We have set out in Condition 6.4 to keep those Personalised Security Credentials safe. If the Cardholder suspects that their Personalised Security Credentials may have been lost, stolen or otherwise compromised then the Cardholder should contact Us as set out in Condition 7.
- 6.3 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.

- 6.4 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 2.5.6 and Condition 26(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 hours) 0800 032 4368 (if outside the United Kingdom, please call +44 800 032 4368) or any branch of the Bank.
- We may ask a Cardholder to confirm loss of a Card in writing. We will accept initial advice of the loss or theft of a Card from a card notification organisation e.g. Sentinel® Card Protection, subject to the Cardholder confirming this in writing to Us.
- 7.2 If the Card is used by another person before You have notified Us in accordance with Condition 7.1 above, You may be liable for ALL losses incurred where the Card has been used by a person who acquired possession of or uses it with Your or any other Cardholder's knowledge or consent. See Condition 8.5 for details of Our liability to You.
- 7.3 Subject to the provisions of Condition 9, You will not be liable for losses resulting from use of the Card (other than where the Card was used by a Cardholder) after You have reported the loss, theft or misappropriation of the Card to Us in accordance with Condition 7.1 above. Subject to Conditions 7.2 and 7.4, We will bear the full losses in the following circumstances:
- (a) in the event of misuse when We have sent the Card to a Cardholder and the Cardholder does not receive it, due to postal delay or other reasons outside the control of the Cardholder;
  - (b) in the event of unauthorised Transactions after We have had effective notification that a Card has been lost, stolen or that someone else knows or may know the 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 Subject to the provisions of Condition 8, Our liability is limited to those amounts wrongly charged to the Account and any interest on those amounts. Nothing in the Agreement shall exclude or restrict the Bank's liability for fraudulent misrepresentation by the Bank, its employees, officers or agents or for death or personal injury resulting from the negligence of the Bank, its employees, officers or agents.
- 7.5 If there is a disputed Transaction on a Card Account, Cardholders must co-operate with Us in Our investigations. Cardholders must give Us all the information they have regarding the circumstances of the loss, theft or misuse of a Card or the disclosure of the 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. Our Liability to You**

Where You instruct Us to make a payment or a series of payments from Your Account, it is Our responsibility to ensure that We carry out Your instructions in accordance with these terms and conditions. If We fail to meet any of Our obligations under this Condition 8 then You can make a claim as set out in Condition 8.4.

8.1 Our Obligation to execute a payment request and to do so correctly

Our obligations under this Condition 8.1 only apply where both the Payer and the Payee are in the European Economic Area.

8.1.1 We are responsible for making sure that We execute a payment and that We do so in accordance with the consent that You have given Us as set out in Condition 2.3 or 2.4 (whichever applies). If We can prove to You that We executed the payment correctly in accordance with Your instructions then We will not be liable to You for any loss that You may have incurred. In these circumstances the Payee's bank is liable to the Payee for the correct execution of the payment and must credit the Payee's account immediately and make the funds immediately available to the Payee.

8.1.2 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.

8.1.3 Subject to Condition 8.5, if we fail to meet Our obligations as set out in Condition 8.1.1 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 Payee's bank. We will be liable to You for any charges for which You became responsible and any interest You had to pay as a result of Our mistake.

8.1.4 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.

8.2 Our obligation to execute a payment request in accordance with the timescales set out in the Schedule

Our obligations under this Condition 8.2 only apply to those parts of the payment transaction which take place within the European Economic Area.

8.2.1 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 Schedule. We reserve the right to suspend or delay a payment either into or out of Your Account where We, acting reasonably, decide to

carry out further checks. This could happen, for example, where We suspect fraud. In these circumstances, if We decide after investigation to make the payment then We will still comply with the timescales for execution of payments set out in the Payment Services Regulations.

- 8.2.2 Subject to Condition 8.5, if we fail to comply with Our obligation set out in Condition 8.2.1 and the payment(s) is made later than the timescale set out in the Schedule 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 Schedule. 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 Schedule.
- 8.3 Our obligation to ensure that You have given Your consent to a payment out of Your Account  
Our obligations under this Condition 8.3 only applies to those parts of the payment transaction which take place in the European Economic Area.
- 8.3.1 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 Condition 2.3 or 2.4 (whichever applies). We are responsible for applying Strong Customer Authentication before making a payment out of Your Account where the Payment Services Regulations require Us to do so. You can find out more about the circumstances where Strong Customer Authentication is required on Our Website.
- 8.3.2 Subject to Condition 8.5 if We fail to comply with Our obligations as set out in Condition 8.3.1 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.
- 8.3.3 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 Condition 8.3.2. 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.
- 8.4 How to make a claim under this Condition 8
- 8.4.1 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.
- 8.4.2 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.

- 8.4.3 If You are entitled to a refund under Condition 8.1.3, 8.1.4 or 8.3, We will credit Your Account with the refund as soon as practicable and in any event no later than the end of the Business Day following the day on which You have advised Us that the payment was not executed, executed incorrectly or executed without Your consent.
- 8.4.4 Even though We may have granted You a refund under Condition 8.3 if, following further investigation, We are satisfied that You did give Your consent to make the payment then We will debit the refunded amount from Your Account without the need for any further consent from You. We will contact You to tell You the reasons for making the debit.
- 8.5 Limitations on Our Liability under this Condition 8
- 8.5.1 We will not provide You with a refund under Condition 8.1.3, 8.1.4 or 8.3 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 Condition 9.
  - (b) If Your Account was in debit at the time that the payment was made, We have reasonable grounds to believe that Your Personalised Security Credentials were acquired by someone else (a third party) with Your consent and that third party is not a TPP who is authorised and regulated by the FCA or another European Regulator.
- 8.5.2 (a) We will not be responsible to You under this Condition 8 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 the fault was obvious to You or You were told about it by a message or notice at the time of use.
- 8.5.3 We are not liable to meet any of the requirements set out in this Condition 8 where the payment transaction was based on a paper cheque of any kind including traveller's cheques or bankers' drafts.
- 8.5.4 You must contact Us in one of the ways set out in Condition 24 or phone Your branch 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 Condition 8 if You contact Us more than 13 months after the relevant debit date. However for any debit to Your Account which was made more than 13 months before the date of Your claim We may take longer, acting reasonably, to investigate Your claim before We decide whether or not to make a refund.
- 8.5.5 Any payments out of Your Account when You are using eBanking or the Services of a TPP will be treated as credit transfers. This means that the provisions of this Condition 8 will apply and We will not be able to make a claim under the



chargeback provisions set out in Condition 2.5.6 nor can You make a claim under Section 75 of the Consumer Credit Act 1974.

## 9. Your Liability to Us

If You have granted a Mandate to someone else in terms of Condition 2.5 then You should ensure that the Mandate holder is aware of Your obligations under this Condition and takes any necessary steps to enable You to comply with Your obligations.

9.1 You must notify Us without undue delay, in one of the ways set out in Condition 9.2, after becoming aware of the loss, theft, unauthorised use of or where You believe that someone else, may have copied or become aware of any of the following items:

- Your Card
- Your PIN (Personal Identification Number) used with Your Card
- Your Electronic Signature for eBanking or any component part of Your Electronic Signature
- Your Access Code Number for 24 Hour Telephone Banking Service

Nothing in this Condition prevents You from giving Your Electronic Signature to a TPP which is authorised and regulated by the FCA or another European Regulator. Before giving this information to a TPP You should satisfy yourself that the TPP is authorised and regulated by the FCA or another European Regulator.

9.2 You can notify Us, under Your obligation set out in Condition 9.1, by contacting Us. You can contact Us in one of the ways set out in Condition 7.1. We will keep a record of any notification that You made to Us under this Condition 9.2 for a minimum period of 18 months and We will, on request, provide You with a copy of this record. We will also prevent the use of the Personalised Security Credentials that You have notified to Us.

9.3 You must take all reasonable steps to keep Your Personalised Security Credentials (that is the items set out at Condition 9.1) safe. This does not include information which appears on the face of Your Card or the Sort Code and Account Number for Your Account. We set out in Condition 6 the reasonable steps that You are expected to take to comply with Your obligations to keep Your Personalised Security Credentials safe.

9.3.1 You will be liable for any losses that You suffer as a result of a payment being made out of Your Account which You have not authorised where:

- (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 Condition 9.
- (b) if Your Account was in debit at the time that the payment was made (or the transaction was made using the credit facility on the Account), We have reasonable grounds to believe that Your Personalised Security Credentials were acquired by someone else (a third party) with Your consent and that third party is not a TPP who is authorised and regulated by the FCA or another European Regulator.

- 9.4 Except where You have acted fraudulently You will not be liable for any losses that You suffer as a result of a payment being made out of Your Account which You have not authorised in respect of the following payments:
- i. a payment that was made after You notified Us in accordance with Conditions 9.1 and 9.2; or
  - ii. You have been unable to notify Us because We failed to provide You with a means to do so under Condition 9.2; or
  - iii. where We are required under the Payment Services Regulations to apply Strong Customer Authentication but We have not done so; You can find out more about our obligations to apply Strong Customer Authentication on Our Website; or
  - 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).
- 9.5.1 This exception at 9.4(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.
- 9.5.2 This exception at 9.4(iv) also 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 Council Directive 90/314/EEC of 13 June 1990 on package travel, package holidays and package tours;

(h) within the scope of Directive 2008/122/EC of the European Parliament and of the Council on the protection of consumers in respect of certain aspects of timeshare, long-term holiday product, resale and exchange contracts.

## **10. Statements and Making Payments**

- 10.1 We will normally provide You with a statement on paper each month, except where the Card has not been used, there have been no Electronic Payments made from Your Account and there is no outstanding balance. This statement will set out details of each Transaction made using the Card during the period since a statement was last sent to You or since the Account was opened, whichever is the later. We may send You this consolidated statement instead of details of each individual Transaction. However, We may also provide information concerning Transactions by other means including information provided to You at the time the Transaction is carried out or as soon as reasonably practicable thereafter.
- 10.2 Your statements will also set out the balance on Your Account at the date of the statement, the minimum payment You must make to Us that month and the date by which You must pay it. You may change the payment due date as shown on Your statement.
- 10.3 Your statement will tell You how to make payments to reach Us on time.
- 10.4 If Your statement includes an item which seems to be wrong, please notify Us as soon as possible.
- 10.5 If You require additional copies of statements or Transaction vouchers a fee will apply. The current fee for each such item is £5.00. The amount of this fee may be varied from time to time in accordance with Condition 4.
- 10.6 We will normally send You an annual statement 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.

## **11. Refunds and Original Credits**

- 11.1 We will credit Your Account with a refund when We receive a refund voucher or other refund confirmation acceptable to Us. Further information on how We process a refund of a non-sterling transaction is set out in Condition 3.6.1.
- 11.2 We are not in any way liable if any Merchant refuses to accept a Card for whatever reason.
- 11.3 A Merchant may credit funds to Your Account using Your 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.

## 12. Payment Protection Insurance

(this Condition does not apply to Mastercard 24/7 or 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.

## 13. Change of Address

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

## 14. Ending the Agreement

14.1 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.

14.2 (a) We can end this Agreement and close Your Account by giving You at least two months' notice. We can do this for one of the following reasons:

- (i) We have reasonable grounds to believe that You are no longer using the Account;
- (ii) We, acting reasonably, are dissatisfied with the way that You are operating the Account. This could arise for example where the amount of time that We have to spend on the administration of Your Account exceeds what We would consider to be reasonable;
- (iii) You have failed, within a reasonable period of time, to provide Us with information which We may reasonably expect You to provide to Us in connection with the operation of Your Account;
- (iv) to comply with any changes in law or regulation, including decisions of the courts or Financial Ombudsman Service;
- (v) to ensure that Our business is profitable and competitive and that Our product range enables Us to achieve Our business and strategic objectives;

- (vi) for any other valid reason – provided that the closure of Your Account is a proportionate and reasonable response to the underlying reason.
  - (b) We can end this Agreement and close Your Account immediately if You become bankrupt, You or any Additional Cardholder break the terms of this Agreement or where there is a justifiable, financial or legal reason to do so, for example, if:
    - i. You act, or are suspected of acting, fraudulently or with negligence;
    - ii. You act in an abusive or threatening manner towards the Bank's staff; or
    - iii. the Bank suspects that there is a threat to the security of its systems.
- 14.3 If We end this Agreement for any of the reasons set out in Condition 14.2(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.
- 14.4 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.
- 14.5 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.
- 15. Agreement not Secured**  
No mortgage charge or other security which We hold will apply to Your Account or this Agreement.
- 16. 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.
- 17. When the Agreement becomes binding**  
This Agreement will only become binding when it is validly signed by You and by Us.

## **18. Transfer of rights under the Agreement**

- 18.1 You may not transfer Your rights or obligations under this Agreement.
- 18.2 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.
- 18.3 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.

## **19. Refusal of Transactions and Blocking the Card**

- 19.1 We may prevent individual Transactions being debited from Your Card and We may also block the use of a Card entirely where We reasonably believe any of the following (We can refuse Your request by declining the request immediately using the same channel through which you have made it or by contacting You at the earliest opportunity and before We have executed the Transaction):-
- 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.
- 19.2 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.
- 19.3 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.

## **20. Breaking the Agreement and Default Charges**

- 20.1 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.

- 20.2 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.
- 20.3 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.
- 20.4 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.

**21. Sentinel® Card Protection Insurance (this Condition does not apply to Mastercard 24/7 or 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.

**22. 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.
- v. If You do object within the period set out above, or if We are otherwise unable to return the payment to the Payer's bank (for example, where You have removed all or part of the funds from Your Account), We must, on receipt of a written request, provide to the Payer all relevant information in order for the Payer to claim repayment of the funds from You. This means that We can provide Your name and address to the Payer's bank. We are not required to obtain any further consent from You to do this as We are obliged to provide this information under the Payment Services Regulations. The Payee's bank should inform You before disclosing your name and address to the Payee.

## **23. Geoblocking**

- 23.1 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 off line 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.
- 23.2 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.
- 23.3 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.

23.4 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 23.3. 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 23.4 We will give You two months' notice before the change takes effect. It will be Your responsibility to advise any Additional Cardholder of the change.

23.5 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 23.1. Any such change will take immediate effect.

- 23.6 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.
- 23.7 Further details about Geoblocking are available on Our Website or by enquiring at Your Branch.

## **24. Notices and Communication**

- 24.1 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.
- 24.2 Where You have an eBanking Agreement then We may send communications to You using secure mail or using the Electronic Mailbox facility on eBanking where You subscribe to that service. We can only send important information about changes to Your Account in this way where You have subscribed for Notifications within 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.
- 24.3 Unless We have agreed with You that You can communicate with Us in some other way, You should give notices to Us in writing by post to Our registered address or by writing to Danske Bank at PO Box 2111 Belfast BT10 9EG. The date of receipt of a notice given by You to Us under this Condition 24 is deemed to be the date of actual receipt by Us or where that day is not a Business Day, the next Business Day. If You choose to write to Us at a different address to that set out in this Condition 24 then there may be a delay in processing Your correspondence.

## **25. General points**

- 25.1 In relation to Card payments, We will not be liable if We are unable to perform Our obligations under this Agreement due (directly or indirectly) to the failure of any machine, data processing system or transmission link where that failure is due to abnormal and unforeseeable circumstances beyond Our control. If We are unable to produce or send a statement, Your liability for interest, fees, service charges and default charges will still continue.
- 25.2 **Use of Your information**  
Details of how We use Your personal information are available in Our leaflet "How we use your personal and business information". Copies of this leaflet are available in Our branches and on Our Website.
- 25.3 **Putting things right for you**  
If You are not happy with any part of Our service, please ask Us for a copy of Our leaflet 'Putting things right for you' 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).

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](http://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) or the Payment Systems Regulator (PSR) if You think that We have broken the Payment Services Regulations 2017.

The FCA and PSR will use this information to inform their regulatory activities. More information can be found at <https://www.psr.org.uk/sites/default/files/media/PDF/PSR-PSD2-approach-factsheet-Sep-2017.pdf>

## **26. 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 26(b) does not apply to any goods or services purchased by way of a money transfer or Cash Advance. This Condition 26(b) also does not apply to any payments out of Your Account when You are using the Services of a TPP and instead the provisions of Condition 8 regarding Our liability to You will apply.

## **27. Telephone Calls**

We draw to Your attention that We may record or monitor calls to confirm details of Our conversations, and for training and quality purposes.

## **28. Taxes or Costs**

There may be taxes or costs, some of which are not paid through Us or imposed by Us and for which You may be liable.

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**29. Governing Law**

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

## Schedule

### Payments out of Your Account

The table set out below assumes that the Entry Date is a Monday and that there are no bank or other holidays in the relevant period. The timetable may be suspended in certain circumstances which are beyond Our control. We also reserve the right to suspend or delay a payment where We, acting reasonably, decide to carry out further checks. In these circumstances We will still seek to comply with our statutory obligations under the Payment Services Regulations 2017.

### Definitions:

**Date Funds are reserved** means the day that You authorise the payment to be made. We reserve the funds on this date which means that Your available balance is reduced by the amount of the payment.

**Entry Date** means the date that We receive the request from the Merchant's bank to debit Your Account. This can be 2 days after the date the funds are reserved or it can be later (usually within 7 days). The maximum time permitted under the card scheme rules is 60 days.

**Value Date** means the date that We start to apply interest.

**Maximum Execution Time** means the latest date by which We will credit the Payee's bank (or its agent) with the payment.

**Spending Limit** means the maximum daily amount that You can ask Us to pay out of Your Account using that transaction type.

Spending Limits can be changed and will also depend on the available balance in Your Account. You can ask Us to amend the Spending Limits on Your Account.

	Date funds are reserved	Entry Date	Value Date	Maximum Execution Time	Spending Limit
Card Transactions (Point of Sale transactions) <i>Sterling and Foreign payments</i>	Date that you authorise the payment	Monday	Payment Due Date which appears on Your statement (See Note 3)	Monday	Available balance on your account (£30 per transaction if contactless)
ATM Transactions (Cash machine withdrawals) <i>Sterling and Foreign payments</i>	Date that you authorise the payment	Monday	Monday	Monday	£500
Electronic Payment using eBanking or TPP (Internal Transfer/ Faster Payments Service- See Note 1)	Date that you authorise the payment	Date that you authorise the payment - say Monday	Monday	Monday	£25,000 for a transfer to a third party.
Electronic Payment using Mobile App (Internal Transfer and Faster Payments Service-See Note 1)	Date that you authorise the payment	Date that you authorise the payment - say Monday	Monday	Monday	£10,000 for a transfer to a third party
Electronic Payment using eBanking (Foreign payments)	Date that you authorise the payment	Date that you authorise the payment - say Monday	Monday	Tuesday (see Note 2) for Euro and Wednesday for all other currencies	£25,000

**Notes:**

1. If a transfer is made using the Faster Payments Service after 3.30pm then the payment will be executed immediately but the Value Date will be the next Business Day. This is the Standard Service.
2. Express Service is also available - see Your eBanking screen for further information. If the payment is to another account within the Danske Bank Group the maximum execution day for all EEA currencies (without conversion) would be Monday (for purposes of the table above). This does not apply during any Introductory Rate Period.
- 3.

## PERSONAL 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, 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. The Card may or may not bear the Contactless Indicator.

**"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.

**"Website"** means [www.danskebank.co.uk](http://www.danskebank.co.uk).

**"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 Condition 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 Condition 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 Condition 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 to You under these Terms and Conditions where any failure on Our part is due to (a) abnormal or unforeseeable circumstances beyond Our control, the consequences of which would have been unavoidable despite all Our efforts to the contrary or (b) Our obligation to comply with any other provisions of applicable laws.

## 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, when making a payment using Your Card, 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 Condition 3 above. Further information about Your liability and Our liability in relation to the use of Your Card is set out in the Terms and Conditions which apply to it.

**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/docs](http://www.danskebank.co.uk/docs).

**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.

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