

# *Terms and Conditions Personal Banking*

Effective from 13 January 2018

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

# Contents General Terms and Conditions Personal Banking

	Page		Page
<b>Section 1 Part 1</b>	<b>General Information</b>	1-3	
	<ul style="list-style-type: none"> <li>- Good Banking</li> <li>- What should You do if You have a dispute relating to Your Account?</li> <li>- Important information about compensation arrangements</li> <li>- Things You Should Know</li> <li>- How You can contact Us</li> </ul>		
<b>Section 1 Part 2</b>	<b>Definitions</b>	4-5	
<b>Section 1 Part 3</b>	<b>General Terms and Conditions Personal Accounts</b>	6-45	
	<ul style="list-style-type: none"> <li>- Opening an Account and Services on Your Account</li> <li>- Joint Accounts</li> <li>- Payments into Your Account - Types of payments that can be made into Your Account</li> <li>- Cheque Payments into Your Account</li> <li>- Payments out of Your Account - Types of payment that can be made from Your Account</li> <li>- Our Liability to You</li> <li>- Your Liability to Us (excluding cheque payments)</li> <li>- Using a Third Party Provider (TPP) to provide You with Account Information Services</li> <li>- Refusing Payments or Stopping the use of Your Card or Services</li> <li>- Payments from Your Account - Cheque Book Service</li> <li>- 24 Hour Telephone Banking and eBanking (including Mobile Banking)</li> <li>- Debit Cards</li> <li>- Branch Service</li> <li>- Overdrafts</li> <li>- Fees and Service Charges</li> <li>- Interest on Your Account</li> </ul>		
	<ul style="list-style-type: none"> <li>- Exchange Rates</li> <li>- Statements</li> <li>- Security</li> <li>- Closing the Account</li> <li>- Package Agreements with Us</li> <li>- Dormant Accounts</li> <li>- Cancellation Rights under the Financial Services (Distance Marketing) Regulations 2004</li> <li>- Change of Personal Details</li> <li>- Use of Your personal and business information</li> <li>- Notices and communication</li> <li>- Variation of these Terms and Conditions</li> <li>- General</li> <li>- Right of Set-off</li> <li>- Governing Law</li> <li>- Payment Table</li> </ul>		
<b>Section 2</b>	<b>Special Terms and Conditions Personal Current Accounts (on sale)</b>	46-49	
	<ul style="list-style-type: none"> <li>- Danske Cash Reward</li> <li>- Danske Choice</li> <li>- Danske Freedom</li> <li>- Danske Standard</li> <li>- Danske Discovery</li> </ul>		
<b>Section 3</b>	<b>Special Terms and Conditions 24 Hour Telephone Banking Service</b>	50-56	
<b>Section 4</b>	<b>Special Terms and Conditions eBanking</b>	57-67	
<b>Section 5</b>	<b>Special Terms and Conditions Electronic Signature</b>	68-72	
<b>Section 6</b>	<b>Special Terms and Conditions Debit Mastercard Personal Cards</b>	73-82	
<b>Section 7</b>	<b>Special Terms and Conditions Automated Deposit Service</b>	83-84	
<b>Section 8</b>	<b>Special Terms and Conditions Personal Savings Accounts (on sale)</b>	85-98	
	<ul style="list-style-type: none"> <li>- Danske Prestige Savings Account</li> <li>- Danske Choice Plus Savings Account</li> <li>- Savings Account Plus Account</li> <li>- Summit Account</li> <li>- Danske Discovery Savings Account</li> <li>- Junior Savings Account</li> <li>- Midas Gold Account</li> <li>- Danske eSaver Account</li> <li>- Danske Fixed Term Deposit</li> <li>- Treasury Fixed Term Deposit Account</li> </ul>		
<b>Section 9</b>	<b>Key Features and Special Terms and Conditions Danske Cash ISA (on sale)</b>	99-116	
	<ul style="list-style-type: none"> <li>Danske Cash ISA</li> <li>- Product Information</li> <li>- Special Terms and Conditions</li> <li>Danske Junior Cash ISA</li> <li>- Key Features</li> <li>- Special Terms and Conditions</li> </ul>		
<b>Section 10</b>	<b>Special Terms and Conditions for Danske 3D Secure Special Terms and Conditions for Danske Text Service</b>	117-121	
<b>Section 11</b>	<b>Special Terms and Conditions Personal Current Accounts (off sale)</b>	122-123	
	<ul style="list-style-type: none"> <li>- Danske Prestige</li> <li>- Danske Choice Plus</li> <li>- Danske 24/7</li> <li>- Principal Account</li> <li>- Current Account</li> <li>- ChequeMaster Account</li> <li>- Current Account Plus</li> <li>- CashMaster Account</li> </ul>		
<b>Section 12</b>	<b>Special Terms and Conditions Personal Savings Accounts (off sale)</b>	124	
	<ul style="list-style-type: none"> <li>- SaverPlus Account</li> </ul>		

# Section 1

## Part 1: General information

These General Terms and Conditions are also available in Braille, in large print, on tape and on disk. Please speak to a member of staff for details.

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

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

### Good Banking

We comply with the FCA's requirements to pay due regard to customers' interests and to treat customers fairly.

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

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

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

If you are not happy with any part of our service, please ask us for a copy of our leaflet 'Putting things right for you' 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 the 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>

### Important information about compensation arrangements

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

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

### Things You should know

When You open an account with Us, Your account agreement is with Northern Bank Limited, registered in Northern Ireland (registered number R568) registered office and head office address Donegall Square West, Belfast BT1 6JS. The terms and conditions which We give You when You open an account with Us will apply to that agreement.

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

requirements to pay due regard to customers' interests and to treat customers fairly. Details of our registration can be found at [www.fca.org.uk/register](http://www.fca.org.uk/register), or by contacting the FCA on 0800 11 16768.

Northern Bank Limited is a member of the Danske Bank Group

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

Our VAT Number is GB853759092.

## HOW YOU CAN CONTACT US

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

- phoning Us; or
- writing to Us through eBanking or by post or
- through Our website at [www.danskebank.co.uk](http://www.danskebank.co.uk)

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

	Days	Time	Contact number
<b>General Service</b>	Monday to Friday	8am to 8pm	028 9004 9221/
	Saturday and Sunday	9am to 4.30pm	0345 600 2882
<b>eBanking customer support</b> [technical enquiries and questions about how the service works] [see the notes below]			
<b>Calls within the UK</b>	Monday to Thursday	8am to 8pm	0345 603 1534
	Friday	8am to 5pm	
	Saturday and Sunday	9am to 4.30pm	
<b>Calls from outside the UK</b>	Monday to Thursday	8am to 8pm	+44 2890 049219
	Friday	8am to 5pm	
	Saturday and Sunday	9am to 4.30pm	
<b>24 hour emergency phone numbers - Lost or stolen cards</b>			
Mastercard Standard, Mastercard Standard Plus and Mastercard 24/7			0370 850 2481
From outside the UK			+44 2890 049201
Mastercard Gold			0370 850 2482
From outside the UK			+44 2890 049202
Mastercard Platinum and Mastercard Platinum Plus			0370 850 2487
From outside the UK			+44 2890 049203
Visa Standard			0370 850 2481
From outside the UK			+44 2890 049201
Debit Mastercard			0370 850 2481
From outside the UK			+44 2890 049201

How to contact Us by writing

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

### Notes

1. Support from General Service or eBanking customer support will not be available on bank holidays or other holidays in Northern Ireland when the bank is not open for business.
2. We may record or monitor calls to confirm details of our conversations, for your protection, to train our staff and to maintain the quality of our service. Call charges may vary - please refer to your phone company for more details. Customers calling from mobile phones may be charged a different rate.
3. Please note that the cost to call our Customer Services UK area codes on 0345 or 0370 within the UK is always the same as calling a local or national landline number. eBanking, Danske Mobile Bank and Danske Tablet Bank Apps may be temporarily unavailable when we are carrying out routine maintenance.

## Part 2: Definitions

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

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

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

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

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

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

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

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

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

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

Transaction, a Business Day means any day on which the Bank is open for business as required for the execution of a Payment Transaction;

**"Card"** means either a Debit Mastercard Card issued on Your account bearing a Contactless indicator or a Debit Mastercard Card issued on Your account which does not bear a Contactless indicator;

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

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

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

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

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

**"Cut-off Time"** means a time (as set out in the Payment Table), usually towards the end of the

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

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

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

**"Domestic Electronic Payment"** means a sterling payment which is made and received in the United Kingdom;

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

**"Electronic Signature"** means Your User ID, 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.

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

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

**"FCA"** means the Financial Conduct Authority;

**"Foreign Payment"** means a payment which is made within the UK in a currency other than sterling, or a payment (in any currency) which is made to or from a bank which is not in the UK;

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

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

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

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

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

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

**"Overdraft"** means a facility that allows You to spend more money from Your Account than You have in it;

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

**"Payee"** means the person to whom a payment such

as a cheque is made payable or the owner of an account to which a payment is to be credited (which ever applies);

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

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

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

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

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

**"Personalised Security Credentials"** means the personalised features provided by Us (such as Your PIN, Personal Password, Electronic Signature) to enable You to authenticate Yourself for the purposes of accessing Your Account;

**"PIN"** means the confidential personal identification number that We give You to enable You to access Your Account or Service such as use of a Card;

**"PSR"** means the Payment Systems Regulator;

**"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 24 Hour Telephone Banking or eBanking Services, or allowing You to borrow on Your Account by means of an Overdraft;

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

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

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

**"Third Party Provider"** ("**TPP**") means an independent provider of services which can offer Account Information Services or Payment Initiation Services to You;

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

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

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

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

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

**"Your Branch"** means the branch at which the Account is held. The address of Your Branch will be provided to You when You open Your Account, and on request at any time. If You wish to contact Your branch then You should write to Danske Bank, PO Box 2111, Belfast, BT10 9EG.

### Part 3: General Terms and Conditions Personal Accounts

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

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

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

#### 1. Opening an Account and Services on Your Account

- 1.1 You may apply to open an Account with Us provided that the Account is available to new applicants. The Special Terms and Conditions for the Account will set out any particular requirements which apply to the Account. The Account will be operated in sterling unless the Special Terms and conditions state otherwise.
- 1.2 Before You can open an Account with Us You must provide satisfactory evidence of Your name and address. We can also take up references, if appropriate. You must also confirm that You have received a copy of Our

leaflet 'How we use your personal and business information'.

- 1.3 If required by law or good practice, We can decline an application (without paying interest in respect of any proposed deposit), or end this Agreement at any time, paying interest earned (if any). Any capital or interest due to You can be paid by cheque drawn by the Bank and payable to You and sent to You at the address last known to Your Branch.
- 1.4 You may only use Your Account for personal purposes.
- 1.5 The Bank, in its discretion, provides a range of Services on Your Account. Not all Services are available on all Accounts. A Service is available on Your Account unless these General Terms and Conditions or the Special Terms and Conditions for Your Account indicate otherwise. We can in Our discretion introduce a new Service subject to such fees and service charges as We may decide. Details of any such service will be displayed in Your Branch and on Our Website.

#### 2. Joint Accounts

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

Overdraft. This is known as 'joint and several liability'. Clause 29 deals with Our right of set-off.

- 2.2 Subject to Clause 2.3, the Account can be conducted in joint names and You can request that We accept the instruction of only one of You to operate the Account. This means that each one of You can withdraw all the funds without reference to the other.
- 2.3 If the Account is part of a Package and is in the name of more than one person, We will require the Mandate to confirm that We can accept the instruction of any Account Holder to operate the Account.
- 2.4 If the Account is in the name of more than one person, then in the event of the death of one of You, separation, divorce or any other change in the arrangements between You, You will need to contact Your Branch to discuss the operation of the Account.
  - On the death of one of You, we will contact the surviving Account Holder(s) to discuss the future operation of the Account. We will usually accept instructions from the surviving Account Holder(s) and any credit balance will usually pass to the survivor(s). If the Account is overdrawn, all Account Holders and the estate of the Account Holder who has died are jointly and individually responsible for the debt.
  - If one of the joint Account Holders becomes bankrupt, We will stop the account. It will then be under the joint control of the other Account Holders and the person who is responsible for dealing with the bankrupt Account holder's assets.
  - If We believe that one of the joint Account Holders is no longer mentally capable of



- managing their affairs. We will stop the joint Account. The Account can only be used again as set out in the instructions from a person appointed by the court to manage that person's affairs, and the other joint Account Holders.
- If We receive notice, or We become aware, that there is a disagreement between the joint Account Holders (for example, there is a dispute about the joint Account or the joint Account Holders divorce, or separate), We will stop the Account until all the joint Account Holders have told Us how they want the Account to be used in the future.
- 2.5 If the Account is in the name of more than one person, any Account Holder can terminate the Mandate. We will request the return of any Cards and cheque books. All Account Holders must agree to any variation of the Mandate. In the absence of agreement We may terminate the mandate.
- 2.6 If the Mandate ceases to be effective for any reason, We shall remain entitled to honour any payment instructions and to charge these to the Account and You shall be liable for any transactions or withdrawals (and associated costs, service charges and expenses) made or authorised under the Mandate. It is Your responsibility to ensure that all cheques, Cards and other relevant items are returned to Us as soon as the Mandate ceases.
- 2.7 If You have a joint Account We may send all information about Your Account to the address of the person whose name appears first in Our records for Your Account. You must tell Us if You wish to receive any information or correspondence separately.
- 2.8 If You have a joint account then We will send statements on any current account to all of the joint Account Holders unless You have agreed that We need only send the statements to one of You. All joint Account Holders should take steps to check joint Account statements which show transactions and the Account balance. You must not leave this to only one, or some, of the other Account Holders. By reviewing and monitoring all the payments to and from the account, all joint Account Holders can make sure that the Account is being used in the correct way.
3. **Payments into Your Account**  
Subject to these General Terms and Conditions and to any Special Terms and Conditions for Your Account, payments can be made into Your Account by You or someone else using any of the means set out in Clause 3.3. Each of the Services set out in Clause 3.3 will be available with Your Account unless the Special Terms and Conditions for Your Account state otherwise. The terms and conditions set out in this Clause 3 will only apply (1) to a payment transaction which takes place wholly within the EEA and in an EEA currency and (2) to those parts of any payment transaction which take place within the EEA where either of the following applies:  
(a) both the Payer and the Payee are in the EEA but the currency of the transaction is not an EEA currency; or  
(b) either, but not both, the Payer and the Payee is in the EEA (irrespective of what currency the transaction is in).
- 3.1 **Payments into Your Account – timescales that apply**  
Part 1 of the Payment Table sets out the timings that will normally apply to payments made into Your Account. You should be aware that the Payment Table is subject to various assumptions as referred to therein. The date of receipt of a payment into Your Account will be the Entry Date as set out in the Payment Table. Payments into Your Account received after the Cut-off time may be credited on the following Business Day and the time periods referred to in the Payment Table will be calculated accordingly.
- 3.2 **Fees and Service Charges**  
Where You ask Us to make a payment into Your Account then fees and service charges may apply as set out in Our 'Fees and service charges explained' and 'Fees and service charges explained - foreign payments' leaflets.
- 3.3 **Payments into your account – Services available**  
In relation to each of the Services set out below it is Your responsibility to ensure that the information which We are provided with in order to make the payment is accurate. With the exception of a cheque payment into Your Account, We will be liable only for the execution of the payment request in accordance with the Sort Code and Account Number for the Payee or, where applicable, the BIC and IBAN for the Payee (the BIC is not required for Euro payments to EEA countries) which has been provided to Us with the payment, irrespective of any other information that may have been provided to Us with the payment request. It is very important that the Payer checks this

information carefully before authorising the payment. Further information on Our liability is set out in Clause 6.

We may refuse to make a payment into Your Account where You have not provided Us with the information that We require or where it is reasonable for Us to refuse to make the payment. We will, where possible, notify You if We refuse to make a payment into Your Account and advise You of Our reasons.

### 3.3.1 Cash Payments into Your Account

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

- (i) by using the Express Deposit Service - the terms and conditions for that Service will apply;
- (ii) by using an Automated Deposit machine in one of Our Branches - the Special Terms and Conditions - Automated Deposit Service will apply;
- (iii) by using the Post Office® - You may pay cash, in the form of sterling notes or sterling coins, into Your Account at Post Office® branches in the UK using a valid Card for the Account that You wish to credit. We will use the details from the Card to identify the Sort Code and Account Number of the Account to be credited. You may deposit up to £20,000 in sterling notes and up to £250 in sterling coins in a single deposit (restrictions may apply in some Post Office® branches - ask Us for further details). All sterling notes

must be sorted by denomination before being presented and all sterling coin must be sorted by denomination and presented in full bags. You will be provided with a printed acknowledgement by the Post Office® on completion of the lodgement which You should retain for Your own records. (Cash deposits made to Your Account at a Post Office® branch will be value dated and made available to You immediately. Although Your available balance will be adjusted immediately the Entry Date on Your statement will be the next Business Day. Please refer to the Payment Table for further details).

- (iv) by using one of Our Branches - You can pay in sterling notes and coins into Your Account. We may set limits on the amount of cash that You can pay in over the counter at one of Our Branches. We may also agree to accept payments into Your Account at one of Our Branches in a currency other than sterling. If We do so We will use the Danske Bank Exchange Rate (UK) in accordance with Clause 17. We will advise You of the rate before We convert the foreign currency into sterling.
- (b) In order to make a cash payment into Your Account You must ensure that We are provided with the correct Sort Code and Account Number or; where applicable the BIC and IBAN for Your Account or; for payments into Your Account using Your Card the details from the Card - otherwise the payment may be paid into

the wrong account.

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

### 3.3.2 Cheque Payments into Your Account

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

### 3.3.3 Domestic Electronic Payments

- (a) A Domestic Electronic Payment is a payment which has been received from another UK Bank using FPS, CHAPS or Bacs. Domestic Electronic Payments can be paid by way of credit transfer or Standing Order.
- (b) In order to make a Domestic Electronic Payment into Your Account You must ensure that We are provided with the correct Sort Code and Account Number, or where applicable, the BIC and IBAN for Your Account otherwise the payment may be paid into the wrong account.
- (c) You give Your consent for the payment to be made into Your Account when We receive a valid request, through FPS, CHAPS or Bacs to credit Your Account. If You wish to withdraw Your consent to a payment that has been made into Your Account in this way then You should contact Your Branch and provide Us with such further information as We may request. You are reminded that if You receive a payment by mistake then You

are legally obliged to inform Us so that We can take the necessary steps to return the funds to the Payer.

### 3.3.4 Foreign Payments into Your Account

- (a) A Foreign Payment is an Electronic Payment into Your Account which is not in sterling or which is made from a bank which is not in the UK. Such payments may be received by Us through various payment systems for example, SWIFT. We will convert the payment to sterling before We credit it to Your Account using the Danske Bank Exchange Rate (UK) for the relevant currency. Fees and service charges may apply as set out in Our 'Fees and service charges explained - foreign payments' leaflet.
- (b) In order to make a Foreign Payment into Your Account You must ensure that We are provided with the correct Sort Code and Account Number, or where applicable, the BIC and IBAN for Your Account otherwise the payment may be paid into the wrong account.
- (c) You give Your consent for the payment to be made into Your Account when We receive a valid request, through the relevant payment system to credit Your Account. If You wish to withdraw Your consent to a payment that has been made into Your Account in this way then You should contact Your Branch and provide Us with such further information as We may request. You are reminded that if You receive a payment by mistake then You are legally obliged to inform Us so that We can take the necessary steps to return the funds to the Payer.

### 3.3.5 Internal Transfers

- (a) An Internal Transfer is an Electronic Payment into Your Account which has been made from another Account held with Us - whether in Your name or the name of someone else.
- (b) In order to make an Internal Transfer into Your Account You must ensure that We are provided with the correct Sort Code and Account Number for Your Account otherwise the payment may be paid into the wrong account.
- (c) You give Your consent for the payment to be made into Your Account when We receive a valid request, through Our internal systems to credit Your Account. If You wish to withdraw Your consent to a payment that has been made into Your Account in this way then You should contact Your Branch and provide Us with such further information as We may request. You are reminded that if You receive a payment by mistake then You are legally obliged to inform Us so that We can take the necessary steps to return the funds to the Payer.

### 3.3.6 Card Payments into Your Account

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

## 4. Cheque Payments into Your Account

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

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

(the 'Cheque Clearing System') that We use. The cheque will be processed in accordance with the timelines set out in the relevant section of Part 1 of the Payment Table. A cheque can be processed using the paper clearing process ('the Paper Clearing Process') or using the image clearing process ('the Image Clearing Process'). You will not necessarily know which process will apply when You lodge a cheque to Your Account since this will depend upon which process is used by Us, any collecting bank and the Payer's bank at the time when the cheque is presented. It is envisaged that more and more cheques will be processed using the Image Clearing Process and that eventually (by the end of 2018) all sterling cheques drawn on a UK bank will be processed using the Image Clearing Process.

- 4.1.2 When You lodge a cheque to Your Account and the Image Clearing Process is used You agree that once the cheque has been presented for payment, the original cheque will be destroyed within three Business Days. Where the cheque is returned unpaid, You have a right to receive an image of the cheque together with a notice setting out the reason why the cheque has not been paid. The reason will no longer be notated on the original cheque or on the image of the cheque, but will be recorded within the Cheque Clearing System. This means that a cheque cannot be paid twice. We can also supply You with a certified image of the cheque subject to the payment of the relevant fees and service charges set out in Our 'Fees and service charges explained' leaflet. We agree that the image of the

cheque will be created and produced in compliance with the rules of the Cheque Clearing System. You can ask Us for a copy of the rules of the Cheque Clearing System. You agree that, provided We can give You an image of the cheque, as set out in this clause, We will not be responsible to You if You suffer any loss as a result of the original cheque having been destroyed.

- 4.1.3 Where You have received a notice that a cheque You have lodged to Your Account has been returned unpaid, the notice will also inform You whether or not the cheque can be re-presented for payment. The notice will be sent to You by first class post to the address that We hold for You on Our records or by such other means as We may deem appropriate. If the Image Clearing Process has been used the notice that We send You will include an image of the cheque. If the Paper Clearing process is used the notice will include the original cheque and the reason why the cheque has not been paid will be written on the cheque.
- 4.1.4 Sterling cheques drawn on a UK Bank may be paid into Your Account at most Post Office® branches in Northern Ireland (see our Website for details of any restrictions on this service). To use this service You must place the cheque(s) together with a completed pre-printed Bank Giro Credit into a deposit envelope which is specifically branded with the Danske Bank logo and the Post Office® logo for this purpose. You must follow the instructions which are detailed on the envelope and then give the sealed envelope to a Post Office® teller who will issue You with a printed acknowledgement which You

should keep for Your own records. This service cannot be used to make a special presentation of a cheque for payment. If You use this service to make a deposit to Your Account before the cut off time which applies in the Post Office® branch where You make the deposit then We will receive the envelope on the next Business Day and that will be the Entry Date which appears on Your statement. Further details are set out in the Payment Table. If there is a discrepancy between the amount entered on the Bank Giro Credit slip and the amount found in the envelope or there is any other reason why We cannot process the lodgement We will contact You, where possible, to advise You.

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

a cheque may not be able to go through the Clearing Cycle and may take longer to be cleared.

#### 4.3 Non-Sterling Cheques

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

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

#### 4.4 General provisions about cheques

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

- 4.4.2 We may, at Our discretion, request that cheques (including sterling cheques drawn on a bank outside the UK and non-sterling cheques) are sent for collection. If a cheque is sent for collection then it does not go through the Clearing Cycle and the Value Date will be the date that the proceeds are received from the drawer's bank. The funds will be credited to Your Account on the Value Date and the Withdrawal Date and Guaranteed Date will also be the same as the Value Date. The collection process can take several weeks and is dependent upon the time taken by the paying bank to process the request.
5. **Payments out of Your Account**  
Subject to these General Terms and Conditions and to any Special Terms and Conditions for Your Account, payments out of Your Account can be made by You or someone authorised by You (in accordance with a Mandate) using any of the Services set out in Clause 5.5. Each of the Services set out in Clause 5.5 will be available with Your Account unless the Special Terms and Conditions for Your Account state otherwise. The terms and conditions set out in this Clause 5 will only apply to (1) a payment transaction which takes place wholly within the EEA and in an EEA currency and (2) those parts of any payment transaction which take place within the EEA where either of the following applies:
- (a) both the Payer and the Payee are in the EEA but the currency of the transaction is not an EEA currency; or
  - (b) either, but not both, the Payer and the Payee is in the EEA (irrespective of what currency the transaction is in).
- 5.1 **Payments out of Your Account - insufficient funds**  
In relation to each of these Services if You do not have sufficient cleared funds in Your Account or a sufficient overdraft on Your Account, by the Cut-off time set out in the Payment Table on the day that an item is due to be paid You cannot be sure that the payment will be made. We will check the balance on Your Account up until the Cut-off time on the day that the payment is due to be made. If there are sufficient funds in Your Account when We check the balance We will pay the item.  
**Further information on the fees and service charges and interest rate that applies when You have insufficient funds in Your Account to pay an item that has been presented can be found in Our 'Fees and service charges explained' and 'Interest rate' leaflets.**
- 5.2 **Payments out of Your Account - timescales and Spending Limits that apply**  
Part 2 of the Payment Table sets out the timings that will normally apply to payments made out of Your Account. You should be aware that the Payment Table is subject to various assumptions as referred to therein. **We reserve the right to restrict the amount that You can withdraw from Your Account depending on the Service that You are using. Spending Limits are set out in the Payment Table and are subject to change. Spending Limits (such as a limit on the amount of cash You can withdraw from a cash machine per day) are set out in the Payment Table.** We will give You reasonable notice of any changes to the Spending Limits where it is possible to do so. You can view the current Spending Limits at [www.dankebank.co.uk/docs](http://www.dankebank.co.uk/docs) by clicking on the Payment Table.
- 5.3 **Fees and Service Charges**  
Where You ask Us to make a payment out of Your Account then fees and service charges may apply as set out in Our 'Fees and service charges explained' and 'Fees and service charges explained - foreign payments' leaflets.
- 5.4 **Granting someone else authority to make payments out of Your Account**
- 5.4.1 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 Clauses 5.4.2 - 5.4.6.
- 5.4.2 You can give someone a Mandate to access Your Account by using Services available at Our Branch counters or to sign cheques on Your Account.
- 5.4.3 You can authorise someone to access Your Account using Our 24 Hour Telephone Banking Service and We will issue them with the Telephone Banking Security Information to enable them to access Your Account using Our 24 Hour Telephone Banking Service.
- 5.4.4 You can authorise someone to access Your Account using a Debit Mastercard on Your Account. We will issue them with a Debit Card which will have the name of the person You have authorised on it and We will issue that person with a PIN. They can only access Your Account using the Debit Card and, where applicable, the PIN. The person You

have authorised is known as an Additional Cardholder.

- 5.4.5 (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 Clause 5.5.9.
- (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. Where the Account is a joint account then any of the Account-holders can access the Account using the services of a TPP. If one of the joint account holders has told Us that they do not want the Account to be accessed using the services of a TPP then none of the Account-holders will be able to access the Account using the services of a TPP. 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 Clause 5.5.9 (d).

- 5.4.6 The person that You have authorised to access Your Account using one of the means set out in this Clause 5.4 can give Your consent to make 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.
- 5.4.7 You can ask Us to terminate a Mandate that You have given to someone else and We will comply with that instruction. You must contact Us in one of the ways set out in “How to contact Us”.
- 5.5 Payments out of your account – Services available  
In relation to each of the Services set out below it is Your responsibility to ensure that the information which You provide to Us in order to make the payment is accurate. With the exception of a cheque payment out of Your Account, We will be liable only for the execution of the payment request in accordance with the Sort Code and Account Number for the Payee or, where applicable, the BIC and IBAN for the Payee (the BIC is not required for Euro payments to EEA countries) which You have provided to Us, irrespective of any other information that

You may have provided to Us. It is very important that You check this information carefully before authorising the payment. Further information on Our liability is set out in Clause 6.

#### 5.5.1 Direct Debits

- (a) A Direct Debit is an instruction from You to Us confirming that we may pay money out of Your Account to a specified third party (the ‘Originator’). It authorises the Originator to collect varying amounts from Your Account. You can only set up sterling Direct Debits from Your Account with Us. Direct Debits are protected by the Direct Debit Guarantee Scheme. If an error is made in the payment of Your Direct Debit, by the Originator or by Us, You are entitled to a full and immediate refund of the amount paid from Your Account. If You receive a refund You are not entitled to, You must pay it back when We ask You to. Further details about the Direct Debit Guarantee Scheme can be found at [www.directdebit.co.uk](http://www.directdebit.co.uk)
- (b) In order to set up a Direct Debit on Your Account the Originator must provide Us with a completed Direct Debit Instruction which should include the Sort Code and Account Number for the Account which You want Us to debit and the Sort Code and Account Number of the account to which the funds are to be transferred. Sometimes the Originator will also require You to provide a meaningful reference so that the Originator can identify Your payment.
- (c) You provide Your consent by completing the Direct Debit Instruction. The

Originator may ask You to sign the Instruction or may collect Your consent in some other way. If You want to withdraw Your consent then You should contact Your Branch and We will make no further payments under the Direct Debit Instruction. You should contact Us before the close of business on the day before the next payment is due to be made from Your Account. You cannot withdraw Your consent to a payment which has already been debited to your Account .

#### 5.5.2 Standing Orders

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

- (i) Internal Standing Order to service a mortgage or loan account with Us- If You make a payment by internal Standing Order to a loan or mortgage account with Us, the date that We take the loan or mortgage repayment will be the date that the loan or mortgage repayment is due to be paid. This date will be set out in Your loan or mortgage agreement. If You do not have sufficient cleared funds in Your Account, or a sufficient overdraft on the due date then We will continue to check Your Account for a further 4 Business Days. If at the time that We check Your Account balance during that period, there are sufficient funds

in Your Account to make the payments We will debit Your Account and make the repayment to Your loan or mortgage account. We will treat the date and time that there are sufficient funds in Your Account to make the payment as the time of receipt of Your instruction. If, during the 4 Business Days after the due date for Your loan or mortgage repayments, We have not been able to make the payments, We will contact You to advise You that the payment has not been made. You should always make sure that there are sufficient funds in Your Account to make Your regular loan or mortgage repayments on the due date as set out in Your agreement. Any delay in making Your regular loan or mortgage repayment will result in You having to pay more interest on that mortgage or loan account.

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

fall on a Business Day) and arrive in the Payee's bank's account on the same day.

- (iv) Foreign Currency Standing Order  
You can set up a Standing Order to make a payment to a foreign bank account. The payment will leave Your Account on the date specified (or the next Business Day if the date You have specified is not a Business Day). If the payment is to be made in a currency which is not the same currency as Your Account then We will convert the payment before it is sent using the Danske Bank Exchange Rate (UK). The payment will be credited to the Payee's Account as set out in the Payment Table.
- (b) In order to set up a Standing Order on Your Account You should complete a Standing Order instruction form containing the following information:
  - (i) the name of the Payee;
  - (ii) the Sort Code and Account Number of the account to which the funds are being transferred (or the Payees BIC and/or IBAN if the payment is being sent outside of the UK);
  - (iii) the Sort Code and Account Number of the account from which the funds should be sent; and
  - (iv) Any other information that We may require from You in order to enable Us to make the payment (such as the first payment date and the last payment date).

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

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

If We are advised of a change of Sort Code and/or Account Number for a beneficiary named in a Standing Order (such change being advised to Us through Standing Order File Amendment), We will make these changes to the Standing Order instruction with Us and You consent to Us making these changes. You can withdraw consent by contacting Your Branch, or by telephoning Us. Some Standing Orders may also be cancelled via eBanking. You cannot withdraw Your consent to the Standing Order after the close of business on the business day before the next payment is due to be paid (unless You, and We agree otherwise).

### 5.5.3 Cash Payments

- (a) You can withdraw cash from Your Account in a number of ways. If You withdraw Cash using Your Debit Card, for example at a Post Office® or at a cash machine, then the Special Terms and Conditions – Debit Mastercard Personal Card will apply. You can also withdraw cash from Your Account at any of Our Branches as set out below. You can also ask Us to issue You with a banker's draft instead of cash.
- (b) In order to make a cash withdrawal or request a banker's draft at one of Our Branches you will need to confirm Your identity using a means that is acceptable to us, quote the Sort Code and Account

Number of the Account from which the payment is to be made and sign the withdrawal slip.

- (c) You give Your consent by signing the withdrawal slip. It is Your responsibility to check that the amount of the cash (or the banker's draft) You have been given in response to Your request is correct. You must draw any discrepancy to Our attention immediately. You cannot withdraw Your consent to make a cash withdrawal from Your Account once the payment has been made.

### 5.5.4 Payments using Your Debit Card

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

### 5.5.5 Payments using eBanking

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

### 5.5.6 Payments using 24 Hour Telephone Banking Service

You can make a payment out of Your Account using 24 Hour Telephone Banking. The Special Terms and Conditions 24 Hour Telephone Banking will apply.

### 5.5.7 Foreign Payments

- (a) A Foreign Payment is an Electronic Payment out of Your Account which is either:
- (i) to a Payee whose bank is not in the UK. (Any such payment can be in sterling or You can ask Us to convert the payment to the foreign currency before We send the payment); or
  - (ii) to a Payee whose Bank is in the UK but You ask Us to convert the payment to a

currency which is not sterling before the payment is made.

If You make a foreign payment using eBanking then the Special Terms and Conditions – eBanking will apply. You can make a Foreign Payment at one of Our Branches as set out below

- (b) In order to make a Foreign Payment at one of Our Branches You will need to confirm Your identity, quote the Sort Code and Account Number of the Account from which You wish to make the payment and then complete the information set out in the International Money Transfer application form. This will include the Payee name, the Sort Code and Account Number or, where applicable the BIC and IBAN for the Payee's Account and the amount that You wish to transfer. We will also need You to tell Us whether You want the payment to be made in sterling or whether You wish Us to convert the payment to a foreign currency before the payment is sent. There will be fees and service charges for this Service as set out in Our 'Fees and service charges explained – foreign payments' leaflet.

- (c) You give Your consent to make the Foreign Payment by signing the International Money Transfer application form. You cannot withdraw Your consent once the payment has been made.

### 5.5.8 Domestic Electronic Payments

- (a) A Domestic Electronic Payment is a payment in sterling that is made to another Bank in the UK. You can make a Domestic Electronic Payment using various means. The Special Terms and Conditions for the Service that You



choose to make the payment will apply. You can also make a Domestic Electronic Payment at one of Our Branches as set out below. We will use the Faster Payments Service to make the payment unless the Payee's Bank is unable to receive payments using that means, in which case You may choose to send the payment either by CHAPS or by Bacs.

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

#### 5.5.9 Third Party Providers (TPPs)

- (a) 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 any of Your Accounts which are accessible online. Your Account will be accessible online unless the Special Terms and

Conditions for Your Account state otherwise. You will need to be registered for eBanking to use these services. The following types of services are offered by TPPs.

- (i) Account Information Services  
These TPPs allow customers to consolidate different accounts they have with one or more banks, for purposes only of reviewing the consolidated position, and they then offer a range of associated services including for example budgeting and financial planning tools. Further information is set out in Clause 8.
- (ii) Payment Initiation Services  
These TPPs help customers to make online credit transfers and inform the merchant immediately of the payment initiation, allowing for immediate despatch of goods or services. This is an alternative to paying online using a debit or credit card. If You have a credit card account with Us then You will need to refer to the Credit Card Card Terms and Conditions. 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.

- (b) 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 Third Party Provider will be made from the Account as a credit transfer even though the Account is one of Our Credit Cards or is an Account on which one of Our Debit Cards has been issued. Further information on how this may impact on the protections that You have is set out in Clause 6.5.5.

- (c) You 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 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 at [www.danskebank.co.uk/psd2ob](http://www.danskebank.co.uk/psd2ob). 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 Accounts - including

being able to access all the information that You can access in eBanking and make payments from Your Accounts in the same way as You can. This means for example that future dated payments including Standing Orders can be set up on Your Account. The TPP may ask for Your Electronic Signature on its own website or it may redirect You to the eBanking log on page within the Danske Bank 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.

- (d) You will be able to access Your Accounts using the services of a TPP which uses the Open Banking APIs, unless You tell Us otherwise. 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 any of Your Accounts using a TPP. If You, or in the case of a joint account,

any one of the Account-holders do not do this then You will be able to access Your Accounts using the services of a TPP;

- (b) You want an Authorised User who has an Electronic Signature with “full rights” to access Your Accounts using a TPP; If You do not do this then the Authorised User will not be able to access Your Accounts using the services of a TPP;
- (c) Where You have granted an Authorised User rights to access Your Accounts 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 withdraw Your consent to any Authorised User then no Authorised User will be able to access the Account(s) using the services of a TPP. If You, or an Authorised User who has an Electronic Signature which allows them to access Your Accounts, 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 Accounts 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.

#### 5.510 Cheque Payments out of Your Account

Please refer to Clause 10 for the terms and conditions that apply.

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

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

- if You ask Us to make a payment out of Your Account using a means which is not set out above then You will give Your consent to make the payment using a means that We ask You to - this may be Your signature, a verbal telephone consent after We have confirmed Your identity by whatever means We deem appropriate or by any other means that We have agreed with You. In all cases We will require You to provide Us with the Sort Code and Account Number for the account from which the payment is to be made and the Sort Code and Account Number (or where applicable) the BIC and IBAN for the Payee's bank account. In all cases You cannot withdraw Your consent once the payment has been made.
- where We have received an order of a court or other regulatory body or a request from a government body (such as HMRC) which has the necessary legislative authority to make such a request We will comply with the order or request without the need for any further consent from You.

- where We have received a request to return a payment from a bank that made a payment into Your Account as a result of a mistake or error [for example, that bank has incorrectly sent the payment twice] We will take the payment out of Your Account and send it back to the bank which has made the request. We will only do this where the request to return a payment is made through an appropriate industry body such as CHAPS Clearing Company Limited or Bacs Payment Schemes Limited. We will take the payment out of Your Account even in circumstances where We have already permitted You to make a payment out of Your Account or where it would make Your Account go overdrawn. If Your Account goes overdrawn then the provisions of Clause 14 will apply.
- If We have received a request to return a payment that has been made into Your Account where the Payer has told his/her bank that the payment was made by mistake You agree that We may take the following actions:
  - (i) We may decide to protect the funds. This means that We would take the funds out of Your Account and credit them to a suspense account. We will only do this where We have reasonable cause to believe that the payment has been made by mistake.
  - (ii) We will contact You to advise You of the action that We have taken and We will also advise You that We intend to return the funds to the Payer's bank 15 Business Days after the date of Our letter to You.

- (iii) If You object to the action that We have taken or that We propose to take then You must advise Us before the 15 Business Day period has ended and You must state the reasons why You object. If You do not object within the period set out above then We will return the payment to the Payer's bank and there will be no requirement for Us to obtain any further consent from You.
  - (iv) If You object to Us returning the funds to the Payer's bank, or there are insufficient funds in Your Account to return the payment, then We will still co-operate with the Payer's bank in its efforts to recover the funds and this means that We can provide Your name and address details to the Payer's bank and they can share that information with the Payer. Before sharing Your name and address with the Payer the Payer's bank should give You notice that that is what they intend to do.
- 6. Our Liability to You**  
Where You instruct Us to make a payment or a series of payments from Your Account, it is Our responsibility to ensure that We carry out Your instructions in accordance with these terms and conditions. If We fail to meet any of Our obligations under this Clause 6 then You can make a claim as set out in Clause 6.4.
- 6.1 Our Obligation to execute a payment request and to do so correctly [excluding cheque payments]**

Our obligations under this Clause 6.1 only apply where both the Payer and the Payee are in the European Economic Area.

- 6.1.1** If You initiate a payment out of Your Account as Payer, We are responsible for making sure that We execute it in accordance with Your instructions. We are liable only for the execution of the payment transaction in accordance with the Sort Code and Account Number, or where applicable the BIC and IBAN, for the Payee's bank account that You provided with the payment instruction. This is the case even though You may have given Us additional information about the Payee. If We can prove to You that We executed the payment correctly in accordance with Your instructions then We will not be liable to You for any loss that You may have incurred. In these circumstances the Payee's bank is liable to the Payee for the correct execution of the payment and must credit the Payee's account immediately and make the funds immediately available to the Payee. If You initiate a payment into Your Account as Payee, We are responsible for making sure that We correctly transmit the payment order to the Payer's bank in accordance with Your instructions. We are liable only for the execution of the payment transaction in accordance with the Sort Code and Account Number, or where applicable the BIC and IBAN, for the Payer's bank account that You provided with the payment instruction. This is the case even though You may have given Us additional information about the Payer.
- 6.1.2** Where You request Us to We will immediately and without charge make efforts to trace any non-executed or defectively executed

payment transaction and notify You of the outcome.

6.1.3 Subject to Clause 6.5.4, if we fail to meet Our obligations as set out in Clause 6.1.1 and as a result the payment is not made or is made incorrectly We will refund the full amount of the payment to You and restore Your Account to the position it would have been in had the mistake not occurred, or, if applicable, We will re-transmit the payment order to the Payer's bank. We will be liable to You for any charges for which You became responsible and any interest You had to pay as a result of Our mistake.

6.1.4 Where the payment was initiated through a TPP We will refund the full amount of the payment to You and restore Your Account to the position it would have been in had the mistake not occurred as soon as We are made aware of the matter. We will be liable to You for any charges for which You became responsible and any interest You had to pay as a result of the mistake even where the mistake was made by the TPP. We are entitled to seek recourse from the TPP if the mistake was attributable to the TPP. We may seek Your assistance where it is reasonable and necessary to do so in order to make such a claim.

6.2 Our obligation to execute a payment request (excluding cheque payments) in accordance with the timescales set out in the Payment Table

Our obligations under this Clause 6.2 only apply to those parts of the payment transaction which take place within the European Economic Area.

6.2.1 We are responsible for making sure that We execute a payment request made by You, whether as Payer or Payee, in accordance with the timescales set out in the Payment Table. We reserve the right to suspend or delay a payment either into or out of Your Account where We, acting reasonably, decide to carry out further checks. This could happen, for example, where We suspect fraud. In these circumstances, if We decide after investigation to make the payment then We will still comply with the timescales for execution of payments set out in the Payment Services Regulations.

6.2.2 Subject to Clause 6.5, if we fail to comply with Our obligation set out in Clause 6.2.1 then, if You are the Payer, We will request the Payee's bank to ensure that the Value Date of the payment is no later than the date it should have been had the payment been made in accordance with the timescales set out in the Payment Table. We will do this whether the payment request was made directly to Us (by You or the Payee) or initiated through a TPP. If You are the Payee, We will ensure that the amount of the transaction is given a Value Date on Your Account which is no later than the date that it should have been had the payment been transmitted correctly in accordance with the Payment Table. If, as a consequence of the late execution of the payment transaction, You incur any charges or interest We will refund those to You.

6.3 Our obligation to ensure that You have given Your consent to a payment out of Your Account (excluding cheque payments)  
Our obligations under this Clause 6.3 only

apply to those parts of the payment transaction which take place in the European Economic Area.

6.3.1 We are responsible for making sure that a payment is not made out of Your Account unless You have given Us Your consent in one of the ways set out in Clause 5.5. We are responsible for applying Strong Customer Authentication before making a payment out of Your Account where the Payment Services Regulations require Us to do so. You can find out more about the circumstances where Strong Customer Authentication is required on our website at [www.danskebank.co.uk/psd2ob](http://www.danskebank.co.uk/psd2ob).

6.3.2 Subject to Clause 6.5 if We fail to comply with Our obligations as set out in Clause 6.3.1 We will refund the full amount of the payment to You and restore Your Account to the state it would have been in had the mistake not occurred. We will be liable to You for any charges for which You became responsible and any interest You had to pay as a result of Our mistake.

6.3.3 If the Payee or the Payee's bank does not accept Strong Customer Authentication in circumstances where We are required to apply Strong Customer Authentication and a payment is made out of Your Account which You have not consented to then We will still refund You as set out in Clause 6.3.2. In these circumstances We are entitled to seek compensation from the Payee or the Payee's bank. We may seek Your assistance where it is reasonable and necessary to do so in order to make such a claim.

6.4 How to make a claim under this Clause 6

6.4.1 You should contact Us as soon as You

become aware that a payment out of Your Account has been incorrectly executed, not executed, executed late or where You have not provided Your consent to make the payment.

- 6.4.2 If Your claim relates to a payment that You say You have not authorised We may ask You to complete and return a form to Us which will require You to give Us details about the payment. We will investigate the payment, make further enquiries and may pass information about the payment to other third parties including the police. We will only do this where it is necessary and reasonable to investigate Your claim.
- 6.4.3 If You are entitled to a refund under Clause 6.1.3, 6.1.4, 6.2.2 or 6.3 We will credit Your Account with the refund as soon as practicable and in any event no later than the end of the Business Day following the day on which You have advised Us that the payment was not executed, executed incorrectly or executed without Your consent.
- 6.4.4 Even though We may have granted You a refund under Clause 6.3 if, following further investigation, We are satisfied that You did give Your consent to make the payment then We will debit the refunded amount from Your Account without the need for any further consent from You. We will contact You to tell You the reasons for making the debit.
- 6.5 Limitations on Our Liability under this Clause 6
- 6.5.1 Subject to Clause 7.5, We will not provide You with a refund under Clause 6.3 where:
- (a) If Your Account was in credit at the time that the payment was made, We have reasonable grounds to suspect that You:
    - (i) have acted fraudulently; or

- (ii) have, with intent or gross negligence failed to comply with Your obligations as set out in Clause 7.1 - 7.3.
- (b) If Your Account was in debit at the time that the payment was made, We have reasonable grounds to believe that:
- (i) You authorised the payment; or
  - (ii) the transaction was carried out with Your consent; or
  - (iii) where Your Debit Card was used to make the payment, the person using the Card acquired it with Your consent.
- 6.5.2 (a) We will not be responsible to You under this Clause 6 where any failure on Our part was due to (i) abnormal or unforeseeable circumstances beyond Our control, the consequences of which would have been unavoidable despite all Our efforts to the contrary or (ii) Our obligation to comply with any other provisions of applicable laws.
- (b) We will not be responsible to You for the amount of any payment transaction which occurs as a result of a fault in Our systems if the fault was obvious to You or You were told about it by a message or notice at the time of use.
- 6.5.3 We are not liable to meet any of the requirements set out in this Clause 6 where the payment transaction was based on a paper cheque of any kind including traveller's cheques or bankers' drafts.
- 6.5.4 You must contact Us in one of the ways set out in Part 1 of these General Terms and Conditions - Personal Accounts as soon as possible, and in any event, within 13 months of the debit date on becoming aware of any unauthorised, unexecuted or incorrectly executed payment. Provided that We have

complied with Our obligations to You We are not liable to restore or refund Your Account under this Clause 6 if You contact Us more than 13 months after the relevant debit date. The 13 month time limit does not apply to a claim under Clause 6.3 where Your Account was in debit - but You should still make Your claim as soon as You become aware of the unauthorised transaction. This also does not apply to a claim under Clause 6.3 where a payment was made from Your Account under the Direct Debit Guarantee Scheme. There is no time limit in relation to a claim under the Direct Debit Guarantee Scheme. For any debit to Your Account which was made more than 13 months before the date of Your claim We may take longer, acting reasonably, to investigate Your claim before We decide whether or not to make a refund.

6.5.5 Where a payment out of Your Account is made using Your Debit Card then the Special Terms and Conditions for the Card will apply. This means that We may be able to attempt a chargeback of a disputed transaction as set out in Clause 5.10 of the Special Terms and Conditions - Debit Mastercard Personal Card.

6.5.6 Any payments out of Your Accounts when You are using the Services of a TPP will be treated as credit transfers. This means that the provisions of this Clause 6 will apply and We will not be able to make a claim under the chargeback provisions set out in Clause 5.10 of the Special Terms and Conditions - Debit Mastercard Personal Card (even though a Debit Card is linked to the Account) or a claim either under Section 75 of the Consumer Credit Act 1974 or the chargeback provisions if the Account that

You are accessing through the TPP is one of Our credit cards.

#### 7. Your Liability to Us (excluding cheque payments)

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

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

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

Nothing in this Clause prevents You from giving Your Electronic Signature to a TPP which is authorised and regulated by the FCA 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.

7.2 You can notify Us, under Your obligation set out in Clause 7.1, by contacting Us in one of the ways set out in Part 1 of these General Terms and Conditions - Personal. We will keep a record of any notification that You made to Us under this Clause 7.2 for a minimum period of 18 months and We

will, on request, provide You with a copy of this record.

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

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

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

- (a) where Your Account was in credit at the time the payment was made that:
- (i) You have acted fraudulently; or
  - (ii) You have with intent or gross negligence, failed to comply with Your obligations under Clause 7.3. or
- (b) where Your Account was in debit at the time:
- (i) You authorised the payment; or
  - (ii) the transaction was carried out with Your consent; or
  - (iii) where Your Debit Card was used to make the payment, the person using the Card acquired it with Your consent.

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

- (i) a payment that was made after You notified Us in accordance with Clauses 7.1. and 7.2;
- (ii) You have been unable to notify Us because We failed to provide You with a means to do so under Clause 7.2;
- (iii) where We are required under the Payment Services Regulations to apply Strong Customer Authentication but We have not done so; You can find out more about our obligations to apply Strong Customer Authentication on our website at [www.danskebank.co.uk/psd2ob](http://www.danskebank.co.uk/psd2ob)
- (iv) the payment transaction was in respect of the purchase of goods or services at a distance (which is where the goods or services have been sold exclusively using a means of distance communication and where the contract was concluded without the simultaneous physical presence of the trader and the consumer). Clause 7.5(iv) does not apply to payments made in relation to a contract of the following types:
  - (a) concluded by means of automatic vending machines or automated commercial premises;
  - (b) concluded with a telecommunications operator through a public telephone for the use of the telephone;

- (c) concluded for the use of one single connection, by telephone, internet or fax, established by a consumer;
- (d) under which goods are sold by way of execution or otherwise by authority of law.

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

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

- (g) within the scope of 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.

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

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

- 8.1 The TPP will ask You to give Your explicit consent before they can access Your Account. This means that the TPP should make available to You the information that You need to make an informed decision so that You understand what You are consenting to.
  - (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 [www.danskebank.co.uk/psd2ob](http://www.danskebank.co.uk/psd2ob).

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. Clause 8.2 provides You with more information on the legal obligations of the TPP as regards the use of Your information.

- 8.2 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 it uses safe and efficient channels to provide their services to You. A TPP should not request more information than is absolutely necessary to provide the specific service that it is offering to You.
- 8.3 A TPP which provides an Account Information Service may store Your Personalised Security Credentials if it is necessary to provide the Account Information Service.
- 8.4 We will treat a request from an Account Information Service TPP in the same way as We treat a request received from You except where You are a party to a joint account in which case if We receive a request made through an Account Information Service TPP We will release information about both parties to the joint account. Any information You have recorded on Your Account about any third parties will also be released.
- 8.5 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 any of Your Accounts using a TPP. If You, or in the case of a joint account any one of the Account-holders do not do this then You will be able to access Your Accounts using the services of a TPP;
    - (b) You want an Authorised User who has an Electronic Signature with "full rights" to access Your Accounts using a TPP; If You do not do this then the Authorised User will not be able to access Your Accounts using the services of a TPP;
    - (c) Where You have granted an Authorised User rights to access Your Accounts 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 withdraw Your consent to any Authorised User then no Authorised User will be able to access the Account(s) using the services of a TPP. If You, or an Authorised User who has an Electronic Signature which allows them to access Your Accounts, 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 Accounts 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.
- 8.6 If You experience detriment caused by Your Account Information Service Provider (AISP) other than in relation to an unauthorised payment You should contact the AISP in the first instance. If You believe that We have breached any of Our obligations in relation to a TPP having accessed Your Account for the purposes of provision of Account Information Services then You should contact Us. We will only be liable for any loss that You have suffered as a result of Us having broken any of Our obligations. We are not responsible for any loss You have suffered where the TPP has breached its obligations under the Payment Services Regulations.
- 8.7 We will not be responsible to You under Clause 8.6 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.
9. **Refusing Payments or Stopping the Use of Your Card or Services**
- 9.1 You may not make a request, nor consent to a Payee making a request and We can refuse a request, for a payment transaction on Your Account, whether for payments into or out of Your Account if We believe or have reasonable cause to believe any of the



following (We can refuse Your request by declining the request immediately using the same channel through which You have made it or by contacting You at the earliest opportunity and before We have executed the transaction):

- (a) the payment transaction is or may be illegal or for an illegal purpose;
- (b) You are bankrupt or insolvent or have entered into a voluntary arrangement with Your creditors;
- (c) Your relationship with Us has broken down or You have shown threatening or abusive behaviour towards any member of Our staff;
- (d) there are insufficient funds available in Your Account to fund the payment transaction;
- (e) Your Account is a joint Account and there is a dispute between You and the joint Account holder;
- (f) there is any dispute over Your entitlement to the funds in Your Account;
- (g) the security of Your Account may have been breached;
- (h) You are in breach of any other condition of these General Terms and Conditions or any of the Special Terms and Conditions for Your Account or a Service; or
- (i) In the case of an Electronic Payment if for any reason We cannot make the payment within the time limit specified by the Payment Services Regulations (e.g. when using Our eBanking Service we will not be able to process a request to make a domestic transfer in sterling from Your Account if the Sort Code of the Payee's account is not registered to receive

payments using the Faster Payments Service).

- 9.2 We may refuse to carry out any transaction on Your Account where any of these General Terms and Conditions has not been complied with, or where it would be unlawful for Us to do so.
- 9.3 We may stop the use of any Card or Service if We reasonably believe that:
  - (i) The security of Your Account has been breached;
  - (ii) There may have been an unauthorised or fraudulent transaction on Your Account;
  - (iii) There is a credit facility on Your Account (such as an Overdraft), and there is a significantly increased risk that You may be unable to pay Us what You owe (for example where We have reasonable grounds for believing that You are bankrupt or insolvent or have entered into a voluntary arrangement with Your creditors);
  - (iv) We have to do so under an applicable law or regulation or order of a court or other regulatory body.

Where reasonably possible (and where it would not be a breach of security or be against the law), We will attempt to contact You either by telephone or in writing when We take action under either Clause 9.2 or Clause 9.3, and explain Our reasons for doing so. If We cannot contact You in advance, We will attempt to contact You as soon as possible afterwards (and in any event, no more than three days after We received the relevant payment instruction).
- 9.4 Where We have taken action under this Clause 9, unless We terminate the

agreement as a result, We will allow the normal use of Your Account to resume as soon as practicable once Our reasons for taking such action cease to exist.

## 10. Payments from Your Account - Cheque Book Service

- 10.1 We may provide You with a cheque book to enable You to make payments from Your Account. Provision of a cheque book with Your Account is a Service and is subject to these General Terms and Conditions and any Special Terms and Conditions for Your Account. Full details are available from Your Branch. This Service is not available with savings Accounts.
- 10.2 When You give someone a sterling cheque drawn on Your Account with Us the Cheque Clearing System rules will apply and the cheque will be processed in accordance with the time periods set out in Part 2 of the Payment Table. A cheque can be processed using the Paper Clearing Process or using the Image Clearing Process. You will not necessarily know which process will apply when You write a cheque since this will depend upon which process is used by Us, any collecting bank and the Payee's bank at the time when the cheque is presented. It is envisaged that more and more cheques will be processed using the Image Clearing Process and that eventually (by the end of 2018) all sterling cheques drawn on a UK bank will be processed using the Image Clearing Process.
- 10.3.1 (a) You agree that, if the Image Clearing Process is used, once a cheque is presented for payment the original cheque will be destroyed within three Business Days. You

have a right to request an image of the cheque once it has been paid. Images of paid cheques will not normally be returned to You, however if there is a dispute with Us about a cheque paid out of the Account, We will give You an image of the cheque as evidence. We agree that the image of the cheque will be created and produced in compliance with the rules of the Cheque Clearing System. A copy of the rules of the Cheque Clearing System is available on request. You agree that, provided We can give You an image of the cheque, as set out in this clause, We will not be responsible to You if You suffer any loss as a result of the original cheque having been destroyed.

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

- 10.3.1 [b] You agree that, if the Paper Clearing Process is used, cheques drawn on the Account will not normally be returned to You, however if there is a dispute with Us about a cheque paid out of Your Account We will give You the cheque or a certified copy of the cheque as evidence.
- 10.4 You should ensure that You have sufficient funds in Your Account or a sufficient arranged overdraft on Your Account to cover the amount of the cheque from the time that You give the cheque to the Payee up until the time when the cheque is paid. A cheque that is drawn on Your Account may be presented through the Cheque Clearing System or the Payee may choose to specially present it for payment. Where a cheque is specially presented for payment We will make the decision to either pay the cheque or not pay

the cheque as soon as it is presented and the rules of the Cheque Clearing System will not apply. We reserve the right not to pay a cheque for any of the reasons set out in the Cheque Clearing System rules.

- 10.5 You must ensure that You write cheques
- (a) in pounds sterling only;
  - (b) in pen only;
  - (c) carefully, in order to prevent alterations and forgeries. You should draw a line through unused space on the cheque so unauthorised people cannot add extra numbers or names. If You are paying a cheque to a large organization, such as HM Revenue & Customs (HMRC), You should write on the cheque the name of the Account You want the cheque paid into. For example, "HM Revenue & Customs only – Reference xxyzz". If You are writing a cheque to a bank or building society, You should not make the cheque out simply to that organisation. You should add further details into the Payee line, such as the name of the person to whom the money is being paid, (for example xyz bank re: A Smith reference number XXXX).
- 10.6 We will not normally pay a cheque more than six months after the date shown on it.
- 10.7.1 If You have issued a cheque and then decide to stop payment, You can do so, providing that We have not already made the decision to pay the cheque. If the Image Clearing Process has been used a decision to pay the cheque can be made at any time after midnight on the Business Day after the cheque was lodged. If the cheque has been specially presented for payment then the decision will be made as soon as the item is presented.

To stop a cheque, time is of the essence, and We recommend that You contact Us immediately in the following way: telephone Us at 0345 6002882. Lines are open between 8am and 8pm Monday to Friday and between 9am and 4.30pm Saturdays and Sundays, except for bank holidays or other holidays in Northern Ireland when the bank is not open for business. Call charges may vary. Please contact Your phone company for details. We may record or monitor calls to confirm details of Our conversations, for Your protection, to train Our staff and to maintain the quality of Our service. We can only accept an instruction to stop a cheque when the telephone lines are open. You may also decide to contact Us in other ways, such as by calling at Your branch, or by writing to Us or by using secure mail from eBanking. If You use any of these methods there will be a delay before We can action Your request.

- 10.7.2 To stop a cheque You will need to provide Us with the following information
- (a) the date it was written;
  - (b) the number of the cheque;
  - (c) who it was made payable to; and
  - (d) the amount.

We may ask You to confirm this information to Us in writing. We will use best endeavours to carry out your instructions as soon as reasonably possible but We cannot guarantee that We will be able to stop the cheque once it has been lodged to an Account. There is normally a charge for this Service as stated in Our 'Fees and service charges explained' leaflets.

- 10.8 When We need to tell You that one of Your cheques or other items has been returned

- unpaid, We will do this either by letter or by such other means as We deem appropriate.
- 10.9 You must not write a cheque with a future date on it as it may not prevent the Payee from paying it into their bank before that date.
- 10.10 If You believe Your cheque book or cheques are lost or stolen, or if You believe that someone has signed one of Your cheques without Your permission, You must contact Us immediately.
- 11. 24 Hour Telephone Banking and eBanking (including Mobile Banking)**  
The provision of 24 Hour Telephone Banking and/or eBanking Services are Services which may be available with Your Account. Provision of these Services is subject to the Special Terms and Conditions for those Services. These Services are subject to periods of routine maintenance.
- 12. Debit Cards**  
The provision of a Card is a Service that may be available with Your Account. Provision of this Service is subject to the Special Terms and Conditions applicable to the Card. This Service is not available with a savings Account save and except for the SaverPlus Account.
- 13. Branch Service**  
13.1 The addresses and contact details for all Danske Bank branches in the UK can be found on Our Website. If You wish to write to the Bank then You should use the following address irrespective of where Your Branch is: - Danske Bank PO Box 2111 Belfast BT10 9EG.
- 13.2 The provision of branches where a counter service is available is a Service that is subject to the Special Terms and Conditions for Your Account. We do not provide a counter service outside Northern Ireland If this is something You require You should discuss this with Your branch.
- 13.3 If We plan to close or move Your Branch, We will tell You at least twelve weeks beforehand. We will inform You how We will continue to provide banking services to You.
- 13.4 We may vary banking hours, banking practices and similar matters by giving You at least thirty days' notice in writing or by general notice in Our branches or in the press. If the variation is significant, in Our reasonable opinion, it will be advised to You by notice in writing.
- 14. Overdrafts**  
*Warning*  
*Fees and service charges will apply in relation to the provision of any overdraft. Full details are set out in Our 'Fees and service charges explained' leaflets. You should read those leaflets carefully before applying for an overdraft or permitting Your account to become overdrawn without Our prior agreement.*
- 14.1 The provision of an Overdraft is a Service that may be available on Your Account. Provision of this Service is subject to these General Terms and Conditions and to any Special Terms and Conditions for Your Account. This Service is not available with a savings Account.
- 14.2 An Overdraft is only available if You are over 18 years old. An Overdraft is repayable on demand. This means that We can require You to repay all the sums You owe Us on the Account at any time, even if We have agreed a longer period for the Overdraft with You.
- 14.3 If this Service is available with Your Account then You can agree the amount of the Overdraft with Us in advance. This is called an arranged Overdraft. You will be issued with a facility letter setting out the conditions that apply, in addition to these General Terms and Conditions.
- 14.4 You can also agree with Us the amount of any temporary extension to an existing arranged Overdraft. This is known as an arranged excess. The Arranged Overdraft Interest rate will apply to the total of the arranged Overdraft and the arranged excess. In all other respects the Terms and Conditions as set out in the Facility Letter for Your arranged Overdraft will also apply to the arranged excess.
- 14.5 If You do not agree with Us the amount of any temporary or other extension to an existing arranged Overdraft then We will treat this as an application for an unarranged excess. The Arranged Overdraft Interest rate will apply to the amount of Your Overdraft which is within Your arranged Overdraft limit. In all other respects the Terms and Conditions as set out in the Facility Letter for Your arranged Overdraft will also apply to the unarranged excess.
- 14.6 If You try to make a payment out of Your Account (known as presenting an item for payment, such as a cheque, a Card payment, a Direct Debit or a Standing Order) or interest or a fee or service charge is applied to Your Account which would have the effect of creating an Overdraft the amount of which has not been previously agreed by Us then

- We will treat this as an application for an unarranged Overdraft.
- 14.7 If We decide to grant You an unarranged Overdraft or an unarranged excess, by paying an item which has been presented for payment, then a paid transaction fee, as detailed in Our 'Fees and service charges explained' leaflets will be applied to Your Account. If We grant You an unarranged Overdraft or an unarranged excess then it does not mean (a) that any arranged Overdraft has been created or (b) that the limit on any arranged Overdraft has been increased or (c) that We will pay any other item in the future which would have the same effect. We are not committed to pay any other items up to such amounts.
- 14.8 If We decide not to grant You an unarranged Overdraft or an unarranged excess then the item presented for payment will be returned unpaid and an unpaid fee, as detailed in Our 'Fees and service charges explained' leaflets, will be applied to Your Account.
- 14.9 If You have an Overdraft on the Account We may use monies held in other accounts in Your name to pay off the Overdraft. This is sometimes known as the Bank's right of set off. We will tell you at least fourteen days before we exercise Our right of set off. If You have provided the Bank with security (e.g. a mortgage over land) then that security may also be available to Us in respect of the Overdraft.
- 14.10 We will calculate Debit Interest on a daily basis on the cleared debit balance on Your Account. An item is included in the cleared debit balance from the Value Date for purposes of calculation of interest. We will calculate this interest at the end of each calendar month. If You are due to pay interest, before We charge the interest to Your Account, We will write to You at the end of the calendar month and tell You the amount We will charge and when. If You receive Your statements electronically, We will send this letter to You electronically. Further details about the Debit Interest rates payable on Your Account are set out in Our 'Interest rates' leaflet.
- 14.11 If You have provided Us with Your mobile telephone number then We will send You a text message to alert You if there are insufficient funds or an insufficient arranged overdraft to pay an item that has been presented. The text message will tell You the time by which You need to lodge or transfer sufficient funds to be sure that the item will be paid. If insufficient funds are not lodged then, as set out in Clauses 14.5 and 14.6 We will treat this as application for either an unarranged excess or an unarranged overdraft. If We decide to pay the item then You will incur unarranged overdraft fees. If You have not provided Us with Your mobile telephone number or You have opted out of receiving unarranged overdraft alerts then We will be unable to send You an alert. If You do not wish to receive these text messages then please contact Us and We will record this on Our systems.
- 14.12 If You are due to pay any fees or service charges in relation to any unarranged overdraft, We will calculate the amount owing at the end of each calendar month. Before We charge the fees and service charges to Your account, We will write to You at the end of the month and tell You the amount that We will charge and when.
- Written details of overdraft service charges are set out in Our 'Fees and service charges explained' leaflets.
- 15. Fees and Service Charges**
- 15.1 Details of current fees and service charges (including fees and charges in relation to Payment Services) that apply to Your Account are published in Our 'Fees and service charges explained' and 'Fees and services charges explained - foreign payments' leaflets, which are available at any Branch and on Our Website.
- 15.2 You agree to pay the fees and service charges applicable to the Account and Your use and operation of the Account and Our Services as shown in Our 'Fees and service charges explained' and 'Fees and services charges explained - foreign payments' leaflets from time to time and whether or not these fees and service charges are referred to elsewhere in these Terms and Conditions.
- 15.3 We will notify You in accordance with Clause 27 if We introduce or vary a fee or service charge relating to Your Account for a Service You use on Your Account.
- 15.4 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.
- 16. Interest on Your Account**
- 16.1 Details of the current interest rates on Your Account are published in Our 'Interest rates' leaflet which is available at any Branch and on Our Website.
- 16.2 Credit Interest
- 16.2.1 Credit Interest rates are based on a rate that We determine internally.

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

- To respond proportionately to a change in the Bank of England Bank Rate or any other publicly-listed market rate;
- To recover the genuine increased costs of providing current and savings accounts to Our customers, including for example the cost of introducing, developing and/or maintaining systems and services;
- To recover the genuine increased costs of complying with legal or regulatory changes which apply to the provision of services to Our current and savings account customers, including for example changes in the law, decisions of the Financial Ombudsman, changes in regulatory requirements and/or changes in industry guidance and codes of practice;
- To ensure that Our business as a whole is profitable and competitive and that Our Credit Interest rate ranges and Credit Interest rate structures 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 an Account Holder being treated unfairly;
- For any other valid reason - provided that any reduction in the Credit Interest rate (or variation of the Credit Interest rate that is applied depending on the balance held in an Account) for this reason is a proportionate and reasonable response to the underlying reason.

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

16.2.3 We may increase the Credit Interest rate payable on any Account immediately. We will advise You of any increase in the Credit Interest rate on Your statement of Account.

16.2.4 Details of the Credit Interest rates payable on any Account are set out in Our 'Interest rates' leaflet. We will calculate the Credit Interest on a daily basis on the cleared credit balance on Your Account.

16.2.5 Credit Interest will be paid gross - this means that We will not deduct any income tax from the amount of interest that is credited to Your Account. In certain circumstances You may have to make arrangements to pay tax on the credit interest that is paid into Your Account. This will depend on your total taxable income, the total amount of credit interest that You receive and your Personal Savings Allowance. It is Your responsibility to pay any tax that may be due.

### 16.3 Debit Interest

16.3.1 If any Debit Interest is to be charged then this will be applied in accordance with Clause 14.10.

16.3.2 The Debit Interest rates are made up of two parts - The Bank of England Bank Rate and a Margin determined by Us ("the Margin") over the Bank of England Bank Rate. Both of these parts are variable. If there are any changes to the Bank of England Bank Rate We will

change the Debit Interest Rate applicable to Your Account immediately. The change will be applied with effect from the start of the Business Day immediately following the day that the Bank of England announces a change to its Bank Rate. We will inform You through notices in Our branches and advertisements in the press within three Business Days of the change taking effect. The newspapers We normally use are the Belfast Telegraph and/or the Irish News and/or the News Letter. The rates may also be obtained by telephoning any branch or by visiting Our Website. In certain circumstances We may also advise You personally about changes to the Bank of England Bank Rate.

16.3.3 We may decide to increase the Margin that applies to any of Our Debit Interest rates for one or more of the following reasons:

- To recover the genuine increased costs of providing credit to our current account customers, including for example the cost of developing and maintaining systems and services;
- To respond proportionately to a change in the risk presented by a customer or a group of customers;
- To recover the genuine increased costs of complying with legal or regulatory changes which apply to the provision of credit to Our current account customers, including for example changes in the law, decisions of the Financial Ombudsman, changes in regulatory requirements and/or changes in industry guidance and codes of practice;
- To ensure that Our business as a whole is profitable and competitive and that Our

Debit Interest rate ranges and Debit Interest rate structures 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 an Account Holder being treated unfairly;

- To enable Us to maintain the competitiveness of interest rates paid to Our depositors or providers of funds;
- For any other valid reason - provided that any increase in the Margin for this reason is a proportionate and reasonable response to the underlying reason.

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

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

## 17. Exchange Rates

- 17.1 We may agree to accept credits to Your Account or make debits from Your Account in a currency other than sterling.
- 17.2 If We do so, We will use Our rate of exchange (known as the 'Danske Bank Exchange Rate (UK)') for the relevant currency on the applicable day at such time as We may select. For transactions over £25,000 (twenty five thousand pounds sterling) the rate of exchange will always be at least equal

to the published rate and is usually better.

- 17.3 We calculate the Danske Bank Exchange Rate (UK) for the relevant currency on a daily basis. You may obtain details of the Danske Bank Exchange Rate (UK) for the relevant currency by enquiring at any Branch or by telephoning Us. We reserve the right to change the Danske Bank Exchange Rate (UK) for the relevant currency immediately and at any time of the day depending on market conditions.
- 17.4 If the Danske Bank Exchange Rate (UK) does not apply then We will tell You in the Special Terms and Conditions for the relevant product or Service.

## 18. Statements

- 18.1 Unless We tell You otherwise in the Special Terms and Conditions for Your Account We will provide You with a statement at the end of the month, free of charge, if during that calendar month there has been a payment transaction on Your Account. You should always check Your statements carefully and if there is any transaction on Your Account which is not correct or which You do not recognise then You may be able to make a claim as set out in Clause 6.4.
- 18.2 We will provide You with a statement by posting it to You at the address that You have provided unless You have told Us that You want to exercise the option set out at Clause 18.3. The statement will be provided to the Account-Holder who is the first named Account-Holder on Our records unless We have agreed something different with You.
- 18.3 If You do not wish to receive paper statements, You can opt instead to have Your

statements made available in Your Electronic Mailbox. The Account statements that We can make available in this way are listed on the eBanking pages within Our Website. That list includes Our current accounts and most of Our savings accounts. It does not include Our Credit Card Account statements. You can exercise this option if You are registered for eBanking and have also asked Us to register You for Electronic Mailbox. You will need to tell Us that You want to exercise this option each time that You open a new Account with Us or, if You are not registered for Electronic Mailbox, when You first register for that Service. Where You select this option You will get all Your statements (subject to this Clause 18.3) made available in Electronic Mailbox since We cannot currently allow You to opt to have only some of Your statements to be delivered in this way.

- 18.4 Where You select the option described at Clause 18.3 You will be able to register for notifications. You will be responsible for registering for notifications within Electronic Mailbox as follows:

Log on to eBanking via [www.danskebank.co.uk](http://www.danskebank.co.uk)

- Click on Electronic mailbox and agreements
- Choose Electronic mailbox
- Click on "Go to Documents"
- Click on "Settings" in the toolbar at the top of the screen
- Enter Your email address where indicated.

You are asked to provide an email address so that We can notify You each time that a statement has been made available within

Your Electronic Mailbox.

- 18.5 If You require additional statements or duplicate statements then You will have to pay Our fees and service charges as set out in Our 'Fees and service charges explained' leaflet.
- 18.6 Information about payment transactions on Your Account is also available free of charge on eBanking and 24 Hour Telephone Banking (where You are registered for these Services) or by requesting a mini statement at one of Our cash machines, where You have a Debit Card.
- 18.7 If there are no payment transactions on Your Account, statements will be provided or made available on a frequency which is agreed with You - usually at the end of June and the end of December each year.

## 19. Security

- 19.1 Where We have issued You with Personalised Security Credentials to use any of Our Services You must follow the steps that We have set out in the Special Terms and Conditions for that Service to keep those Personalised Security Credentials safe. This will apply where You use Our eBanking, 24 Hour Telephone Banking or Debit Card Services. If You suspect that Your Personalised Security Credentials may have been lost, stolen or otherwise compromised then You should contact Us as set out in Clause 7.
- 19.2 We will only contact You in one of the following secure ways if We need to tell You that there has been fraudulent activity (or We suspect that there has been fraudulent activity) on Your Account or that the security of Your Account may be at risk. We will

contact You:

- (i) by phoning You using the telephone contact details We hold for You on Our records. We shall identify You by asking a number of security questions. We will NEVER ask You to reveal any of Your Personalised Security Credentials such as any of Your PIN numbers, Your card numbers or any of the numbers from Your Access ID card which You use to access and make payments on eBanking; or
  - (ii) where We hold a mobile phone number for You, by sending You an SMS to the mobile phone number which We hold on Our records. The SMS message will ask You to contact Us by phoning the number which can be obtained from the back of Your Card or from Our Website. The SMS will NEVER ask You to reveal any of Your Personalised Security Credentials such as any of Your PIN numbers, Your card numbers or any of the numbers from Your Access ID card which You use to access and make payments on eBanking. The SMS will NEVER contain a link which, if selected, will ask You to reveal any of these details; or
  - (iii) where You are registered for eBanking, by sending You a secure mail; or
  - (iv) by sending a letter addressed to You at the address that We hold for You on Our records. The letter will always quote at least the last 4 digits of Your Account number.
- 19.3 If You are contacted by someone who states that he/she is a representative of the Bank or the police or some other law enforcement agency or from a telecommunications or

information security support company, and he/she proceeds to ask You to reveal any of your Personalised Security Credentials, then You should not provide any information. It is likely that the person contacting You is a fraudster. Instead You should contact Us in one of the ways set out in Section 1 Part 1 of these General Terms and Conditions - Personal. You can find useful information on how to protect yourself from fraud on our website at [www.danskebank.co.uk/ebankingsecurity](http://www.danskebank.co.uk/ebankingsecurity).

## 20. Closing the Account

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

- (e) To ensure that Our business is profitable and competitive and that Our product range enables Us to achieve Our business and strategic objectives;
- (f) For any other valid reason – provided that the closure of Your Account is a proportionate and reasonable response to the underlying reason.  
If We close Your Account, money can be taken out of Your Account by Us to cover any money owed including interest and service charges.
- 20.2 You may close the Account at any time without penalty by notifying Us in writing. Closure following such notice will only take effect when any outstanding transactions are completed. You must give Us back Your cheque book and Cards (if applicable) and pay anything which You owe on the Account including interest and service charges. Before the Card is forwarded to Us, You must cut the Card vertically through the magnetic stripe and electronic chip on the Card.
- 20.3 We may treat this Agreement as unenforceable or void in the event that You breach any of the conditions of this Agreement. In these circumstances We may close Your Account immediately. We will only exercise Our rights under this Clause 20.3 in the following circumstances:
- (a) We reasonably suspect that You have used Your Account to make a payment transaction that is illegal or is for an illegal purpose;
- (b) You are bankrupt or insolvent or have entered into a voluntary arrangement with Your creditors;
- (c) You act, or are suspected of acting, fraudulently or with negligence;
- (d) We suspect that there is a threat to the security of Our systems;
- (e) Your relationship with Us has broken down or You have shown threatening or abusive behaviour towards any member of Our staff; or
- (f) You are in breach of any material obligation under these General Terms and Conditions and any Special Terms and Conditions and You have failed to remedy the breach within a reasonable time of Us requesting You to do so.
- 20.4 Any termination of this Agreement by whatever means is without prejudice to liabilities accrued prior to such termination.
- 21. Package Agreements with Us**
- 21.1 You may apply for a Package with Us subject to the Special Terms and Conditions for each of the Accounts, Services and benefits that are included in the Package. If You select a Package then You will complete a Customer Agreement.
- 21.2 If the Package and/or any Account, Service or benefit of the Package selected by You is provided to You at a discounted rate because of other arrangements between You and/or a third party with the Bank, the Bank reserves its right to levy the standard fees and service charges applicable to the Package and/or the Accounts, Services or benefits upon termination of those other arrangements.
- 21.3 You may terminate Your Customer Agreement at any time in accordance with Clause 20.
- 21.4 We may terminate Your Customer Agreement at any time by giving You at least two months' written notice in accordance with Clause 20.
- 21.5 The termination of Your Customer Agreement by any means will (subject to these General Terms and Conditions and to any Special Terms and Conditions of each Account, Service or benefit) cause the termination of the Account, Service or benefits that are part of the Package.
- 21.6 Any termination of Your Customer Agreement by whatever means is without prejudice to liabilities accrued prior to such termination.
- 22. Dormant Accounts**
- 22.1 We participate in the unclaimed assets scheme established under the Dormant Bank and Building Society Accounts Act 2008. The purpose of the scheme is to enable money in dormant accounts (i.e. balances in accounts that have been inactive or dormant for 15 years or more) to be distributed for the benefit of the community while protecting the rights of customers to reclaim their money. Under the scheme, We may transfer balances of dormant accounts to Reclaim Fund Ltd (RFL).
- 22.2 RFL is a not-for-profit reclaim fund which is authorised and regulated by the Financial Conduct Authority. If We transfer the balance of your Account to RFL, You will have against RFL whatever right to payment of Your balance you would have had against us if the transfer had never happened. However, we will remain responsible for managing all aspects of the customer relationship with You and for handling all repayment claims (which We will do on behalf of RFL). Therefore, You should continue to contact Us in the usual way if You have any queries or complaints in relation to Your Account or balance.



- 22.3 Both We and RFL participate in the Financial Services Compensation Scheme (FSCS). The transfer by Us to RFL of Your balance will not adversely affect any entitlement You have to compensation from the FSCS.
- 22.4 Before We classify an Account as dormant, We will try to contact You, making reasonable endeavours having regard to all the circumstances and seek Your instructions. If Your Account is classified as dormant then We will close Your Account and all Services on the Account, including statements and correspondence will be terminated.
- 22.5 Funds transferred to the unclaimed assets scheme will remain Your property (or if you die it will form part of Your estate unless the Account is a joint Account in which case it will usually pass to the surviving Account Holder(s)).
- 23. Cancellation Rights under the Financial Services (Distance Marketing) Regulations 2004**
- 23.1 If You are not happy about Your choice of Account You may cancel within fourteen days of the day after:
- (a) the day of the conclusion of the contract (which is the date upon which the Account is opened); or
  - (b) the day You receive the Terms and Conditions, whichever is the later.
- Your right to cancel will lapse on the expiry of this period in which event You will be bound by the Agreement. You can cancel the Agreement by contacting Your Branch or by writing to Us at Danske Bank, Donegall Square West, Belfast BT1 6JS or handing in the notice at any Danske Bank Branch in Northern Ireland. If You exercise this cancellation right We will give You all of Your money back with any interest due to You within thirty days of the date You cancel, less any service charges which We are entitled to make for any Services which We have provided. If You request it, We will be happy to help You to switch to another one of Our accounts.
- 23.2 Any cancellation of the Agreement is without prejudice to liabilities accrued prior to cancellation. Where You have incurred any Overdraft amount and/or any Debit Interest and/or any service charges in relation to the Account before You cancel the Agreement, You will have to pay Us within thirty days of the date You cancel all such outstanding amounts incurred. This amount will include any further Debit Interest which continues to accrue in accordance with these General Terms and Conditions and any Special Terms and Conditions relating to Your Account during the period until full repayment is made. The Arranged Overdraft Interest Rates and all service charges relating to Your Account are set out in Our 'Interest rates' and 'Fees and service charges explained' leaflets respectively.
- 24. Change of Personal Details**
- 24.1 You must inform the Bank of any change of name, address, phone number or email address as soon as reasonably practicable by giving notice to Your Branch.
- 24.2 If correspondence is returned to Us by the postal authorities then We will not be able to send You important information about Your Account. This may also mean that We are unable to send You the Personalised Security Credentials to operate Your Account. We will hold mail for You to collect from Your Branch. If Your Account has an Additional Cardholder then this Condition also applies to the Additional Cardholder.
- 24.3 If You change Your mobile phone number then You should inform Us immediately. If We do not have this information then We may continue to send text alerts to You which could include text alerts if Your Account goes into an Unarranged Overdraft or a text alert asking You to contact Us in relation to a Service that We offer - for example Geoblocking on Your Cards.
- 24.4 If You change Your email address then You should inform Us immediately. If We do not have this information then We may continue to send email messages to You which could include alerts about Your Account including alerts about information that We have sent to Your secure mail or Electronic Mailbox within eBanking (where You have that Service).
- 25. Use of Your personal and business information**
- 25.1 We can use Your personal and business information in accordance with Our leaflet 'How we use your personal and business information'.
- 25.2 If You use the services of a TPP to provide You with Account Information Services then Clause 8 applies. If You use the services of a TPP to provide You with Payment Initiation Services then Clause 5.5.9 applies. TPPs which are authorised and regulated by the FCA or another European Regulator must comply with their obligations under the Payment Services Regulations.
- 25.2 We are prepared to provide banker's references. However, We will only do so with Your prior written consent.

**26. Notices and communication**

26.1 Notices and other communications between You and Us in relation to this Agreement should be given in writing unless:

- (i) otherwise agreed between Us; or
- (ii) We determine otherwise. This would apply for example where We need to contact You urgently.

26.2 Where You have an 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 or secure mail.

26.3 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 Clause 26.3 is deemed to be the date of actual receipt by Us or where that day is not a Business Day, the next Business Day. If You choose to write to Us at a different address to that set out in this Clause 26.3 then there may be a delay in processing Your correspondence.

**27. Variation of these Terms and Conditions**

27.1 We may, for any reason set out in Clause 27.7 below:

- (a) introduce a fee or service charge relating

to the Account and/or vary the amount, frequency or time for payment of any fees or service charges relating to the Account, Service or Package;

- (b) add to, remove, change or impose restrictions on the benefits of the Account, Service or Package;
- (c) make any change to these General Terms and Conditions or to any Special Terms and Conditions for Your Account or any Service.

27.2 This clause 27 does not apply to changes in interest rates or exchange rates which are dealt with in Clauses 16 and 17.

27.3 Unless the Special Terms and Conditions for Your Account state otherwise, where We make a change as set out in Clause 27.1 We will always give You a minimum of 2 months' written notice and if You are not happy with the change then You can end Your Agreement with Us and close Your Account without having to pay any extra charges.

27.4 We may communicate such changes by sending a summary of the proposed changes to You. This summary will contain a reference to Our Website, where We will provide detailed information relating to the changes and/or revised terms and conditions. However, if You so request, We will send You hard copies of the detailed information and/or a copy of the revised terms and conditions. If We have made a major change or a lot of minor changes in any one year, We will provide You with a copy of the new terms and conditions or a summary of the changes.

27.5 Once We have given You notice of the

proposed changes, if You do not tell Us that You object to the changes, before the date on which they are due to come into effect, then they will take effect on the date indicated.

27.6 In the event of any change in applicable law or regulation, or in other circumstances outside Our control, We may give a shorter period of notice as We consider, on reasonable grounds, to be justified. We may also make a change to these terms and conditions where the change applies to any part of a payment transaction which takes place outside the European Economic Area. If this applies and the change is to Your disadvantage We will give You reasonable notice before the change takes effect. If the change is to Your advantage then We will make the change and tell You about it as soon as reasonably possible.

27.7 The changes referred to in Clause 27.1 will be made for one or more of the following reasons:

- (a) by agreement with You;
- (b) to reflect the introduction or development of new systems, methods of operation, services or changes in technology 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 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;
- (g) to make these General Terms and Conditions or any Special Terms and Conditions fairer or clearer for You provided that any such change does not materially alter the Agreement that You have entered into with Us;
- (h) 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;
- (i) for any other valid reason which is not specified in this Clause 27.7 provided that the change is a proportionate and reasonable response to the underlying reason for the change.
- 28. General**
- 28.1 Nothing in this Agreement shall:
- (a) exclude or restrict the Bank's liability for fraudulent misrepresentation by the Bank, its employees, officers or agents or for death or personal injury resulting from the negligence of the Bank, its employees, officers or agents; or
- (b) operate so as to reduce Your statutory rights relating to faulty or misdescribed Services where the Bank's Services are supplied to You as a consumer. For further information about Your statutory rights contact Your local Trading Standards Department or Citizens Advice Bureau.
- 28.2 We may comply with the terms of any Court Order or other analogous proceedings (where We are advised to do so) and may stop or suspend the operation of Your Account or any Service on Your Account in order to comply with such proceedings.
- 28.3 You may not assign, sub-licence, transfer or otherwise dispose of any of Your rights or sub-contract, transfer or otherwise dispose of any of Your obligations under this Agreement without Our prior written consent.
- 28.4 We may sub-contract Our rights or obligations under this agreement to Our sub-contractors and any sub-contracting shall not affect Our responsibilities and liabilities under this Agreement.
- 28.5 We may at any time assign all or part of Our rights under this Agreement (which include Our rights to payment of any sums due by You) and may disclose to any potential assignees such information regarding You and Your affairs as We may see fit. We will not assign Our rights where this might serve to reduce the guarantees for You.
- 28.6 If any provision of this Agreement is held to be unenforceable, it will not affect the validity and enforceability of the remaining provisions and will be replaced by an enforceable provision that comes closest to the intention underlying the unenforceable provisions.
- 28.7 Failure or delay by either party in enforcing any term of this Agreement shall not constitute a waiver of such term.
- 28.8 The parties do not intend that any term of this Agreement shall benefit or be enforceable by a third party by operation of The Contracts (Rights of Third Parties) Act 1999.
- 29. Right of Set-off**
- If any money You owe Us (for example on a loan, credit card, mortgage, overdraft on a current account or any other type of account) is overdue for payment, We may use any money You have in any of Your Accounts with Us to reduce, or repay, what You owe by way of set-off. We can use this right of set-off against accounts which are in Your sole name as well as joint accounts you hold with Us. We will tell you at least 14 days before we exercise this right of set-off.
- 30. Governing Law**
- This Agreement is governed by the laws of Northern Ireland, Scotland or England and Wales, depending on where You live, as shown on Our records and Your statements. Disputes arising out of or relating to this Agreement not settled to the parties' satisfaction are subject to the non-exclusive jurisdiction of the courts of Northern Ireland, Scotland or England and Wales, again depending on where You live, as shown on Our records and Your statements.

## Payment Table

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

The Payment Table assumes the following:

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

The Payment Table only applies to those parts of the transaction which take place in the EEA.

### Definitions

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

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

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

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

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

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

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

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

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

Business Day before 25th December) the Cut-off time for standing order, cheque, direct debit and future dated payments out of your account is 11.30am.

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

**'Foreign payment'** - means a payment which is made within the UK in a currency other than sterling, or a payment (in any currency) which is made to or from a bank which is not in the UK.

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

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

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

**'Third Party Provider' ("TPP")** means an independent provider of services which can offer Account Information Services or Payment Initiation Services to You.

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

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

**Payment Table – Part 1****Payments into your account**

Payment Type	Method/Channel of Payment Order	Entry date	Cut-off time	Value date	Withdrawal date	
Cash deposits (in the same currency as the account is held)	Over the counter or at an express deposit box at one of Our branches (see note 1), or at another UK bank (see note 2)	Monday	Branch closing time Monday	Monday	Monday	
Post Office® cash deposits (sterling only - restrictions and limits apply. See the terms and conditions for further details)	Over the counter at a Post Office® branch using a Danske Bank Debit Card	Tuesday (See note 9)	Closing time for the Post Office® branch being used - Monday	Monday	Monday	
Electronic payments	Bacs payments	Monday	N/A	Monday	Monday (see note 3)	
	CHAPS payments (see note 4)		5.40pm Monday			
	Faster Payments Service (see note 4 and note 5)		Midnight Monday	Monday		
	Faster Payments Service - standing order (see note 6)		6.00pm Monday	Monday		
	Incoming foreign payments (all currencies, see note 7)	Monday	4.00pm Monday	Monday or as shown on the payment letter (see note 8)	Same as the value date (see note 3)	
	Any Danske Bank branch in Northern Ireland	Monday	Branch closing time Monday	Monday	Monday	
	24 Hour Telephone Banking		Midnight Monday			
	eBanking					
	LINK (see note 10)	Tuesday				
	Original Credit (see note 11)	Monday	Monday	Midnight Monday	The date that we receive the payment (note; this can be up to 2 days prior to the Entry date)	Same as value date

**Notes on cash deposits and electronic payments into your account**

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

**Cheques paid into your account**

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

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

**Where the Image Clearing Process applies** – all times are quoted using 24 Hour clock. The Image Clearing Process commenced on 30 October 2017 and will be phased in during the period up to the end of 2018.

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

**Where the Paper Clearing Process applies**

Bank the cheque was drawn on	Date of lodgement (see notes 5 and 6)	Cut-off time	Entry date	Value date	Withdrawal date (see notes 3 and 4)	Guaranteed date
Any Danske Bank branch in Northern Ireland (see note 1)	Monday	Branch closing time	Monday	Monday	Tuesday (23.00 hours)	Close of business Tuesday
Northern Ireland branch of one of the other 3 clearing banks in Northern Ireland (that is, Ulster Bank, Bank of Ireland and First Trust Bank) or an English or Scottish Bank	Monday	Branch closing time	Monday	Wednesday (00.01 hours)	Friday (09.30 hours)	Close of business Tuesday of the following week

### Notes on cheque payments into your account

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



## Payment Table – Part 2

### Payments out of your account

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

Payment type	Method/channel of payment order	Entry date	Cut-off time	Value date	Maximum execution time	Current standard spending limits (if these apply) (see note 1)
Cash withdrawals (in pounds sterling, unless it says otherwise) (see note 14)	Over the counter at one of Our branches (see note 3)	Monday	Branch closing time Monday	Monday	Monday	For withdrawals of large cash amounts or specific note denominations, you may need to give notice to your branch. (see note 4)
	Cashback at the point of sale - for example, a supermarket or petrol station (see note 5)		Midnight Monday			Scheme limits apply. Retailers' limits apply up to the level of the scheme limits.
	From cash machines • At Danske Bank in the UK		Midnight Monday		Monday	Debit Card £350 each day
	• At another UK bank (see note 6)		Monday, before 8pm Monday after 8pm		Tuesday	You can ask us to adjust spending limits.
	• At a foreign bank (see note 5)		Midnight Monday		Wednesday	
				Wednesday		

Payment Table Part 2 (cont.)

Payment type	Method/channel of payment order	Entry date (see note 14)	Cut-off time	Value date	Maximum execution time	Current standard spending limits (if these apply) (see note 1)
Electronic payments - internal transfers	Any Danske Bank branch in Northern Ireland	Monday	Branch closing time Monday	Monday	Monday	Does not apply
	24 Hour Telephone Banking		11pm Monday			1. £25,000 for 3rd party internal 2. Does not apply to own account transfers
	eBanking and where you are accessing your account using a TPP that uses the Open Banking APIs (see notes 16 and 18)		Midnight Monday			1. £25,000 for 3rd party internal 2. Does not apply to own account transfers
	Mobile Banking		Midnight Monday			1. £10,000 for 3rd party internal 2. Does not apply to own account transfers
	Paym (see note 15)		Midnight Monday			£250 daily limit
	Standing order (see note 9)		9.30pm Monday			Monday
Electronic payments - Faster Payments Service (see note 7)	Any Danske Bank branch in Northern Ireland	Monday	Branch closing time Monday	Monday (payments made before 3.30pm) Tuesday (payments made after 3.30pm)	Monday	£100,000
	24 Hour Telephone Banking		11pm Monday			£25,000 daily limit (see note 2)
	eBanking and where you are accessing your account using a TPP that uses the Open Banking APIs (see notes 16 and 18)		Midnight Monday			£25,000 daily limit (see note 2)
	Mobile Banking		Midnight Monday			£10,000 daily limit
	Paym (see note 15)		Midnight Monday			£250 daily limit
	eBanking - Future Dated Payments		2pm Monday			Monday

Payment Table Part 2 (cont.)

Payment type	Method/channel of payment order	Entry date	Cut-off time	Value date	Maximum execution time	Current standard spending limits (if these apply) [see note 1]
Electronic payments - CHAPS payments	CHAPS at any Danske Bank branch in Northern Ireland	Monday	Monday 4.30pm	Monday	Monday	Does not apply
Electronic payments - Direct Debit	UK Direct Debit Scheme		3.30pm Monday			Does not apply
	SEPA Core Direct Debit Scheme (Euro Currency A/c only)		Midnight Sunday			Does not apply
Electronic payments	Point-of-sale transactions and online transactions - domestic, foreign (all currencies), and domestic or foreign recurring transactions(all currencies) - (see note 5)		Midnight Monday			Does not apply (£30 per transaction if contactless) Under - 16s will need permission
Electronic payments - standing orders (see note 8)	Standing order - Faster Payments Service		9.30pm Monday			Monday (payments made before 3pm)
	Standing order - CHAPS payment		Tuesday (payments made after 3pm)	Tuesday (payments made after 3pm)	Does not apply	

**Electronic payments - Outgoing foreign payments (Express and Standard) and transfers to your own account within Danske Bank Group (known as a Group Payment) [see note 10] - at any Danske Bank branch in Northern Ireland and through eBanking**

Type of Payment Order	Destination Bank	Conversion (see note 11)	Currencies (see note 12)	Entry date	Cut-off time	Value date	Maximum execution time (see note 17)	Current standard spending limits (if these apply) (see note 1)			
Standard	Within the Danske Bank Group	With and without conversion	EURO	Monday	Monday 4.30pm	Monday	Monday	£25,000 daily limit (see note 2)			
		Without conversion	BGN, CHF, CZK, DKK, GBP, HRK, HUF, ISK, NOK, PLN, RON, SEK				Wednesday				
			All other non-EEA currencies				Tuesday				
		With conversion	All EEA currencies (except EURO) All non EEA currencies				Wednesday				
	Outside the Danske Bank Group	With and without conversion	EURO				Tuesday				
			All EEA currencies (except EURO) within the EEA				Tuesday				
			All non-EEA currencies				Wednesday				
Express	Within the Danske Bank group	With and without conversion	EURO (see note 13)	Monday	Monday 4.30pm	Monday	Monday	£25,000 daily limit (see note 2)			
		Without conversion	BGN, CHF, CZK, DKK, GBP, HRK, HUF, ISK, NOK, PLN, RON, SEK (see note 13)				Monday 4.30pm		Monday	Monday	
			USD				Monday 2.30pm		Monday	Monday	
			All other non-EEA currencies				Monday 2.30pm		Tuesday	Tuesday	
		With conversion	DKK, GBP, NOK, SEK, USD				Monday 2.30pm		Monday	Monday	
			BGN, CHF, CZK, HRK, HUF, ISK, PLN, RON				Monday 10.00am		Monday	Monday	
	All other non-EEA currencies		Monday 2.30pm				Tuesday		Tuesday		
	Outside the Danske Bank Group	With and without conversion	EURO and DKK, GBP, NOK, SEK, USD				Monday 2.30pm		Monday	Monday	
			BGN, CHF, CZK, HRK, HUF, ISK, PLN, RON				Monday 10.00am		Monday	Monday	
							All other non-EEA currencies		Monday 2.30pm	Tuesday	Tuesday
	Transfer to own account within the Danske Bank Group (see note 10)	Within the Danske Bank Group	With and without conversion				EURO and all other currencies		Monday	Monday 5.30pm	Monday

## Notes on payments out of your account

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

**Cheques paid out of your account**

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

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

**Where the Image Clearing Process applies** – all times are quoted using 24 Hour clock. The Image Clearing Process commenced on 30 October 2017 and will be phased in during the period up to the end of 2018.

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

**Where the Paper Clearing Process applies**

	Date of lodgement by payee (see note 1)	Entry date	Value date	Pay/no pay decision (see notes 3, 4, 5 and 6)
Cheque lodged at a Danske Bank branch to an account held with Danske Bank	Monday	Monday (at time of lodgement)	Monday (at time of lodgement)	Tuesday (by 15.30 hours)
Cheque lodged to one of the other 3 clearing banks in Northern Ireland (that is, Ulster bank, Bank of Ireland or First Trust Bank)	Monday	Wednesday	Wednesday	Wednesday (15.30 hours)
Cheque lodged to another bank in the UK	Monday	Thursday	Thursday	Thursday (15.30 hours)

**Notes on cheque payments out of your account**

1. This can be any time after you give the cheque to the payee - this table assumes that day is Monday and before the cut off time at the place where the lodgement takes place.
2. A cheque can be lodged in many ways including over a counter of the Bank, through another bank or in some instances a bank may accept lodgements made using a digital image of a cheque provided that the digital image meets the requirements set out in Cheque Clearing System rules.
3. You can ask us to stop a cheque before the 'pay' decision has been made. We will use best endeavours to comply with your instruction within a reasonable period of time but we cannot guarantee that we will be able to do so. You should contact us in the following way if you want us to stop a cheque: telephone us at 0345 6002882. Lines are open between 8am and 8pm Monday to Friday and between 9am and 4.30pm Saturdays and Sundays, except for bank holidays or other holidays in Northern Ireland when the bank is not open for business. Call charges may vary. Please contact your phone company for details. We may record or monitor calls to confirm details of our conversations, for your protection, to train our staff and to maintain the quality of our service.
4. If we decide not to pay a cheque we will reverse any accounting entries. You will also have to pay the fee set out in our 'Fees and service charges explained' leaflet.
5. Where your account would go into an unarranged overdraft if we decided to pay a cheque we will not make that decision until after 14.00 hours. A decision will always be made before 15.30 hours.
6. We will not notify you once a decision to pay a cheque has been made. If a decision has been made not to pay the cheque then the accounting entries will be reversed after 15.30 hours and we will send you a notice setting out the reason for our decision

## Section 2

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

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

#### Danske Cash Reward

1. The Danske Cash Reward Account (“the Account”) is only available to personal customers aged 18 years of age or older and is subject to status.
2. You may only hold a maximum of two Danske Cash Reward Current Accounts, one in your name and one in joint names. If You open or hold any additional Danske Cash Reward Current Accounts, we will change them to a Danske Choice Current Account. We will write to You and tell You before we change the account.
3. **Monthly account fee**
  - 3.1 A monthly account fee applies to this account. Details of the monthly account fee are set out in the ‘Fees and service charges leaflet’, which is available on our website. The monthly account fee is variable. We may change the monthly account fee for one of the reasons set out in Clause 27.7 of the General Terms and Conditions – Personal. We will always give You at least 2 months’ notice before We change the fee and if You do not agree to the change You will have the right to close the Account before the end of

that notice period without having to pay any extra charges.

- 3.2 The monthly account fee will be taken from your account (including any months you do not qualify for the cash reward) on the last Business Day of each month.
- 3.3 In the month the Account is opened, the monthly account fee will be proportionate to the number of days the Account has been open. No fee will be charged in the month the Account is closed or amended to another product.
4. **Cash Reward**
  - 4.1 Where, on or before 6pm on the last Business Day of the calendar month, You meet all of the requirements set out in Clause 4.3, We will credit Your Account with the Cash Reward on the first Business Day of the following calendar month. If You close the Account or change it to another product before the Cash Reward is credited to Your Account then You will not receive the Cash Reward.
  - 4.2 The Cash Reward is currently £7 and is subject to change. We can change the amount of the Cash Reward or the requirements set out in Clause 4.3 for any of the reasons set out in Clause 27.7 of the General Terms and Conditions – Personal. We will always give You at least 2 months’ notice before We make such a change and if You do not agree to the change You can close the Account before the end of the notice period without having to pay any extra charges.
  - 4.3 In order to qualify for the Cash Reward in a calendar month, each of the following criteria must be met during the previous calendar

month:

You must:

- pay in at least £1,200 (not including interest, fee refunds or amounts transferred from another Danske Bank account You have);
  - make at least three payments (which must not be returned unpaid) from your account either by Direct Debit or by a regular transfer which you have agreed we can take from Your Account to pay a Danske Bank mortgage, loan or credit card account; and
  - log on to eBanking, mobile banking or tablet banking at least once (for joint accounts, at least one party to the account must do this)
- 4.4 The Cash Reward will be credited to Your Account without any deduction of tax. Whether you have to pay tax on the cash reward will depend on your personal circumstances.
  - 4.5 It is Your responsibility to monitor Your Account to ensure that it continues to meet Your requirements. You will receive regular statements which will provide You with information about the fees which have been debited to Your Account – including the monthly account fee. You will also be able to monitor whether You have qualified for the Cash Reward.
  5. **Debit Mastercard**
    - 5.1 You may apply for a Debit Mastercard Card to be issued to You. Availability of the Card is subject to status. Use of the Card is subject to the Special Terms and Conditions applicable to the Card.



**6. eBanking and Third Party Providers**

- 6.1 You can access the Account online using eBanking.
- 6.2 You can access the Account using the services of a TPP as follows:
  - (i) You can use a TPP which provides Account Information Services; and/or
  - (ii) You can use a TPP which provides Payment Initiation Services.

**Danske Choice**

- 1. The Danske Choice Account is only available to personal customers aged 18 years or older and is subject to status.
- 2. You may apply for a Debit Mastercard Card to be issued to You. Availability of the Card is subject to status. Use of the Card is subject to the Special Terms and Conditions applicable to the Card.
- 3. **eBanking and Third Party Providers**
  - 3.1 You can access the Account online using eBanking.
  - 3.2 You can access the Account using the services of a TPP as follows:
    - (i) You can use a TPP which provides Account Information Services; and/or
    - (ii) You can use a TPP which provides Payment Initiation Services.

**Danske Freedom**

- 1. The Danske Freedom Account is only available to personal customers aged between 18 and 27 years old, and is subject to status.
- 2. You will be eligible for the Danske Freedom Account until You (or in the case of a joint Account, any Account Holder) becomes 28 years old. On that date, if We have not received instructions regarding the balance in Your Danske Freedom Account from You, We may close Your Account giving You at least two months' notice or transfer any balance in Your Account to another account in Our current account range which We will open in Your name. The Terms and Conditions which will apply to Your new account will be advised to You when We open the account for You.
- 3. You may apply for a Debit Mastercard Card to be issued to You. Availability of the Card is subject to status. Use of the Card is subject to the Special Terms and Conditions applicable to the Card.
- 4. **eBanking and Third Party Providers**
  - 4.1 You can access the Account online using eBanking.
  - 4.2 You can access the Account using the services of a TPP as follows:
    - (i) You can use a TPP which provides Account Information Services; and/or
    - (ii) You can use a TPP which provides Payment Initiation Services.

**Danske Standard**

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

- 4.2. Where more than one item is presented for payment on the same day we will process your payment requests as follows:

(a) Direct Debits

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

(b) Standing Orders

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

5. Where a fee or service charge is due to be paid from Your Account and You do not have sufficient funds in Your Account to pay the fee or service charge, then We will deduct it from Your Account and a debit balance will be created. Any credits to Your Account will be applied firstly against any debit balance where we have a right to do so.
6. If You have provided Us with Your mobile telephone number then We will send You a text message to alert You if a debit balance has been created on Your account. The text message will tell You the time by which You need to lodge or transfer funds to avoid incurring returned item fees. To avoid incurring returned item fees You must lodge or transfer sufficient cleared funds to cover the fee(s) to be debited from Your Account. If You have not provided Us with Your mobile telephone number or You have opted out of receiving unarranged overdraft alerts then We will be unable to send You an alert.
7. You may apply for a Debit Mastercard Card to be issued to You. Use of the Card is subject to the Special Terms and Conditions applicable to the Card.
8. You may apply for our eBanking service, including Mobile and Tablet Apps. Use of eBanking is subject to the Special Terms and Conditions applicable to eBanking.
9. **eBanking and Third Party Providers**
- 9.1 You can access the Account online using eBanking.
- 9.2 You can access the Account using the services of a TPP as follows:

- (i) You can use a TPP which provides Account Information Services; and/or
- (ii) You can use a TPP which provides Payment Initiation Services.

#### Danske Discovery

- The Danske Discovery Account is only available to personal customers aged between 11 and 17 years old. You can only open the Account in Your own name. Joint applications will not be accepted.
- You will be eligible for the Danske Discovery Account until You become 18 years old. On that date, if We have not received instructions regarding the balance in Your Danske Discovery Account from You, We may close Your Account giving You at least two months' notice or transfer any balance in Your Account to another account in Our current account range which We will open in Your name. The Terms and Conditions which will apply to Your new account will be advised to You when We open the account for You.
- No cheque book facility is available on the Danske Discovery Account. Clause 10 of the General Terms and Conditions is not applicable to the Danske Discovery Account.
- There is no arranged Overdraft Service as described in Clause 14.3 of the General Terms and Conditions available on the Danske Discovery Account. If You try to make a payment out of Your Account (known as presenting an item for payment, such as a Card payment, direct debit or standing order) or interest or a fee or service charge is applied to Your Account which would have

the effect of creating an Overdraft, then We will treat this as an application for an unarranged Overdraft and this will be dealt with in accordance with the applicable provisions in Clause 14 of the General Terms and Conditions.

5. You may apply for a Debit Mastercard Card to be issued to You. Use of the Card is subject to the Special Terms and Conditions applicable to the Card.
6. Your Parent or Guardian must consent to You registering for eBanking. They can do so on the Bank's approved form. 24 Hour Telephone Banking is not available with Danske Discovery Accounts.
7. A Mandate may only be given by You to Your parent(s) or guardian(s) and We shall be entitled to honour and to charge to the Account and You shall be liable for any Transactions or withdrawals (and associated costs, charges and expenses) made or authorised under the Mandate until it is revoked by You or We advise you that it has ceased to be effective for any reason.
8. **eBanking and Third Party Providers**
  - 8.1 You can access the Account online using eBanking.
  - 8.2 You can access the Account using the services of a TPP as follows:
    - (i) You can use a TPP which provides Account Information Services; and/or
    - (ii) You can use a TPP which provides Payment Initiation Services.

## Section 3

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

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

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

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

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

A User will be able to use Our 24 Hour Telephone Banking Service to access his/her own Accounts and may be able to use Our 24 Hour Telephone Banking Service to access the Accounts of another Account Holder. Accordingly, a User can fall within the definition of both "You" (in respect of his/her own Accounts) and "Nominated User" (in respect of the Accounts of another Account Holder) and these Terms and Conditions should be read accordingly.

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

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

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

Then enter Your access code, followed by #.

For further details of the functionality of Our 24 Hour Telephone Banking Service, please refer to the User Guide.

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

For queries concerning the 24 Hour Telephone Banking Service select the "speak to an adviser" option on the menu when You access Our 24 Hour Telephone Banking Service or contact Your Branch. Calls to Our 24 Hour Telephone Banking Service

Helpdesk, 0345 7 365 024, are charged at local rate. Customers calling from mobile telephones may be charged a different rate. Please refer to Your service provider.

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

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

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

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

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

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

**Definitions:**

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

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

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

**"Bill Payee Details"** means the details of bill payees which are provided by You or a Nominated User so that Bill Payments can be effected through Our 24 Hour Telephone Banking Service.

**"Bill Payment"** means a transfer of funds into an account belonging to a third party using Our 24 Hour Telephone Banking Service.

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

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

- (a) been authorised by the Account Holder (or in the case of a joint Account the Account Holders) under Clause 5 and in accordance with these Special Terms and Conditions;
- (b) complied with the requirements which We specify shall apply from time to time in respect of Nominated Users (including, for example, providing Us with such documentation as We may require);
- (c) been accepted by Us; and
- (d) accepted these Special Terms and

Conditions to operate an Account (as specified in the Mandate(s) relating to the Nominated User) through the 24 Hour Telephone Banking Service all in accordance with the provisions of these Special Terms and Conditions.

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

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

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

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

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

**Offer**

1. We, offer to make available to You and any Nominated User on these Special Terms and Conditions the 24 Hour Telephone Banking Service.
2. You, and in the case of a Nominated User, the Nominated User should read these Special Terms and Conditions carefully before taking

any of the steps set out in this Clause 2. If there is any point You do not understand You should contact Us before proceeding. We will rely on these Special Terms and Conditions as soon as You take any of the following steps:

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

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

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

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

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

4. You agree and acknowledge that an instruction from a User to Us using correct Telephone Banking Security Information via the 24 Hour Telephone Banking Service will be treated by Us as Your consent to comply with that instruction and We will treat it as a valid and irrevocable authority for Us to follow that instruction. Accordingly, We may (subject to any legal or regulatory requirements, without enquiring into the purpose or circumstances of the instructions or transaction) honour such instruction even if such instruction causes an Account to become overdrawn. This consent to make a payment out of Your Account cannot be withdrawn once We have received an instruction. We are liable only for the execution of a payment transaction in accordance with the Sort Code and Account Number (or where applicable the BIC and IBAN) for the Payee's Account that You have given to Us. This is the case even if You have given Us additional information about the Payee. However, if the instruction relates to a payment by Direct Debit or Standing Order or other future dated payment, please refer to Clause 5.5 of the General Terms and Condition - Business or Clause 5.5 of the General Terms and Conditions - Personal (whichever is applicable).

#### Nominated User

5. We may allow You to nominate a person as a Nominated User to access and/or operate an Account. We will ask You to complete a Mandate. You may notify Us in writing that You wish to amend or revoke the Mandate(s) which You have executed in respect of a

Nominated User. A Nominated User's right to use the 24 Hour Telephone Banking Service to access and/or operate an Account will be withdrawn when You have notified Us when You want that to happen.

6. Subject to Clause 5, You are liable for any use or operation of an Account by a Nominated User as if the Account had been used or operated by You. You should ensure that any Nominated User has read and understood these Special Terms and Conditions. You must also ensure that the Nominated User complies with all Your obligations under these Special Terms and Conditions.
7. A User may continue to use the 24 Hour Telephone Banking Service unless:
- (a) Our 24 Hour Telephone Banking Service is cancelled or terminated under these Special Terms and Conditions; or
  - (b) access for that User to the 24 Hour Telephone Banking Service is denied under these Special Terms and Conditions; or
  - (c) where that User is a Nominated User, the Mandate provided by You in relation to that Nominated User is revoked by You.

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

8. You and any Nominated User agree and acknowledge that:
- (a) (subject to Clause 24) a payment instruction which is received before the Cut-off Time as set out in the Payment Table will be processed on the same day but if it is received after the Cut-off Time

- it will be processed on the next Business Day after the instruction is received;
  - (b) the balance information for an Account will include items that are not cleared; and
  - (c) a User will not have access to Bill Payee Details set up by another User on the 24 Hour Telephone Banking Service even where such Users have access to the same Accounts on the 24 Hour Telephone Banking Service.
- Details of Cut-off Times and other information relating to timing of payment transactions are set out in the Payment Table provided in the General Terms and Conditions.

9. You and any Nominated User agree that You and any Nominated User shall not make use of all or any part of Our 24 Hour Telephone Banking Service or any information available on Our 24 Hour Telephone Banking Service on behalf of any third party (other than as permitted by these Special Terms and Conditions), or resell or otherwise make all or any part of Our 24 Hour Telephone Banking Service available to a third party (other than as permitted by these Special Terms and Conditions).
10. You and/or the Nominated User shall advise Us without delay if You and/or the Nominated User encounters any interruption or failure of Our 24 Hour Telephone Banking Service. It is Your and/or the Nominated User's responsibility to use other means of effecting transactions and giving and obtaining information if for any reason Our 24 Hour

Telephone Banking Service is unavailable for use or malfunctioning. We will advise You and/or the Nominated User of the alternative means to be used to communicate information and operating instructions during the period Our 24 Hour Telephone Banking Service is interrupted.

#### Fees

11. When using the 24 Hour Telephone Banking Service, transactions instructed by You and any Nominated User for payment of bills from any of Your or the Nominated User's credit card or corporate card Accounts with Us will be treated as cash advances and charged in accordance with the terms and conditions (and current tariff where applicable) relating to Your or the Nominated User's credit card or corporate card agreement which have been provided to You or the Nominated User.
12. Any fees and service charges will be calculated and applied in accordance with Our 'Fees and service charges explained' leaflets.

#### Your Responsibilities

13. You and any Nominated User are responsible for the acquisition, operation and maintenance of communications equipment which can communicate with the equipment and software used by Us from time to time in connection with Our 24 Hour Telephone Banking Service.
14. You must take all reasonable steps to keep Your Telephone Banking Security Information safe. You must:

- change Your ACN allocated to You by Us when You first access Our 24 Hour Telephone Banking Service and thereafter at least once every three months;
- Never permit any other person to use Your Telephone Banking Security Information. If You wish to permit any other person to use Your Account then You should ask Us to give You the relevant application form to appoint that person as a Nominated User;
- Never disclose Your Telephone Banking Security Information to any other person (not even the police or Bank staff);
- Never respond to an email, SMS (text message) or telephone request, even where this appears to be from Us, which asks You to disclose Your Telephone Banking Security Information or any part of it. The Bank will never send You an email, SMS (text message) or telephone You to seek this information. If You receive an email, SMS (text message) or a telephone call of this nature then it is likely to be fraudulent;
- Never record or store Your Telephone Banking Security Information anywhere (including, for example, the memory of any telecommunications equipment used to access Our 24 Hour Telephone Banking Service) without at first taking reasonable steps to disguise it; and
- Immediately report to Us if Your Telephone Banking Security Information is lost or stolen or You think someone else knows it You should comply with Clause 16.

15. You must ensure that a Nominated User complies with the provisions of Clause 14 in relation to their Telephone Banking Security Information.

#### 16.1 If:

- (a) a User's Telephone Banking Security Information becomes known (or You or the Nominated User suspects it has become known) to anyone other than the User;
- (b) any correspondence from Us containing a User's ACN and/or Customer Number has been, or appears to have been, opened or tampered with;
- (c) You or the Nominated User becomes aware of any unauthorised transaction or error on an Account using 24 Hour Telephone Banking Service; or
- (d) You or the Nominated User thinks someone else has or may try to access Your Account;

You and/or the Nominated User must immediately notify Us without undue delay. You and/or the Nominated User can do this in the ways set out in Part 1 of the General Terms and Conditions - Personal or Business (whichever is applicable) under the heading "How You can contact Us". Further details are available in any Branch and on Our Website.

- 16.2 Further details about Your liability and Our liability are set out in Clauses 6 and 7 of the General Terms and Conditions - Personal or Business (whichever is applicable)..

#### Allocation of liabilities

17. You are liable for any breach by a Nominated User of these Special Terms and Conditions as if such breach had been committed by You.

18. You will be liable for any loss or damage incurred by another party due to breach of these Special Terms and Conditions by You or by any Nominated User where such breach constitutes fraud or negligence by You or by any Nominated User and You shall indemnify Us for any such claims made against Us by other parties and for any costs incurred in respect of such claims.
19. Without prejudice to the provisions of Clauses 6 and 7 in the General Terms and Conditions - Personal or Business (whichever is applicable), You and each Nominated User acknowledge that, subject to Your and their rights implied at law which cannot be excluded, We are not liable:
- (a) for any breakdown or interruption in Our 24 Hour Telephone Banking Service due to circumstances beyond Our reasonable control or for periods of planned downtime, including, without limitation, for routine maintenance to computing or electronic or other communications equipment or software;
  - (b) for any breakdown in, interruption or errors caused to Your or the Nominated User's telecommunications, computer or computing equipment or software as a result of using Our 24 Hour Telephone Banking Service;
  - (c) to a Payee where a User provides incorrect information (for example, where, in the case of a Domestic Electronic Payment, a User does not provide the correct Sort Code and Account Number for the Payee);
  - (d) for any delays or errors by other parties;
  - (e) for any loss of profit, loss of revenue, loss of data, loss of use, loss of goodwill, loss of savings, interruption of business or claims of third parties or any other costs or losses, whether caused to You or a third party, that are indirectly caused by the event which led to any claim against Us, unless specifically stated in these Special Terms and Conditions even if We have been advised of the possibility of such loss or damage;
  - (f) for any reliance placed by You or any Nominated User on any part of Our Website or these Special Terms and Conditions which may have been stored or retained by You or any Nominated User and which may be out of date or otherwise amended (where applicable, in accordance with these Special Terms and Conditions) at any time and from time to time;
  - (g) for losses or damage suffered by You or any Nominated User which results from any event referred to in Clause 28.2 of the Bank's General Terms and Conditions - Personal or Clause 27.2 in the General Terms and Conditions - Business (whichever is applicable);
  - (h) for losses or damage which arise due to any disclosure by a User of his/her Telephone Banking Security Information; or
  - (i) for losses or damage which arise due to any failure or defect in Your or any Nominated User's telecommunications equipment.
20. Nothing in these Special Terms and Conditions shall:
- (a) exclude or restrict Our liability for fraudulent misrepresentation by Us, Our employees, officers or agents or for death or personal injury resulting from Our negligence or the negligence of Our employees, officers or agents; or
  - (b) operate so as to affect Your or a Nominated User's statutory rights where Our services are supplied to You or a Nominated User as a consumer.
- Our Responsibilities**
21. We are not responsible for:
- (a) Any destruction, alteration or loss of or damage to Your or any Nominated User's data or for delay, errors or omissions in any transmission of Your or any Nominated User's data or for any other events affecting Your or any Nominated User's data which occur prior to the data being received by Us or which occur as a result of transmission over any public telecommunications network;
  - (b) Any consequences of the events referred to above, even if the result is non-payment or multiple payment of, or delay in effecting, the relevant payment order or other transaction;
  - (c) Any information becoming known to any third party as a consequence of errors in the transmission of Your or any Nominated User's data or as a consequence of any third party gaining unauthorised access to the data



transmission line in Our equipment or software (provided that We comply with Our obligations to take appropriate measures to protect against unauthorised access by any third party to any of Your or a Nominated User's personal data retained by Us).

22. You and any Nominated User acknowledge that We may reverse the linking of an Account to Our 24 Hour Telephone Banking Service for any reason (including, without limitation, because the relevant Account has been closed).
23. You and any Nominated User acknowledge that the correctness of information about an Account which a User obtains through Our 24 Hour Telephone Banking Service is subject to checking by Us as part of Our normal procedures and reflects the entries that have been posted to the relevant Account at the time the information is obtained.

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

- 24.1 We can stop or suspend Your use of Your Telephone Banking Security Information, the 24 Hour Telephone Banking Service or any service on 24 Hour Telephone Banking:
- (a) where We reasonably believe that a User's Telephone Banking Security Information is at risk;
- (b) where We have reasonable grounds to suspect unauthorised or fraudulent use of the Telephone Banking Security Information or the 24 Hour Telephone banking Service;

- (c) where Your Account is overdrawn and We believe that there is a significantly increased risk that You may be unable to fulfil Your obligations to repay the overdrawn amount;
- (d) where We have a legal obligation to do so; or
- (e) where You have broken the terms of this Agreement or any of the terms of the General Terms and Conditions.
- We may also refuse to carry out individual transactions on Your Account in accordance with Clause 9 of the General Terms and Conditions - Personal or Business (whichever is applicable).

- 24.2 Where We have exercised Our rights under Clause 24.1 We will where reasonably possible (and where it would not be a breach of security or against the law) give You appropriate notice of Our intention to do so and explain Our reasons. If We have not contacted You in advance and a payment instruction from You is refused We will try to make this information available to You on the 24 Hour Telephone Banking Service. You can also get this information if You contact Us. See the section in Part 1 of the General Terms and Conditions - Personal or Business (whichever is applicable) "How You can contact Us". We will replace Your Telephone Banking Security Information and the 24 Hour Telephone Banking Service as soon as reasonably practicable after the reasons for stopping its use cease to exist.
- 24.3 You can terminate these Special Terms and Conditions and therefore Your 24 Hour Telephone Banking Service at any time and without penalty by notifying Us in writing or by contacting Your Branch.

- 24.4 If this Agreement is purportedly terminated by either You or Us at a time when You are also a Nominated User in relation to the Accounts of another Account Holder, Your Telephone Banking Security Information will remain useable in relation to Your Accounts notwithstanding such termination and You will continue to be bound by these Terms and Conditions until the Agreement for 24 Hour Telephone Banking Service is terminated.
- 24.5 We can terminate these Special Terms and Conditions and therefore Your 24 Hour Telephone Banking Service by giving You at least two months' notice for any of the reasons set out in Clause 20 of the General Terms and Conditions - Personal or Business (whichever is applicable). If You are a Corporate Opt-out Customer then this Clause 24.5 will apply save that the period of notice can be less than two months but will always be at least thirty days.
- 24.6 If Your Account is terminated in accordance with the provisions of the General Terms and Conditions, then Your 24 Hour Telephone Banking Service will be automatically terminated.
- 24.7 If Your 24 Hour Telephone Banking Service is terminated in accordance with this Clause 24, then each User's access to the 24 Hour Telephone Banking Service in relation to Your Account will automatically be terminated.
- 24.8 If a Nominated User's Mandate is withdrawn in accordance with Clause 7, then that Nominated User's access to the 24 Hour Telephone Banking Service in relation to Your Account will automatically be terminated.

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

**Disputes**

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

## Section 4

### Special Terms and Conditions - eBanking

These are the Special Terms and Conditions which apply to eBanking. These Special Terms and Conditions are in addition to the General Terms and Conditions - Personal Accounts and to any other Special Terms and Conditions that apply to Your Account or Service. Unless otherwise stated, where these Special Terms and Conditions for eBanking are not consistent with any of the other aforementioned Terms and Conditions then the Special Terms and Conditions for eBanking will apply to the extent of that inconsistency in relation to the operation of the eBanking Service.

	Full eBanking Service	Mobile Bank UK App	Tablet Bank UK App	Danske Bank Apple Watch App
How do I get started?	Register for eBanking.	Register for eBanking.	Register for eBanking.	Register for eBanking and have downloaded the Mobile Bank UK App to your iPhone to pair the Apple Watch with your iPhone. Once you have done this you can use the Watch app to select the Danske Bank Apple Watch app from the list of available Apps on your Apple Watch. Ensure the 'Remember User ID' option is selected on the Mobile Bank UK App.
I have received my User ID, Temporary Passcode and Security Card. What do I do next?	Follow the instructions in our "Set up guide for eBanking".	Follow the instructions in our "Set up guide for eBanking" Your first log on must be on the Full eBanking Service.	Follow the instructions in our "Set up guide for eBanking" Your first log on must be on the Full eBanking Service.	Follow the instructions in our "Set up guide for eBanking" Your first log on must be on the Full eBanking Service.
I have logged on with Access ID. What do I do next?	You can start using our full eBanking service.	Log on to the App Store and download the Mobile Bank UK App. You will find this if you search under Danske Bank. Click on the "Log-On" button on screen. Follow the instructions on screen to log on and use Mobile Banking.	Log on to App Store and download the Tablet Bank UK App. You will find this if you search under Danske Bank. Click on the "Log-On" button on screen. Follow the instructions on screen to log on and use Mobile Banking.	You must have your iPhone and your Apple Watch on your person in order to access the Danske Bank Apple Watch App. You can then access the App on your Apple Watch by inputting your 4 digit eBanking passcode.
What services can I use?	A list of the functionality available via the Full eBanking Service is available on Our website <a href="http://www.danskebank.co.uk">www.danskebank.co.uk</a> and can be changed from time to time. We will advise You of changes to functionality by sending You a secure mail.	A list of the functionality available via the Mobile Bank UK App is available on Our website <a href="http://www.danskebank.co.uk">www.danskebank.co.uk</a> in the 'help' section on the App and can be changed from time to time. You will receive a notification of changes to the functionality on Your Mobile Device and You will need to download the latest version of the Mobile Bank UK App via the App store.	A list of the functionality available via the Tablet Bank UK App is available on Our website <a href="http://www.danskebank.co.uk">www.danskebank.co.uk</a> in the 'help' section on the App and can be changed from time to time. You will receive a notification of changes to functionality on Your Mobile Device and You will need to download the latest version of the Tablet Bank UK App via the App store.	A list of the functionality via the Watch app is available on Our website <a href="http://www.danskebank.co.uk">www.danskebank.co.uk</a> . You can : -select 3 of your accounts and be able to view the balance and transactions that have taken place in the previous 24 hours -select 1 of your current accounts - on which you then get an overview of your spending We reserve the right to change the available functionality from time to time. but if we do we will send you a secure mail to advise you.
How much does it cost?	eBanking is currently free from charges by the Bank, however you should refer to Your Mobile Phone service/internet provider for any additional charges that could be imposed by them.	eBanking is currently free from charges by the Bank, however you should refer to Your Mobile Phone service/internet provider for any additional charges that could be imposed by them.	eBanking is currently free from charges by the Bank, however you should refer to Your internet provider for any additional charges that could be imposed by them.	eBanking is currently free from charges by the Bank, however you should refer to Your Mobile Phone service/internet provider for any additional charges that could be imposed by them.
Can I use eBanking anywhere in the world?	Yes however You should refer to Your Mobile Phone service/internet provider for any additional charges that could be imposed by them. Before making any payment using eBanking when You are abroad You should check that it is permitted by local law.	Yes however You should refer to Your Mobile Phone service/internet provider for any additional charges that could be imposed by them. Before making any payment using eBanking when You are abroad You should check that it is permitted by local law.	Yes however You should refer to Your internet provider for any additional charges that could be imposed by them. Before making any payment using eBanking when You are abroad You should check that it is permitted by local law.	Yes however You should refer to Your internet provider for any additional charges that could be imposed by them. You cannot make a payment using the Danske Bank Apple Watch App.
Technical Requirements	Please refer to Our website <a href="http://www.danskebank.co.uk">www.danskebank.co.uk</a>	Please refer to Our website <a href="http://www.danskebank.co.uk">www.danskebank.co.uk</a>	Please refer to Our website <a href="http://www.danskebank.co.uk">www.danskebank.co.uk</a>	Please refer to Our website <a href="http://www.danskebank.co.uk">www.danskebank.co.uk</a>

**Part 1 - General Information about eBanking****1. Our eBanking Service**

Details of how to use our eBanking Service are set out in the table below. Please note that not all eBanking Services are available through Our Mobile Bank UK App or Tablet Bank UK App; You accept that by using a Mobile Device to access eBanking You will only have access to a reduced service. Full details of the range of services available can be viewed on Our website. You will need to log on to full eBanking at [www.danskebank.co.uk](http://www.danskebank.co.uk) regularly to access all the available services. We recommend You do this at least every 30 days.

It is important that You only download Apps in accordance with the Terms and Conditions that You have agreed with the App Store.

We may update the services offered via Our eBanking Service from time to time.

If:

You registered for eBanking more than six months ago but have never logged on, You will need to fill in a new agreement to start using eBanking.

**2. Electronic Mailbox**

When You register for eBanking You will be asked if You also want to register for Electronic Mailbox. If You register for Electronic Mailbox then We will make Your statements and various other correspondence from Us available within Electronic Mailbox and We will not provide Your statements on paper by post. The Terms and Conditions for Electronic Mailbox are set out at the end of these

Special Terms and Conditions - eBanking. You can view Your Electronic Mailbox using the full eBanking Service through the internet network or the App.

**3. Terms and Conditions**

These Special Terms and Conditions may be:

- accessed and viewed via Our Website and can be printed out by selecting/clicking on the PRINT button on the appropriate page on Our Website; or
- obtained by phoning Our eBanking Customer Service on 0345 6031534.

**4. Users/Nominated Users**

A User will be able to use Our eBanking Service to access his/her own Accounts and may be able to use Our eBanking Service to access the Accounts of another Account Holder where the person has provided a mandate. Accordingly, a User can fall within the definition of both "You" (in respect of his/her own Accounts) and "Nominated User" (in respect of the Accounts of another Account Holder) and these Special Terms and Conditions should be read accordingly.

In order to use Our eBanking Service, each User will need to have an Electronic Signature. For details on how to obtain an Electronic Signature, please contact Our eBanking Customer Service on 0345 6031534.

We may also permit You and/or a Nominated User to access other services on Our eBanking Service. You will need to complete additional documentation in order to have or provide access to these other services on Our eBanking Service. If You would like to discuss other services please contact Us on 028 9004 9221.

You and/or a Nominated User must keep Your Electronic Signature safe and secure. Please see Clauses 17 and 19 of these Special Terms and Conditions for further details of Your responsibility in this area.

**5. General Information**

For queries concerning the eBanking Service contact Our eBanking Customer Service on 0345 6031534.

Calls to the eBanking Customer Service are charged at local rate. Customers calling from mobile telephones may be charged a different rate. Please refer to Your service provider.

You should ensure that each User always exits the eBanking Service by using the "log off" key on the screen. This is to prevent any person who uses the computer or Mobile Device after the User from accessing any of Your Account information. Please see the Security Information on Our Website for further information about security and the eBanking Service.

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

**Part 2 - Special Terms and Conditions - eBanking****Definitions**

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

“**App**” means the eBanking Service available when using a Mobile Device to which Our Mobile Banking Application has been downloaded from the App Store (or such other stores as may offer Our Mobile Banking Application from time to time) which enables the electronic receipt and transmission of information (including in relation to an Account).

“**App Store**” is a digital distribution platform for mobile and tablet Apps for specific operating systems. The App Stores and associated operating systems We have developed Apps for can be found on Our Website.

“**eBanking Service**” means the range of eBanking Services as summarised in the table set out in Part 1- Section 1 of these Special Terms and Conditions - eBanking (under the heading ‘Our eBanking Service’). We make available through the internet network, or the App. The eBanking Service available through Mobile Banking will not include all the functions which are available when using the Full eBanking Service. The eBanking Service enables the electronic receipt and transmission of information (including in relation to an Account), the making of payments from Your Account, and the electronic signing of certain documents We may send to You for signature via Our eBanking Service.

“**Electronic Signature**” has the meaning set out in the Electronic Signature Terms and Conditions.

“**Electronic Signature Terms and Conditions**” means the Electronic Signature Terms and Conditions which each User must accept as a pre-condition before using Our eBanking Service.

“**Help Pages**” means the pages on Our Website and on the eBanking Service web pages on Our Website which explain how the service operates and how to perform various functions associated with the service, as updated from time to time.

“**Mobile Banking**” means the eBanking Service that is available through a Mobile Device.

“**Mobile Banking Application**” means the Danske Bank App which We make available for use with a Mobile Phone or iPod touch known as ‘Mobile Bank UK’ and or the Danske Bank App which We make available for use with tablet devices known as ‘Tablet Bank UK’.

“**Mobile Device**” means a Mobile Phone, iPod touch, watch, tablet device or any other internet enabled device which You use to access Your Account.

“**Mobile Phone**” means the internet enabled mobile telephone device which You use to access your Account.

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

- (a) been authorised by the Account Holder (or in the case of a joint Account the Account Holders) under Clause 7 and in accordance with these Special Terms and Conditions; and
- (b) complied with the requirements which We specify shall apply from time to time in respect of Nominated Users (including, for example, providing Us with such documentation as We may require);
- (c) been accepted by Us; and
- (d) accepted these Special Terms and Conditions to operate an Account (as specified in the Mandate(s) relating to the Nominated User) through the eBanking Service all in accordance with the provisions of these Special Terms and Conditions.

“**Page**” means the content that is contained in the printed copy format of these Special Terms and Conditions, or viewed directly from Our Website.

“**Spending Overview**” means that part of the eBanking Service described in Clause 2(b).

“**Terms of Use**” means Our rules on the use of Our Website which are displayed on Our Website, as amended from time to time.

“**Third Party Provider**” (“**TPP**”) means an independent provider of services which can offer Account Information Services or Payment Initiation Services to You.

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

“**User ID**” means the number which We have notified in writing in accordance with Our procedures to a prospective User as the User ID applicable to that User.

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

1. We offer to make available to You and any Nominated User the eBanking Service subject to these Special Terms and Conditions. You may access other services from the eBanking Service. Where You do so the terms and conditions for those other services will also apply. Age restrictions may apply as set out in any Special Terms and Conditions for Your Account. You will not be able to download the App if You are under 13. You will be required by the App Stores to obtain parental consent to download the App if You are aged 13 - 18.
- 2(a) You, and in the case of a Nominated User, the Nominated User, should read these Special Terms and Conditions carefully before taking any of the steps set out in this Clause 2. If there is any point You do not understand You should contact Us before proceeding. We will rely on these Special Terms and Conditions, and You will be bound by these Special Terms

and Conditions, as soon as You take any of the following steps:

- (i) when You, or in the case of a Nominated User, the Nominated User accept the Agreement on Electronic Signature (You may be asked to do this when You sign a Customer Agreement with Us or when You ask to become registered for eBanking);
- (ii) when You complete the Mandate(s) referred to in Clause 7 below;
- (iii) when You, or in the case of a Nominated User, the Nominated User, select and/or click on the "SIGN" button on Our eBanking agreement within eBanking.

## 2(b) Spending Overview

When You register for eBanking You will automatically be given access to Spending Overview provided that You are at least 18 years old. Spending Overview is a tool which will automatically categorise most of the payment transactions on any current accounts and credit card accounts that You hold with Us. We will assign categories using information that is available to Us - such as data which is provided to Us with the payment transaction. We cannot guarantee that the categorisation is accurate or suitable for Your purposes.

You will be able to change the categorisation. Where You or any Nominated User change a categorisation then this will immediately apply to the Account. Further information on the functionality within the Spending Overview is available on the Help Pages.

Spending Overview is made available for Your information only and does not constitute

advice about the appropriateness or possible consequences of any actions You might decide to take as a result of the information provided.

- 3. Once You, or in the case of a Nominated User, the Nominated User:
  - (a) has taken any of the steps set out in Clause 2(a) above; and
  - (b) has accessed the eBanking Service using the User's Electronic Signature in accordance with the Electronic Signature Terms and Conditions.

We will register You, or in the case of a Nominated User, the Nominated User, as a User of the eBanking Service in accordance with these Special Terms and Conditions. Once a User is registered, the User may use the eBanking Service in accordance with these Special Terms and Conditions.

- 4. A User may continue to use the eBanking Service unless:
  - (a) the eBanking Service is cancelled or terminated under these Special Terms and Conditions;
  - (b) access for that User to the eBanking Service is denied under these Special Terms and Conditions; or
  - (c) where that User is a Nominated User, the Mandate provided by You in relation to that Nominated User is revoked by You.
- 5. It is a condition of use of Our Website and the eBanking Service that the User accepts the Terms of Use and agrees to follow the instructions given in the Help and Information Pages.

- 6.1 You agree and acknowledge that an instruction from a User to Us using the correct Electronic Signature (or at least 2 of the component parts of Your Electronic Signature - as set out in Clause 6.2) via the eBanking Service will be treated by Us as Your consent to comply with that instruction and We will treat it as a valid and irrevocable authority for Us to follow that instruction. Accordingly, We may (subject to any legal or regulatory requirements, without enquiring into the purpose or circumstances of the instructions or transaction) honour such instruction even if such instruction causes an Account to become overdrawn.

We are liable only for the execution of a payment transaction in accordance with the Sort Code and Account Number (or where applicable the BIC and IBAN) for the Payee's Account that You have given to Us. This is the case even if You have given Us additional information about the Payee.

This consent to make a payment out of Your Account cannot be withdrawn once We have received an instruction. However, if the instruction relates to payment by direct debit, standing order, or other future dated payment, please refer to Clause 5.5 of the General Terms and Conditions - Personal Accounts.

- 6.2 You agree and acknowledge that We may permit a User to access certain information and give certain payment instructions using Mobile Banking without requiring the User to input all of the component parts of the Electronic Signature. For example We will require a User to input their User ID and Personal Passcode, but not the code from the Security Card, to (i) access information such

as balance information or mini statement information, (ii) transfer funds between Accounts held with the Bank which are in Your sole name, in the joint names of You and another person(s), or on which You have a mandate and (iii) electronically sign certain documents We may send to You via Our eBanking Service. We will not permit any instruction, via Mobile Banking, to make any other payment out of Your Accounts, without requesting that the code from the User's Security Card is input. We will always require the User to input all 3 component parts of their Electronic Signature to log on to Our Full eBanking Service. When We ask the User to authorise a transaction, confirm an instruction to Us, or electronically sign any document using the Full eBanking Service We will ask the User to confirm the User ID and input the User's Personal Passcode. We may require the User to input the code from their Security Card. We will treat an instruction so authorised as Your consent to comply with that instruction as referred to in Clause 6.1.

6.3 You agree and acknowledge that any agreement which has been signed by You using Your Electronic Signature will be treated by Us as a validly executed and enforceable agreement between You and Us.

#### Nominated User

7. We may allow You to nominate a person as a Nominated User to access and/or operate an Account. We will ask You to complete a Mandate. You may notify Us in writing that You wish to amend or revoke the Mandate(s) which You have executed in respect of a Nominated User. You may notify Us electronically, but for security reasons, You may only do so

electronically if You use the electronic messaging facility which is part of Our eBanking Service. A Nominated User's right to use the eBanking Service to access and/or operate an Account will be withdrawn when You have notified Us of the date from which You want that to happen.

8. Subject to Clause 7, You are liable for any use or operation of an Account by a Nominated User as if the Account had been used or operated by You. You should ensure that any Nominated User has been told that it is important that they read and understand these Special Terms and Conditions. You must also ensure that the Nominated User complies with all Your obligations under these Special Terms and Conditions.
9. You and any Nominated User agree and acknowledge that:
  - (a) [subject to Clause 28] a payment instruction which is received after the Cut-off Time will be processed on the next Business Day after the instruction is given; and
  - (b) the balance information for an Account may include uncleared items. Details of Cut-off times and other information relating to timing of payment transactions are set out in the Payment Table provided in the General Terms and Conditions - Personal Accounts.
10. You and any Nominated User agree that You and any Nominated User shall not make use of all or any part of Our eBanking Service or any information available on Our eBanking Service on behalf of any third party [other than as

permitted by these Special Terms and Conditions], or resell or otherwise make all or any part of Our eBanking Service available to a third party (other than as permitted by these Special Terms and Conditions). You agree that by downloading the App to access eBanking You will comply with the Terms and Conditions [or other applicable legal agreement including any licence under which the App may be downloaded].

11. Access to the eBanking Service will be denied to a User if the User enters an incorrect Electronic Signature on three consecutive occasions. If this occurs then You or the Nominated User should contact Our eBanking Customer Service on 0345 6031534.
12. You and/or the Nominated User shall advise Us without delay if You and/or he/she encounters any interruption or failure of the eBanking Service. It is Your and/or the Nominated User's responsibility to use other means of effecting transactions and giving and obtaining information if for any reason the eBanking Service is unavailable for use or malfunctioning. Where reasonably possible, We will advise You and/or the Nominated User of the alternative means to be used to communicate information and operating instructions during the period the eBanking Service is interrupted. We will do this via Our Website.
13. You may use the services of a Third Party Provider to access Your Accounts using Your Electronic Signature. Where the Third Party Provider uses Screen-scraping techniques to

access Your Accounts then the TPP will be accessing Your eBanking Service and We will not be able to restrict what the TPP can do. Where the TPP accesses Your Accounts using the Open Banking APIs the TPP will not be accessing the eBanking Service. Instead You will be asked to insert Your Electronic Signature within a dedicated secure webpage provided by Us. Further information is available in the General Terms and Conditions – Personal Accounts at Clauses 5.5.9 and 8.

#### Fees

14. When using the eBanking Service, transactions instructed by You and any Nominated User for payment of bills from any of Your or the Nominated User's credit card accounts will be treated as cash advances and charged in accordance with the terms and conditions (and current tariff where applicable) relating to Your or the Nominated User's credit card agreement which have been provided to You or the Nominated User.
15. Any fees and service charges will be calculated and applied in accordance with Our 'Fees and service charges explained' leaflets.

#### Your Responsibilities

16. You and any Nominated User are responsible for the acquisition, operation and maintenance of computer and communications equipment (including Mobile Devices) which can communicate with the equipment and software used by Us from time to time in connection with the eBanking Service.
17. You must take all reasonable steps to keep Your Electronic Signature safe. Your Electronic

Signature is made up of Your User ID, Your Personal Passcode and the code or combination that We ask You to input from Your Security Card. You must:

- (a) Destroy the PIN notification as soon as You have used it. The PIN notification will advise You of the confidential personal identification number that You must use when You first log-on to the eBanking Service. You will be prompted to change this PIN when You first log-on and the number that You choose is known as Your Personal Passcode;
- (b) Unless You are using the services of a TPP, never permit any other person to use Your Electronic Signature. If You wish to permit any other person to use Your Account then You should ask Us to give You the relevant application form to appoint that person as a Nominated User;
- (c) Never disclose Your Electronic Signature to any other person (not even the police or Bank staff) unless that other person is a TPP which You have provided the information to for the purposes of using their services to access Your Accounts and You have taken reasonable steps to satisfy Yourself that that TPP is authorised and regulated by the FCA or another European Regulator. You can check that this is the case by visiting the FCA website or the European Banking Authority website. TPPs are obliged by the Payment Services Regulations to ensure that Your Electronic Signature is not accessible to other persons and to ensure that Your Electronic Signature is transmitted through safe and efficient channels when You use their services;

- (d) Never respond to an email, SMS (text message) or telephone request, even where this appears to be from Us, which asks You to disclose Your Electronic Signature or any part of it. The Bank will never send You an email, SMS (text message) or telephone You to seek this information. If You receive an email, SMS (text message) or a telephone call of this nature then it is likely to be fraudulent;
- (e) Never record or store Your Electronic Signature (other than the Security Card) anywhere without at first taking reasonable steps to disguise it. If You provide Your Electronic Signature to a TPP the TPP must not store it unless the TPP is providing You with Account Information Services and it is necessary to store the Electronic Signature to provide that service. If the TPP is providing You with Account Information Services and is using Screen-scraping techniques it may be able to access Your information even if it only has the User ID and Personal Passcode;
- (f) Never copy Your Personal Passcode or User ID to Your Mobile Device or computer without at first taking reasonable steps to disguise it. Never take a photograph or otherwise copy Your Security Card to Your Mobile Device or computer; and
- (g) Immediately report to Us if Your Personal Passcode or Security Card is lost or stolen or You think someone else, who is not a Third Party Provider which You have provided the information to for the purposes of accessing Your Accounts using their services, knows it You should comply with Clause 19.



18. You must ensure that a Nominated User complies with the provisions of Clause 17 and the guidance contained therein in relation to their Electronic Signature.

#### Your Liability

##### 19.1 If:

- (a) a User's Electronic Signature becomes known (or You or the Nominated User suspects it has become known) to anyone other than the User or a TPP which is authorised and regulated by the FCA or another European Regulator and which has been authorised by You or the Nominated User;
- (b) You or the Nominated User become aware that a computer which a User uses to access and use the eBanking Service in respect of Your Account is lost, stolen or fraudulently accessed;
- (c) You or the Nominated User become aware of any unauthorised transaction or error on an Account using the eBanking Service; or
- (d) You or the Nominated User think someone else, who is not a TPP authorised and regulated by the FCA or another European Regulator and to which You or a Nominated User have given consent, has or may try to access Your Account.

You and/or the Nominated User must notify Us without undue delay. You and/or the Nominated User can do this by way of any of the methods set out in Part 1 of the General Terms and Conditions - Personal Accounts under the heading "How You can contact Us." Further details are available in any Branch and on Our Website.

19.2 Further details about Your liability and Our liability are set out in Clauses 6 and 7 of the General Terms and Conditions - Personal Accounts.

20. You are liable for any breach by a Nominated User of these Special Terms and Conditions as if such breach has been committed by You.

21. You will be liable for any loss or damage incurred by another party due to breach of these Special Terms and Conditions by You or by any Nominated User where such breach constitutes fraud or negligence by You or by any Nominated User and You shall reimburse Us for any such claims made against Us by other parties and for any costs incurred in respect of such claims.

22. Without prejudice to the provisions of Clause 7 in the General Terms and Conditions, You and each Nominated User acknowledge that, subject to Your and their rights implied at law which cannot be excluded, We are not liable:

- (a) for any breakdown or interruption in the eBanking Service due to periods of planned downtime, including, without limitation, for routine maintenance to computing or electronic or other communications equipment;
- (b) for any breakdown in, interruption or errors caused to Your or the Nominated User's computer, computing equipment or Mobile Device as a result of using the eBanking Service;
- (c) to a Payee where a User provides incorrect information (for example, where, in the case of a Domestic Electronic

Payment, a User does not provide the correct sort code and account number for the Payee);

- (d) for any delays or errors by other parties (for example, the failure of a financial institution to credit or debit an Account in a timely manner);
- (e) for any loss of profit, loss of revenue, loss of data, loss of use, loss of goodwill, loss of savings, interruption of business or claims of third parties or any other costs or losses, whether caused to You or a third party, that are indirectly caused by the event which led to any claim against Us, unless specifically stated in these Special Terms and Conditions even if We have been advised of the possibility of such loss or damage;
- (f) for any reliance placed by You or any Nominated User on any part of Our Website or these Special Terms and Conditions which may have been stored or retained by You or any Nominated User and which may be out of date or otherwise amended (where applicable, in accordance with these Special Terms and Conditions) at any time and from time to time. You can view our current Terms and Conditions on our website [www.danskebank.co.uk](http://www.danskebank.co.uk);
- (g) for losses or damage which arises due to any failure or defect in Your or any Nominated User's software or systems; or
- (h) for losses or damage which arises due to any modification of Your Electronic Signature (other than by Us).

23. Nothing in these Special Terms and Conditions shall:

- (a) exclude or restrict Our liability for fraudulent misrepresentation by Us, Our employees, officers or agents or for death or personal injury resulting from Our negligence or the negligence of Our employees, officers or agents; or
- (b) operate so as to affect Your or a Nominated User's statutory rights where Our services are supplied to You or a Nominated User as a consumer.

#### **Our Responsibilities**

24. We are not responsible for:

- (a) Any destruction or loss of or damage to Your or any Nominated User's data or for delay, errors or omissions in any transmission of Your or any Nominated User's data or for any other events affecting Your or any Nominated User's data which occur prior to the data being received by Us or which occur as a result of transmission over any public telecommunications network, including the Internet;
- (b) Any consequences of the events referred to above, even if the result is non-payment or multiple payment of, or delay in effecting, the relevant payment order or other transaction – subject always to the provisions of Clause 7 of the General Terms and Conditions – Personal Accounts in respect of Your liability;
- (c) Any information becoming known to any third party as a consequence of errors in the transmission of Your or any Nominated User's data or as a consequence of any third party gaining unauthorised access to

the data transmission line in Our equipment or software (provided that We comply with Our obligations to take appropriate measures to protect against unauthorised access by any third party to any of Your or a Nominated User's personal data retained by Us).

- 25. You and any Nominated User acknowledge that We may reverse the linking of an Account to the eBanking Service for any reason (including, without limitation, because the relevant Account has been closed).
- 26. You and any Nominated User acknowledge that the correctness of information about an Account which a User obtains through the eBanking Service is subject to checking by Us as part of Our normal procedures and reflects the entries that have been posted to the relevant Account at the time the information is obtained.

#### **Suspending or terminating Your eBanking Service**

- 27.1 We may stop or suspend Your use of Your Electronic Signature, the eBanking Service or any service on eBanking where:
- (a) We reasonably believe that a User's Electronic Signature is at risk;
  - (b) We have reasonable grounds to suspect unauthorised or fraudulent use of the Electronic Signature or the eBanking Service;
  - (c) Your Account is overdrawn and We believe that there is a significantly increased risk that You may be unable to fulfil Your obligations to repay the overdrawn amount; or
  - (d) We have a legal obligation to do so.
- We may also refuse to carry out individual transactions on Your Account in accordance

with Clause 9 of the General Terms and Conditions – Personal Accounts.

- 27.2 Where We have exercised Our rights under Clause 27.1 (a) to (d) We will where reasonably possible, (and where it would not be a breach of security or be against the law) give You appropriate notice of Our intention to do so and explain Our reasons. If We have not contacted You in advance and a payment instruction from You is refused We will try to make this information available to You online. You can also get this information if You contact Us. See the section in Part 1 of the General Terms and Conditions "How You can contact Us". We will replace Your Electronic Signature and the eBanking Service as soon as reasonably practicable after the reasons for stopping its use cease to exist.
- 27.3 We can terminate these Special Terms and Conditions and therefore Your eBanking Service by giving You at least two months' notice.
- 27.4 You may terminate these Special Terms and Conditions and therefore Your eBanking Service at any time without penalty by notifying Us in writing.
- 27.5 If Your Account is terminated in accordance with the provisions of the General Terms and Conditions – Personal Accounts, then Your eBanking Service will be automatically terminated.
- 27.6 If this Agreement is terminated by either You or Us at a time when You are a Nominated User in relation to the Accounts of another Account Holder, Your Electronic Signature will remain useable in relation to Your Accounts notwithstanding such termination and You will continue to be bound by these Special Terms

and Conditions until the Agreement on Electronic Signature is terminated.

- 27.7 If Your eBanking Service is terminated in accordance with this Clause 27, then each User's access to the eBanking Service in relation to Your Account will automatically be terminated.
- 27.8 If a Nominated User's Mandate is withdrawn in accordance with Clause 7, then that Nominated User's access to the eBanking Service in relation to Your Account will automatically be terminated
- 27.9 The termination of an Agreement on Electronic Signature relating to a User's Electronic Signature will cause the automatic termination of that User's access to the eBanking Service.
- 27.10 Any termination of these Special Terms and Conditions is without prejudice to any accrued rights and/or remedies.

#### Disputes

- 28.1 In relation to any disputes the properly authenticated messages as archived on Our equipment shall be admissible as evidence of the contents of those messages.
- 28.2 The properly authenticated messages as archived on Your equipment shall only be admissible as evidence of the contents of those messages if You can demonstrate that:
- (a) You have ensured that satisfactory physical and logical security is implemented and maintained at all material times at Your equipment and premises; and
- (b) there is no evidence that the audit trails of Your equipment have been modified, altered, interfered or tampered with; and

(c) there is no evidence that Your software has been modified or altered, nor interfered or tampered with after delivery to You.

- 28.3 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 the 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>

#### Variation of these Terms and Conditions

29. We may make changes to these Special Terms and Conditions at any time in accordance with the provisions of Clause 27 of the General Terms and Conditions – Personal Accounts. We may send You a summary of the proposed changes using secure mail or using the Electronic Mailbox facility on eBanking where You subscribe to that service and where We hold an email address or mobile telephone number for You so that We can send You an alert to tell You that the information has been made available in Your Electronic mailbox.
- 29.1 We may update the App from time to time. You can download any updates to the App from the App Stores (or such other stores as may offer Our Mobile Banking Application from time to time). Depending on the update, You may not be able to use the App until You have downloaded the latest version and accepted any new terms and conditions.

#### ADDENDUM to Special Terms and Conditions for eBanking Agreement for Electronic Mailbox

When You sign up for eBanking and each time that You open a new Account We will ask You whether You want Us to make Your statements of Account available electronically in Your Electronic Mailbox. If You opt for Electronic Mailbox then You will be accepting the terms and conditions set out in this Addendum. By choosing to register for Electronic Mailbox You are requesting that all documents, including statements for Your Account are made available to You in Your Electronic Mailbox. You understand that both the number of types and volume of electronic documents that We will make available in Your Electronic Mailbox will increase.

Documents sent to Your Electronic Mailbox will no longer be sent to You in paper form through the post.

You agree that You must be logged onto eBanking through the internet network or the App to receive this service. You agree that Your access to documents to be sent by the Bank to Your Electronic Mailbox is subject to You maintaining an eBanking Agreement with the Bank and that if You cease to be an eBanking customer of the Bank You will lose access to Your Electronic Mailbox and its contents. You further understand that Your accepting this Agreement for Receipt of Documents in Electronic Mailbox does not otherwise change any customer agreements that You have already signed with the Bank or accepted by electronic means.

#### Terms and Conditions for Agreement for Receipt of Documents in Electronic Mailbox

These Terms and Conditions for Agreement for Receipt of Documents in Electronic Mailbox (“the Agreement”) constitute an addendum to Your Agreement for use of eBanking (personal customers) and incorporate the Special Terms and Conditions for eBanking save where otherwise provided.

1. We provide an Electronic Mailbox facility via Our Full eBanking Service available through the internet network or the App. The Electronic Mailbox facility is used to make correspondence (including statements of Account) available to You electronically and without the need for any paper copies of that electronic mail to be sent to You. The types of documents made available to You through the Electronic Mailbox facility are listed on the eBanking web pages and can be changed from time to time; and We reserve the right to send

You mail in either electronic form only, paper form (via ordinary mail) only or both electronic and paper form.

2. You agree to receive electronic mail to Your Electronic Mailbox from Us to the same extent and with the same legal validity as paper-based mail. You must have registered for Our eBanking Service and also the Electronic Mailbox facility if You want to receive documents from Us in electronic form under this Agreement.
3. The Electronic Mailbox facility operates on the basis that if You have chosen to register for this Service then all of Your documents which are made available through Electronic Mailbox will be made available to You electronically and You will not be able to deselect any of those documents and ask Us to provide them to You on paper instead. If You tell Us that You want some of Your documents provided to You on paper then We will treat that as a request to end Your Electronic Mailbox facility.
4. Subject to Clause 3 above, each time that You open a new Account with Us We will ask You whether You wish Us to make the statements for that Account available through Your Electronic Mailbox or whether You wish Us to provide the statements to You on paper.
5. Documents that You receive in Your Electronic Mailbox could include, by way of example, statements of Account, confirmation notes, payment advices, various statements (annual summaries, total summaries) and payment statements. Full details are listed in Electronic Mailbox within eBanking Service.

The number of types and volume of documents made available in Your Electronic Mailbox will gradually increase. If We add a new type of document to the list of documents that are made available in Your Electronic Mailbox We will send You a secure mail to tell You about this. We may also send You an email to let You know that We have sent a secure mail to Your eBanking.

6. You can Unsubscribe from Electronic Mailbox at any time. When You unsubscribe We will not end Your Electronic Mailbox facility. Instead We will not make any more documents available to You in Your Electronic Mailbox but You will still be able to view any documents that are already stored in Your Electronic Mailbox. You can do this in accordance with the following instructions:

Log on to eBanking via [www.danskebank.co.uk](http://www.danskebank.co.uk)

- Click on Electronic mailbox and agreements
- Choose Electronic mailbox
- Click on Unsubscribe electronic mailbox, in the box on the right of Your screen
- Click Unsubscribe
- input Your Personal Passcode (which is the 4 digit PIN that You have selected as part of Your Electronic Signature) to authorise Your request to Unsubscribe from Electronic Mailbox.

You can ask Us to open up Your subscription to Electronic Mailbox at any time - but any documents sent to You on paper during the period when You had ended Your subscription will not be available to view. It can take 7 days for Us to reactivate Your subscription for Electronic Mailbox.

7. You can register for Notifications within Electronic Mailbox. This means that We will send You an alert when We make a document available in Your Electronic Mailbox. You can do this in accordance with the following instructions:
- Log on to eBanking via [www.danskebank.co.uk](http://www.danskebank.co.uk)
- Click on Electronic mailbox and agreements
  - Choose Electronic mailbox
  - Click on "Go to Documents"
  - Click on "Settings" in the toolbar at the top of the screen
  - Enter Your email address where indicated
8. If You wish to store the electronic documents Yourself, You can either print them or save them on Your computer.
- If You cease to be an eBanking customer You will lose access to the contents of Your Electronic Mailbox and You should take such steps as You deem appropriate to retain copies of any electronic mail that We have sent to You. You should be aware that once You export information from a secure website it will no longer be secure.
9. You are responsible for opening and checking documents made available electronically from the Bank. You should check the electronic documents carefully as You would ordinary, paper-based documents. Your responsibility is the same as if the documents were paper-based and had been sent by ordinary mail.
- If You do not have access to eBanking for a certain period of time, You must notify the Bank immediately whether You wish to terminate Your Agreement and receive paper-based documents by ordinary mail in future, or want to continue receiving the documents electronically. You may also temporarily suspend the delivery of electronic mail (see Clause 6).
10. Your responsibility and the Bank's liability is governed by the Special Terms and Conditions for eBanking.
- The Bank cannot be held liable for losses to You arising out of or in connection with Your use of Your Electronic Mailbox. The Bank reserves the right to send to You documents (which You would normally receive electronically as a result of this Agreement) in paper-based form by ordinary mail.
11. You may terminate this Agreement online by following the instructions on Our web page and the Bank will terminate the service within seven days of receipt of Your request to cancel and will thereafter send to You Your mail by ordinary paper-based mail. The Bank may terminate this agreement in accordance with the Special Terms and Conditions for eBanking.
12. The Bank may change the Agreement in accordance with the Special Terms and Conditions for eBanking.
- These Special Terms and Conditions supersede any previously issued Terms and Conditions for eBanking.
- Copies of the General Terms and Conditions - Personal Accounts and any Special Terms and Conditions which apply to an Account or Service may be accessed and viewed via Our Website and can be printed out by clicking on the PRINT button on the appropriate page on Our Website; or obtained by asking for a paper copy at Your Branch or by phoning Your Branch.

## Section 5

### Special Terms and Conditions for Electronic Signature

These Special Terms and Conditions apply to Your Electronic Signature and are in addition to the General Terms and Conditions – Personal Accounts and to any Special Terms and Conditions for Your Account or a Service on Your Account. Unless otherwise stated where these Special Terms and Conditions are not consistent with the General Terms and Conditions or any Special Terms and Conditions for Your Account then these Special Terms and Conditions will apply to the extent of that inconsistency in relation to Your use of Your Electronic Signature.

#### Meaning of Words used in these Special Terms and Conditions

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

**"Access ID"** means the name that We sometimes use to describe Your Electronic Signature.

**"Account Holder"** means a person who has an Account held either

- (a) in that person's own name; or
- (b) jointly with any other person(s).

**"Agreement"** means the agreement on the use of an Electronic Signature concluded on these Special Terms and Conditions.

**"Agreement ID"** means the code used to identify any agreement, document, request or instruction that is electronically signed by You via Our eBanking Service which will automatically change if the content of the individual agreement, document, request or instruction changes.

**"App"** means the eBanking Service available when using a Mobile Device to which Our Mobile Banking Application has been downloaded from the App Store (or such other stores as may offer Our Mobile Banking Application from time to time) which enables the electronic receipt and transmission of information (including in relation to an Account).

**"App Store"** is a digital distribution platform for mobile and tablet Apps for specific operating systems. The App Stores and associated operating systems We have developed Apps for can be found on Our website.

**"eBanking Service"** means the range of eBanking Services We make available through the internet network or the App. The eBanking Service enables the electronic receipt and transmission of information (including in relation to an Account), the making of payments from Your Account and the electronic signing of certain documents We may send to You for signature via Our eBanking Service. The eBanking Service available through Mobile Banking will not include all the functions which are available when using the Full eBanking Service. Further details are available in the Special Terms and Conditions – eBanking.

**"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 Our eBanking Service. The Electronic Signature is sometimes referred to as Access ID.

**"Mobile Banking"** means the eBanking Service that is available through a Mobile Device.

**"Mobile Banking Application"** means the Danske Bank App which We make available for use with a Mobile Phone or iPod touch known as 'Mobile Bank UK' and or the Danske Bank App which We make available for use with tablet devices known as 'Tablet Bank UK'.

**"Mobile Device"** means a Mobile Phone, iPod touch, watch, tablet device or any other internet enabled device which You use to access Your Account.

**"Mobile Phone"** means the internet enabled mobile telephone device which You use to access your Account.

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

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

**"Personal Passcode"** means the passcode which You have created as part of Your Electronic Signature.

**"Security Card"** means the Access ID card which We issue to You from time to time in connection with Your Electronic Signature.

**"Third Party Provider" ("TPP")** means an independent provider of services which can offer Account Information Services or Payment Initiation Services to You

**"User ID"** means a user identification number issued to You by Us.

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

“You” or “Your” means the person requesting an Electronic Signature to gain access to Our eBanking Service.

#### General information

An Electronic Signature will provide You with a secure method to access Our eBanking Service.

Subject to Clause 5.5.9(d) in the General Terms and Conditions - Personal You will be able to use Your Electronic Signature

- (i) to access Your Account or Accounts through Our eBanking Service and also the Account or Accounts of other Accounts Holders who have executed the Mandate(s) required by Us authorising You to access and/or operate their Account or Accounts through Our eBanking Service.
- (ii) to access Your Accounts using the services of a Third Party Provider.
- (iii) to electronically sign certain documents We may send to You for signature via Our eBanking Service. Any document which You electronically sign will be given an Agreement ID and will be stored under “Statements and agreements” in Our eBanking Service.

Once You have agreed to accept these Terms and Conditions, You will be given a temporary passcode, a User ID and a Security Card which You will use to create an Electronic Signature. Your Electronic Signature is personal to You and You must take all reasonable steps to keep it safe. We set out the steps that You must take to keep it safe in Clause 2.2 of these Special Terms and Conditions - Electronic Signature.

Your Electronic Signature will consist of Your User ID (which will be sent separately to You), Your

Personal Passcode (a 4 digit personal identification number which You can change) and the code or combination from Your Security Card that We will ask You to provide. The information which We will ask You to provide from Your Security Card will change on each occasion that You use Your Electronic Signature.

#### 1.1 Creating Your Electronic Signature

You will be sent a temporary passcode, a User ID and a Security Card. You can access Our eBanking System as soon as you have received these items. Your temporary passcode, User ID and Security Card are personal to You and should not be provided to, disclosed to or copied to anyone else.

You use the temporary passcode and User ID the first time that You log on to Our eBanking Service to create a Personal Passcode which must contain four numbers. Once You have created Your Personal Passcode You should destroy the letter from Us which contained the temporary passcode.

You will then use Your User ID, Personal Passcode and Security Card each time You want to access Our eBanking Service.

You can use Your Electronic Signature at almost any computer.

If You have not used Your temporary passcode within fourteen (14) days of receiving the letter from Us containing it, You will need to contact Us so that We can issue You with a new temporary passcode.

Your Security Card will contain a number of codes or combinations which We will ask You

to provide Us with when you access eBanking. There are 90 such codes or combinations on a Security Card. We will issue You with a new Security Card when there are 30 such codes or combinations remaining on Your Security Card. You can change the Security Card reorder frequency to meet your individual needs. This can be done by You within eBanking 'Change Security Card settings' or by contacting Your Branch. When all of the codes are used You should destroy the old Security Card and start using the new Security Card. Details about how to read Your Security Card are available in Our eBanking help pages.

#### 1.2 Use of Your Electronic Signature

##### 1.2.1 when accessing Your Accounts using eBanking

You agree and acknowledge that We may permit You or a Nominated User to access certain information and give certain payment instructions in Mobile Banking without requiring You or the User to input all of the component parts of the Electronic Signature. For example, in Mobile Banking, We will require You or the User to input Your or the User's User ID and Personal Passcode, but not the code from the Security Card, (i) to access information such as balance information or mini statement information and (ii) transfer funds between Accounts held with Us which are in Your sole name, in the joint name of You and another person(s) or on which You have a mandate. We will not permit any other instruction to make payments out of Your Accounts on Mobile Banking without

requesting that the code from Your or the User's Security Card is input.

In Our Full eBanking Service We will always require the full Electronic Signature to be used to log on to the Service. When We ask You to authorise a transaction, confirm an instruction to Us or electronically sign a document using the Full eBanking Service We will ask You or the User to confirm the User ID and input the 4 digit Personal Passcode. We may require You or the User to input the code from the Security Card. We will treat that as Your consent to comply with Your instruction.

When You access Your Account using the services of a Third Party Provider which uses Screen-scraping techniques then You will be accessing Your Accounts using the eBanking Service.

#### 1.2.2 when accessing Your Accounts using the Services of a Third Party Provider via the Open Banking APIs

You can use Your Electronic Signature to access Your Accounts using the services of a Third Party Provider which uses the Open Banking APIs. If this applies then You will not be accessing eBanking but You will be redirected to a secure webpage on Our Website where You will be asked to insert Your Electronic Signature so that We can identify You and so that You can authenticate the payment request or the request for information about Your Accounts. Further information about using Third Party Providers is set out in the General Terms and Conditions - Personal Accounts at Clauses 5.5.9 and 8.

#### 1.2.3 when signing certain documents that We send You for signature via Our eBanking Service

You can use Your Electronic Signature to accept (or electronically sign) certain agreements that We send to You.

### 2. Your Responsibilities

- 2.1 You are responsible for the acquisition, operation and maintenance of computer and communications equipment which can communicate with the equipment and software used by Us from time to time.
- 2.2 You must take all reasonable steps to keep Your Electronic Signature safe. Your Electronic Signature is made up of Your User ID, Your Personal Passcode and the code or combination that We ask You to input from Your Security Card. You must:
  - a) When accessing the eBanking Service always make sure that the website address has changed from 'http' to 'https' and that the padlock symbol is visible in Your browser. Beware of any unexpected or suspicious 'pop up' windows that appear during Your eBanking session and report these to Us immediately;
  - b) Destroy the PIN notification as soon as You have used it. The PIN notification will advise You of the confidential personal identification number that You must use when You first log-on to the eBanking Service. You will be prompted to change this PIN when You first log-on and the number that You choose is known as Your Personal Passcode;
  - c) When selecting the Personal Passcode which forms part of Your Electronic Signature to access the eBanking Service

ensure that all reasonable care is exercised. You should ensure that the Personal Passcode does not contain a combination of numbers which may be easy to guess (for example birthdays, consecutive numbers etc);

- d) Never permit any other person to use Your Electronic Signature. If You wish to permit any other person to use Your Account then You should ask Us to give You the relevant application form to appoint that person as a Nominated User;
- e) Never disclose Your Electronic Signature to any other person (not even the police or Bank staff) unless that other person is a TPP which You have provided the information to for the purposes of using their services to access Your Accounts and You have taken reasonable steps to satisfy Yourself that that TPP is authorised and regulated by the FCA or another European Regulator. You can check that this is the case by checking the the FCA website at [www.fca.org.uk](http://www.fca.org.uk) or the European Banking Authority website at [www.eba.europa.eu](http://www.eba.europa.eu). TPPs are obliged by the Payment Services Regulations to ensure that Your Electronic Signature is not accessible to other persons and to ensure that Your Electronic Signature is transmitted through safe and efficient channels when You use their services;
- f) Never respond to an email, SMS (text message) or telephone request, even where this appears to be from Us, which asks You to disclose Your Electronic Signature or any part of it. The Bank will never send You an email, SMS (text message) or telephone You to seek this



- information. If You receive an email, SMS (text message) or a telephone call of this nature then it is likely to be fraudulent;
- (g) Never record or store Your Electronic Signature (other than the Security Card) anywhere without at first taking reasonable steps to disguise it. If You provide Your Electronic Signature to a TPP the TPP must not store it unless the TPP is providing You with Account Information Services and it is necessary to store the Electronic Signature to provide that service. If the TPP is providing You with Account Information Services and is using Screen-scraping techniques it may be able to access Your information even if it only has the User ID and Personal Passcode;
- (h) Never copy Your Personal Passcode or User ID to Your Mobile Device or computer without at first taking reasonable steps to disguise it. Never take a photograph or otherwise copy Your Security Card to Your Mobile Device or computer;
- (i) Never leave Your computer or Mobile Device unattended when logged in and log off as soon as You have ended Your eBanking session;
- (j) Regularly check Your Account records carefully. If You notice anything unusual then You should contact Us immediately;
- (k) When required, make adjustments to Your own equipment and software as necessary in response to the changes made by Us to the eBanking Service such as where We add to or remove, change or impose restrictions on the functionality of the eBanking Service or amend or upgrade Our Website which may mean that at any one time a stored or retained copy of any of the pages of these Special Terms and Conditions may be out of date. You can view Our current Terms and Conditions on Our website [www.danskebank.co.uk](http://www.danskebank.co.uk);
- (l) Immediately report to Us if Your Personal Passcode or Security Card is lost or stolen or You think someone else knows it who is not a Third Party Provider which You have provided the information to for the purposes of accessing Your Accounts using their services. You should comply with Clause 2.4; and
- (m) Follow the guidance about “security” which can be found on the eBanking pages of Our Website.
- 2.3 You must ensure that a Nominated User complies with the provisions of Clause 2.2 and the requirements contained therein in relation to their Electronic Signature. You must also ensure that a Nominated User makes adjustments to his/her own equipment and software as provided in Clause 2.2(k) and follows the general guidance referred to in Clause 2.2(m) before accessing the eBanking Service.
- 2.4 If:
- (a) any correspondence from Us containing Your temporary passcode, User ID and/or Security Card has been, or appears to have been, opened or tampered with;

- (b) Your temporary passcode or Your Electronic Signature or any part of Your Electronic Signature becomes known (or You suspect it has become known) to anyone else who You have not authorised;
- (c) You become aware of any unauthorised transaction or error that has arisen using Your Electronic Signature;
- (d) You think someone else has or may try to use Your temporary passcode or Your Electronic Signature and You have not authorised this; or
- (e) You think someone else has or may have Your Security Card (or a copy of Your Security Card).

You must immediately notify Us by telephoning Us on 0345 6031534 and follow the instructions We give to You.

### 3. Termination

- 3.1 Your right to use Your Electronic Signature shall terminate automatically:
- (a) in respect of any Accounts with Us in Your sole name, on the termination (at a time when those Accounts are the only ones You are authorised to access and/or operate through the eBanking Service) of the agreement relating to the use of the eBanking Service in relation to such Accounts;
- (b) in respect of Accounts not in Your sole name but in relation to which You are authorised to use the eBanking Service, on the termination of the agreement relating to the Account Holder(s) use of

- the eBanking Service, or on the withdrawal of the Mandate in relation to Your use of the eBanking Service in relation to those Accounts.
- 3.2 We may end this Agreement by giving You two months' notice, in writing. We may do this for one of the reasons set out in Clause 20 of the General Terms and Conditions - Personal Accounts
- 3.3 On any termination of this Agreement:
- (a) all other agreements entered into by You for the provision of electronic services by Us, for example, Our eBanking Service, will automatically terminate unless We notify You otherwise; and
  - (b) You shall immediately return all media and documentation in relation to Your Electronic Signature to Us.
- 3.4 Any termination of this Agreement is without prejudice to any accrued rights and / or remedies.

## Section 6

### Special Terms and Conditions – Debit Mastercard Personal Card

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

#### 1. Scope

These Special Terms and Conditions (as may be amended from time to time ) govern the possession and use of the Card, PIN and Debit Number.

#### 2. Definitions

The Definitions set out in the Bank's General Terms and Conditions - Personal Accounts apply. In addition the following definitions apply to these Special Terms and Conditions. "Account" means any personal current Account or any personal savings Account for which the Card, PIN and/or Debit Number is issued; "Card" means either a Debit Mastercard Card issued on Your Account bearing a Contactless Indicator or a Debit Mastercard Card issued on Your Account which does not bear a

Contactless Indicator;

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

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

"Contactless Chip Transaction" means any payment made out of Your Account which is authorised as mentioned in Clause 5.9;

"Contactless Indicator" means the following symbol



"Debit Number" means the number shown on the Card for the purpose of Debit Transactions or for the purpose of making an Original Credit into Your Account;

"Debit Transaction" means any payment made out of Your Account or authorised as mentioned in Clauses 5.4, 5.5, 5.6, 5.7, 5.8 or 5.9;

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

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

"Geoblocking" means the functionality described in Clause 14;

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

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

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

"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 Supplier as mentioned in Clause 5.7. The payments can be for varying amounts and the agreed intervals can be for different frequencies;

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

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

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

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

#### 3. Obligations of the Account Holder

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

3.2 Where any obligation is imposed on a Cardholder by virtue of this Agreement then You are responsible for ensuring that the

Cardholder is aware of that obligation and complies with it.

#### 4. Overdrawing and Spending Limits

- 4.1 Overdrawing is subject to the Terms and Conditions for the Account.
- 4.2 If the Cardholder is under 16 years of age then the Spending Limit which applies when using the Card to make a Debit Transaction will be set at zero. The Cardholder will not be separately advised of this in writing. The Cardholder can apply to change this Spending Limit but any such application must be approved by the Cardholder's parent or guardian on the Bank's approved form. Once the Cardholder attains 16 years of age they will need to apply to change this Spending Limit from zero as this will not be done automatically.
- 4.3 If the Cardholder is over 16 years old no Spending Limit will apply when using the Card to make a Debit Transaction. This means that there will be no daily restriction (subject to the Terms and Conditions for the Account) on the amount that the Cardholder can spend on goods and services at selected electronic terminals (POS terminals) and through certain internet sites operated by Suppliers. The Cardholder will not be separately advised of this in writing. The Cardholder can apply to change this Spending Limit on the Card but any such application must be approved in accordance with the mandate held by the Bank for the Account.
- 4.4 We may, following a request from the Account Holder, advise the Cardholder in writing that a Spending Limit when using the Card to make a Debit Transaction, will be set on the Card. This means that there will be a daily restriction on

the amount that the Cardholder can spend when making a Debit Transaction.

- 4.5 The Spending Limits which apply when using the Card to make a Cash Transaction are set out in the Payment Table.
- 4.6 The Spending Limits which apply when using the Card to make a Contactless Chip Transaction are set out in the Payment Table. If You have asked Us to set a Spending Limit for Debit Transactions on Your Card then each Contactless Chip Transaction will also be counted as a Debit Transaction for the purposes of determining compliance with that Spending Limit. You will be able to use Your Card to carry out Contactless Chip Transactions where the Card has this functionality. A Card which bears the Contactless Indicator will have this functionality. If You do not want Your Card to be able to carry out Contactless Chip Transactions then You must contact Us and request a Card that does not have this functionality.
- 4.7 In all cases, You can request that the relevant Spending Limit is varied on the Card by contacting Your Branch.
5. **Functions of the Card and how You can give and withdraw Your consent to a Transaction to make a payment out of Your Account**  
In order for payments out of Your Account to be made using the Card a Cardholder's consent will be required. The consent required will vary depending upon the type of Transaction.  
The Cardholder cannot stop or reverse a Transaction after a payment has been authorised in one of the ways set out in this Clause 5. We can only refund a payment which

has already been authorised if the Payee refunds Us.

Further information on Disputed Payments is set out in Clause 5.11.

The terms and conditions set out in this Clause 5 will only apply to (1) a payment transaction which takes place wholly within the EEA and in an EEA currency and (2) those parts of any payment transaction which take place within the EEA where either of the following applies:

- (a) both the Payer and the Payee are in the EEA but the currency of the transaction is not an EEA currency; or
- (b) either, but not both, the Payer and the Payee is in the EEA (irrespective of the currency that the transaction is in).

- 5.1 The Cardholder cannot use the Card as a cheque guarantee Card.
- 5.2.1 The Cardholder can use the Card with the PIN to obtain cash, to make a donation to a charity (where the cash machine provider offers this service) and to access other services from cash machines which are authorised to accept the Card. For these purposes, there is a daily cash withdrawal limit on Your Card. The standard daily cash withdrawal limits for Cards are set out in the Payment Table. However, We may agree to a request from You to change the daily cash withdrawal limit. Please ask Your Branch for details. The minimum withdrawal amount will depend upon the cash machine provider.
- 5.2.2 When the Cardholder uses the Card with their PIN to make a donation to a charity at a cash machine then the following terms will apply:

- Not all cash machine providers will offer this service. We do not provide this service [the service to make a donation to a charity] at any of Our cash machines;
  - Where you choose this service, the donation can be made to one of the charities selected by the cash machine provider and further details will be available from the cash machine provider. We are not responsible for the charities selected nor for any agreements that may exist between the charity and the cash machine provider;
  - The Transaction will be processed as a Cash Transaction and will be included in any calculation of the daily cash withdrawal limit for Your Card;
  - The Transaction will not be eligible for gift aid. If the Cardholder wishes to make a donation to charity with the benefit of gift aid then an alternative method of making the donation should be used. Please ask Your branch for details;
  - The donation to charity can be made either as a single Transaction at the cash machine or it may be combined with the provision of another service. Where it is combined with the provision of another service then the Cardholder will be asked to authorise the Transaction or series of Transactions by inputting the PIN only once. This will constitute a valid consent to process the Transaction or series of Transactions which will appear on Your statement as separate entries.
- 5.3 The Cardholder can use the Card to make withdrawals from the Account by presenting the Card at any Danske Bank branch in Northern Ireland or at a Post Office® counter. The Danske Bank Branch will require the Cardholder to sign a withdrawal authority. A Post Office® counter may require the Cardholder to sign a withdrawal authority or to use the Card with the PIN to authorise the withdrawal. The minimum withdrawal amount at a Post Office® counter is £1.00 (one pound sterling).
- 5.4 The Cardholder can use the Card or Debit Number to make or authorise payments to Suppliers by presenting the Card or supplying the Debit Number to the Supplier. If making a purchase over the telephone or internet the Supplier may also request the Cardholder to provide the 3-digit security code from the reverse of the card.
- 5.5 If the Cardholder uses the Debit Number to place an order on the internet with a Supplier 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 Debit 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 Debit Transactions on the internet with participating Suppliers. Details of the Danske 3D Secure Terms and Conditions are available in Our Branches, by telephoning 0370 8502481 or Intl +4428 90049201 and selecting option 2, or on Our Website [www.danskebank.co.uk](http://www.danskebank.co.uk).
- 5.6 The Cardholder can use the Card and PIN to make or authorise payments to Suppliers where the Supplier has the necessary technology to facilitate this mode of transaction. On some occasions the Supplier may agree to accept the Card and the signature of the Cardholder [for example where the technology is unavailable or is not working]. If You or any Additional Cardholder has been provided with a Card without a PIN then, in respect of this Clause 5.6 You or any Additional Cardholder authorise payments to Suppliers by presenting the Card and signing an authorisation request - provided that the Supplier agrees to accept this form of consent. Other Services where the form of consent, set out in this Clause 5, requires the use of a PIN will not be available to You.
- 5.7 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 Supplier to make each Recurring Transaction without the need for the Supplier to seek repeat authorisations. Typically this method of payment can be used for subscriptions for gym memberships,

magazines, mobile phone services and other regular subscriptions. The Supplier should make the terms under which payments will be requested by way of Recurring Transaction clear to the Cardholder. A Recurring Transaction is not a Direct Debit and the Cardholder will not have the protections of the Direct Debit Guarantee Scheme in respect of any Recurring Transactions which are made from the Account. If the Cardholder wishes to cancel a Recurring Transaction then the Cardholder should inform Us no later than 3.30pm on the Business Day before the Supplier requests an authorisation for the next payment to be taken from the Account. If any further payments are taken from the Account after that date under the Recurring Transaction authority then We will immediately refund these to You on request. We also recommend that the Cardholder contacts the Supplier and gives notice of withdrawal of consent to any further payments being made from the Account under the Recurring Transaction authority. This will not cancel the agreement with the Supplier but it will cancel the payment authority. Where both the Payer and the Payee are in the European Economic Area, if you can show Us that You did not authorise a Recurring Transaction or that You gave notice to the Supplier that it was cancelled then We will immediately refund any payments that were taken from Your Account, without Your authority, after that date.

5.8.1 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 the authorisation (for example to hire a car or hotel room). In these circumstances:

- (a) provided that both the Payer and Payee are in the European Economic Area the Cardholder may apply for a refund within eight weeks of the date the payment was taken from the Account, if the amount exceeds what the Cardholder would reasonably have expected to be taken from the Account taking into account the Payer's previous spending pattern and the terms and conditions that apply to the Card and the circumstances of the case. In order to process a refund request We may require the Cardholder to provide Us with additional information. We will either make the refund or provide the Cardholder with Our reasons for refusing to make the refund within 10 Business Days of receiving the request or, where applicable, within 10 Business Days of receiving such additional information as We have requested from the Cardholder. The Cardholder will not be entitled to a refund under this Clause 5.8 where the amount exceeds the Cardholder expectation solely due to a change in the exchange rate charged for Debit Transactions on the Account or where the Cardholder provided consent directly to Us for that payment to be made and (if applicable) details of the amount of the payment have been provided or made available to You (for example, by way of a Statement) for at least 4 weeks before the date it was due.
- (b) in respect of any parts of the transaction which 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 payment transaction and, in any event, immediately after receipt of the payment order.

- 5.8.2 The Cardholder can use the Card, if it bears the Contactless Indicator, to make a payment in certain retail outlets by holding the Card close to a Point of Sale Terminal which has contactless functionality enabled (**Contactless Chip Transactions**). For such Transactions the payment will be authorised by the Cardholder when the Cardholder places the Card within approximately 4 cm of the contactless terminal and without either inserting the Card into the contactless terminal or entering a PIN. As a security feature, occasionally the Cardholder will be asked to insert the Card into the terminal and enter a PIN in order to complete a Transaction. A Spending Limit applies to Contactless Chip Transactions as set out in the Payment Table. If the Cardholder does not want to be able to make Contactless Chip Transactions then the Cardholder must contact Us and We will issue a Card which does not have this functionality.
- 5.9 The Cardholder may change their PIN or unlock their PIN by accessing the PIN Management Services option on those cash machines which have been authorised to offer this facility.
- 5.10 If the Cardholder disputes a payment that has been made from the Account using the Card then the Cardholder must provide Us with full details including the reasons for the dispute. We will investigate the claim. In certain circumstances it may be possible for Us to attempt to chargeback the Transaction under

- the card scheme rules. Chargeback does not give You any rights or protections and an attempt to chargeback a Transaction is not guaranteed to be successful. It is important that the Cardholder lets Us know about the disputed Transaction as soon as possible. We can only attempt a chargeback request within 120 days from the date that the Transaction appeared on the Account. If the payment has been processed as a credit transfer and not a Card payment out of Your Account then this Clause 5.10 will not apply. A payment can be processed as a credit transfer where for example You use the services of a TPP to access Your Account online to make a payment. Further information about TPPs can be found in Clauses 5.5.9 and 8 of the General Terms and Conditions - Personal Accounts.
- 6. Payments into Your Account using Your Card**
- 6.1 The terms and conditions set out in this Clause 6 will only apply to (1) a payment transaction which takes place wholly within the EEA and in an EEA currency and (2) those parts of any payment transaction which take place within the EEA where either of the following applies:
- (a) both the Payer and the Payee are in the EEA but the currency of the transaction is not an EEA currency; or
- (b) either, but not both, the Payer and Payee is in the EEA (irrespective of the currency that the transaction is in).
- 6.2 You can make a cash payment into Your Account at a Post Office® branch (where this service is available) by using Your Card. We will use the information from the chip/magnetic stripe on the Card to identify the Sort Code and Account Number of the Account to be credited.
- 6.3 A Supplier may ask You to use Your Card and PIN where the Supplier wishes to refund a Debit Transaction to Your Account which had been authorised by the Card.
- 6.4 A Supplier may credit funds to Your Account using Your Debit Number. This would apply where You have a contract with the Supplier under which the Supplier may be obliged to pay You money in certain circumstances and the Supplier has used Your 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 can be found on the Payment Table or from the Supplier.
- 7. Restrictions On Use**
- 7.1 The Card and / or Debit Number can only be used:
- (a) during the validity period shown on the Card;
- (b) in accordance with these Special Terms and Conditions; and
- (c) in accordance with the verification procedures and operating instructions which the Bank approves from time to time.
- 7.2 The Bank will from time to time renew the Card when it expires, except as mentioned in Clause 13.4.
- 7.3 The Bank will from time to time, if the Cardholder asks and except as mentioned in Clause 13.4:
- (a) replace a damaged Card; and
- (b) replace a Card and change the PIN and Debit Number where any of these is liable to misuse, if in the reasonable opinion of the Bank the replacement of these will not be misused.
- 7.4 The PIN change facilities may be temporarily unavailable during the period a Card is being renewed or replaced.
- 7.5 The Card and / or Debit Number must not be used if the Agreement is ended or if the Card is stopped or suspended. The Card and / or Debit Number must not be used for any Function which is stopped or suspended or which is not offered as a Function of the Card within the Terms and Conditions for the Account.
- 7.6 The Bank is the owner of the Card. If the Bank ends the Agreement or stops or suspends the Card, the Bank can keep the Card or, if the Bank asks, the Cardholder must immediately cut the Card vertically through the magnetic stripe on the Card and through the electronic chip on the Card and return the Card to the Bank.
- 7.7 If the Cardholder intends to travel abroad the Cardholder should contact Us to advise that the Card may be used outside of the UK. See the section on 'How You can Contact Us' in the General Terms and Conditions - Personal Accounts.
- 8. Debits**
- 8.1 We can debit the amount of a Cash Transaction or Debit Transaction to the Account. Details are set out in the Payment Table under the heading 'Payments from Your Account'. The Entry Date can be after the date

- of the Transaction if the cash machine operator or the Supplier delays in asking Us for payment.
- 8.2 We can choose the order in which We debit all or any Transactions. We can choose to debit all or any Transactions in priority to other drawings.
- 8.3 We will convert into sterling the amount of a non-sterling transaction or a refund of a non-sterling transaction at a rate determined by Us for the relevant currency (known as the "Danske Bank Card Exchange Rate (UK)"). A non-sterling transaction is a Transaction where You have not opted to pay in sterling (either at the point of sale or when withdrawing cash) and We then convert the Transaction amount into sterling before We debit Your Account. The Danske Bank Card Exchange Rate (UK) is the Payment Scheme Reference Exchange Rate which is applied on the date that the Transaction was received by the Payment Scheme. This rate is subjected by Us to average weighting so that the exchange rate used for all Transactions processed by us on that date is equalised. Transactions can be processed by Us on non-Business Days. The statement 'Entry Date' for a Transaction that is processed on a non-Business Day will be the next Business Day. 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.
- 8.4 The Danske Bank Card Exchange Rate (UK) for the relevant currency will be adjusted by adding a non-sterling transaction fee of 2.75% of the value of the Transaction. The adjusted rate will be the rate that appears on Your statement. Your statement will also display the amount of the non-sterling transaction fee.
- 8.5 Where You use Your Card to make a non-sterling transaction then in addition to the non-sterling transaction fee referred to in Clause 8.4 You will be charged either a non-sterling purchase fee or a non-sterling cash fee - whichever is applicable. The current fees are set out in Our 'Fees and service charges explained' leaflet.
- 8.6 When You authorise a non-sterling transaction We reserve the amount of the Transaction against the available balance on Your Account. This means that your available balance is immediately reduced by the amount of the Transaction. When the currency conversion takes place the amount debited to Your Account may differ from that which was reserved, in accordance with Clause 8.3 above. The non-sterling transaction fee and any non-sterling purchase fee or non-sterling cash fee (whichever applies) will be debited to Your Account and the Entry Date on Your statement will be the same date as the non-sterling transaction is debited to Your Account.
- 8.7 If a non-sterling transaction is refunded to Your Account You will not have to pay any non-sterling transaction fee, non-sterling purchase fee or non-sterling cash fee in relation to the refund. We will not refund any non-sterling transaction fee, non-sterling purchase fee or non-sterling cash fee that You were charged in respect of the original Transaction.
- 9. Your liability**
- 9.1 Subject to Clause 10, You will be liable for all Transactions which have been authorised in one of the ways set out in Clause 5.
- 9.2 You will be so liable, even if, after the date of authorisation:
- (a) joint Account instructions have ended or altered;
  - (b) the debit is delayed;
  - (c) the agreement between You and Us under these Special Terms and Conditions is ended;
  - (d) the Card is stopped or suspended or expired;
  - (e) You have asked Us to cancel any Additional Card but the Additional Card has not been returned to Us; or
  - (f) any Function is stopped or suspended.
- 9.3 We can take these payments:
- (a) from money in the Account, if there is any available;
  - (b) from any arranged Overdraft facility or arranged excess for the Account; or
  - (c) by permitting an unarranged Overdraft or an unarranged excess.
- 9.4 You must, as soon as the Bank demands, repay any overdrawing which arises as mentioned in Clause 9.3.



**10. Your Liability if the Card, PIN or Debit Number is lost or stolen**

- 10.1 If:
- (a) the PIN becomes known (or You or any Cardholder suspects it has become known) to anyone other than the Cardholder;
  - (b) You or any Cardholder become aware that the Card or PIN is lost, stolen or has been fraudulently accessed;
  - (c) You or any Cardholder become aware of any unauthorised Transaction or error on the Account using the Card or PIN or Debit Number; or
  - (d) You or any Cardholder think someone else has or may try to access Your Account using the Card or PIN or Debit Number.

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

If a Card is retained or recovered after We have received notice under this Clause 10.1, the Card or PIN or Debit Number must not be used, and the Card must be cut vertically through the magnetic stripe on the Card and through the electronic chip on the Card and returned to any branch of the Bank.

- 10.2 You and any Cardholder must give Us, if asked, all information You or any Cardholder may have relating to the matter notified under Clause 10.1 and / or any other information

which We can reasonably ask for to help Us to recover the Card and investigate the matter. We can require You to report the matter to the police. We can disclose any information which We reasonably decide may be relevant to the police and to any other authorities that We reasonably decide may be relevant.

- 10.3 Where a Card or PIN in respect of Your Account has been lost or stolen, You will not have to pay anything for any losses in respect of unauthorised payments arising after You reported the loss or theft to Us.
- 10.4 Further details about Your liability and Our liability are set out in Clauses 6 and 7 of the General Terms and Conditions - Personal Accounts.

**11. Care of the Card, PIN and Debit Card details**

- 11.1 The Cardholder must only use the Card and PIN in accordance with these Special Terms and Conditions.
- 11.2 The Cardholder must never allow anyone else to use the Card issued to him / her or the PIN or Debit 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.
- 11.3 The Cardholder must at all times take reasonable steps to keep the Card safe and the PIN secret. The Cardholder must:
- Never post the Card to anyone - not even to Us - without firstly cutting the Card vertically through the magnetic stripe and the electronic chip on the Card;
  - Never respond to an email, SMS or telephone request, even where this

- appears to be from Us, which asks You or the Cardholder to enter or provide the Card details and/or 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;
- Never give the Card to anyone else. When making a Transaction the Cardholder should retain control of the Card at all times;
- Never tell the PIN to anyone else, not even the police, or Bank staff;
- Never write the PIN on the Card or on anything usually kept with it. If the Cardholder writes the PIN down then they must take reasonable steps to disguise it;
- Always ensure that when using a key pad to enter the PIN (e.g at a cash machine or in a shop), the Cardholder takes steps to cover and conceal the PIN, even where there is no one else present;
- Never enter the Card details (e.g. the Debit 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;
- 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;
- 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 the Cardholder receives it;

- Destroy the PIN notification as soon as the Cardholder receives it;
- 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 Cardholders can change the PIN to a number that is more memorable in the way set out in Clause 5.9.

## 12. Suppliers etc.

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

withdrawing from the Account if the Bank has received satisfactory verification for this purpose from the prospective Supplier.

- 12.3 If You are entitled to a refund We will credit to the Account the amount of the Debit Transaction.
- 12.4 You must not withhold payment to the Bank or otherwise make any claim or set-off against the Bank for any claim which You or any Cardholder may have against any Supplier, unless the law gives You a right to do this.
- 12.5 The Bank will not be liable to You (whether or not it is the Cardholder who makes or tries to make the Transaction) for:
- (a) any failure or delay by any other Person to accept the Card or Debit Number; or
  - (b) any failure or delay by any other Person to carry out a Function detailed at Clause 5 of these Special Terms and Conditions because the Cardholder is unable for any reason to use their PIN to authorise a payment or Transaction; or
  - (c) the way in which any other Person communicates such failure or delay or communicates any refusal to authorise a prospective Debit Transaction.

## 13 Stopping or Blocking Your Card

- 13.1 We can stop or suspend all or any of the Cards, or stop or suspend any Function, or refuse in relation to any Cardholder to renew or replace any Card for any of the following reasons where:
- (a) We reasonably believe that the security of the Card or PIN is at risk;
  - (b) We have reasonable grounds to suspect unauthorised or fraudulent use of the Card

or PIN;

- (c) Your Account is overdrawn and We believe that there is a significantly increased risk that You may be unable to fulfil Your obligations to repay the overdrawn amount;
- (d) We have a legal obligation to do so; or
- (e) You have broken these Terms and Conditions.

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

- 13.2 Where We have exercised Our rights under Clause 13.1 We will where reasonably possible (and where it would not be a breach of security or be against the law) give You appropriate notice of Our intention to do so and explain Our reasons. If We have not contacted You in advance and a Transaction is refused We will make this information available to You if You contact Us. See the section in Part 1 of the General Terms and Conditions - Personal Accounts 'How You can contact Us'. We will replace Your Card and/or PIN as soon as reasonably practicable after the reasons for stopping its use cease to exist.
- 13.3 You can end the Agreement by giving notice in accordance with the General Terms and Conditions - Personal Accounts to Your Branch, cutting all Cards vertically through the magnetic stripe on the Card and through the electronic chip on the Card and enclosing all Cards with the notice.
- 13.4 You can stop any Card by giving notice in writing to Your Branch, cutting the Card vertically through the magnetic stripe on the

- Card and through the electronic chip on the Card and enclosing the Card with the notice.
- 13.5 The ending of this Agreement and / or the stopping or suspending of the Card and / or any Function will not affect Your liability to the Bank and the Bank shall remain entitled to honour and to charge to the Account and You shall remain liable for any Transactions and withdrawals (and associated costs, charges and expenses) made or authorised using the Card. It is Your responsibility to ensure that all Cards and other relevant items are returned to Us.
- 14. Geoblocking**
- 14.1 Geoblocking is a security feature which provides a Cardholder with a means to restrict the use of a Card. Restrictions can be made in relation to (a) geographic areas where the Card cannot be used and (b) internet Transactions. Geoblocking does not apply where a Transaction is processed using Chip and PIN technology or for offline Transactions. The Cardholder can manage the Geoblocking settings using eBanking, Mobile and Tablet Banking or by contacting Us. Details of how to contact Us are available on Our Website. Where a Cardholder seeks to set a restriction on the use of the Card using Geoblocking We will require them to provide Us with a mobile telephone number that We can use to contact them. If the Cardholder does not provide a valid mobile telephone number then We will be unable to contact them or advise them of any attempted use of the Card which contravenes the Geoblocking settings that have been applied.
- 14.2 No Geoblocking restrictions have been applied to a Card, unless We have advised You otherwise or You have (or a Cardholder has) decided to apply restrictions using Geoblocking.
- 14.3 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.
- 14.4 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 Clause 14.3. 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 Clause 14.4 We will give You 2 months notice before the change takes effect. It will be Your responsibility to advise any Cardholder of the change.
- 14.5 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 Clause 14.1. Any such change will take immediate effect.

- 14.6 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.
- 14.7 Further details about Geoblocking are available on Our website or by enquiring at Your Branch.

## Section 7 Special Terms and Conditions - Automated Deposit Service

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

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

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

These Special Terms and Conditions are in addition to the General Terms and Conditions and to any Special Terms and Conditions for Your Account. Unless otherwise stated where these Special Terms and Conditions are not consistent with the General Terms and Conditions or any Special Terms and Conditions for Your Account then these Special Terms and Conditions will apply to the extent of that inconsistency in relation to Your use of the Automated Deposit Service.

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

1. You can deposit funds to an account that You hold a Danske Bank debit or credit card for or to an account with Us that You have the sort code and account number for (subject to the terms and conditions for that account). To use the Service You should insert Your Danske Bank credit or debit card into the card reader on the machine or You should enter the sort code and account number for the account that You wish to credit **Please enter this information carefully.** If You enter an incorrect sort code or account number the deposit may be paid into someone else's account and You may not be able to get it back. You should then follow the instructions on the screen.
2. If You manually enter a sort code and account number to initiate the Service You can insert a reference for identification of the deposit when it appears on the Account.
3. Only sterling banknotes may be deposited via the note acceptor. You may deposit sterling banknotes of mixed denomination. You do not need to separate the banknotes by denomination but You should ensure that the banknotes are neatly presented, flat and do not contain any foreign objects, for example, staples/paperclips.
4. Depending on the capacity of the machine at the time of use You may deposit up to a maximum of 200 notes per transaction (which You may have to insert into the machine in smaller batches). All limits are subject to being within the maximum cash deposit limits in the table below. Any notes which You attempt to deposit above those limits will be returned to You.

Deposited Initiated by	Account to be Credited	Maximum Cash Deposit Limit
Danske Bank credit or debit card	The account on which the card is issued	£50,000 per day
Manual entry of sort code and account number of a valid Danske Bank account	The sort code and account number entered	£2,000 per transaction

5. Only sterling coins may be deposited via the coin drawer. You do not need to separate coin by denomination but You should ensure no foreign objects are included.
6. The number of coins You can deposit is dependent on the capacity of the machine at the time of Your deposit. Any coins which exceed this capacity will be returned to You.
7. Any part of Your deposit (not including confirmed counterfeit notes) that cannot be accepted will be returned to You at the time and You may re-attempt to deposit the returned items. When the transaction is completed You will be issued with an advice note which You should retain for Your own records.
8. Any counterfeit notes which are detected will be retained by the machine. You will not receive value for those items but We will advise You that such items have been retained.

9. We will process payments within 2 hours of the date and time that the deposit is made. This means that the funds will be credited to Your Account, or the Account that You have asked Us to credit, within 2 hours and will then be immediately available to You and will be value dated for interest purposes on the date of receipt.
10. If there are any differences between the amount that You state You have deposited to the Account and the amount that You have lodged to the Account then You must immediately report the matter to Us. We will ask You to complete a dispute form or to give Us details of Your dispute. We will then investigate the matter. We will check that there was no malfunction of the mechanism of the Automated Deposit Machine or Deposit ATM at the relevant time and We will also carry out a reconciliation of the transactions processed via the Automated Deposit Machine or Deposit ATM. It may take up to 3 working days to investigate Your dispute. We will advise You of the outcome and if necessary We will adjust the accounting entries in relation to the deposit that appears on the statement for the Account.
11. If You have made a mistake when keying the sort code and account number and as a result the wrong account has been credited with the funds then You must report this to Us immediately and We will make reasonable efforts to try to recover the funds for You. We cannot guarantee that this will be possible.
12. We do not charge You to use the Automated Deposit Service, however if You are a business customer fees and charges may apply. See Our 'Fees and Service charges explained - Business Accounts' leaflet for more information.
13. We may ask You to stop using this Service if We, acting reasonably, believe that Your use of the Service might impact on levels of service for other customers. This may happen because of the time that You take to make large deposits and/or the time or location that You choose to make any such deposits.

## Section 8

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

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

#### Danske Prestige Savings Account

##### 1. Applications

Applications to open an Account can be made by completion of the necessary application form(s). To open an Account You must already hold an Eligible Account with Us. In the case of a Danske Prestige Savings Account an Eligible Account is a Danske Prestige Package. You must also be registered for Our 24 Hour Telephone Banking or eBanking Services.

##### 2. Opening an Account

- 2.1 A minimum balance of £1 (one pound sterling) is required to open and maintain an Account.
- 2.2 A Danske Prestige Savings Account is only available to personal customers who are aged 18 years or over.

##### 3. Payments into Your Account

Each deposit to the Account must be made by electronic transfer from available cleared funds. You cannot make any lodgements to

the Account at any counter of a Danske Bank branch in Northern Ireland.

##### 4. Payments from Your Account

You can only withdraw funds from Your Account by electronic transfer using Our 24 Hour Telephone and/or eBanking services. You cannot make withdrawals from the Account at any counter of a Danske Bank branch in Northern Ireland.

##### 5. Interest

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

##### 6. 24 Hour Telephone Banking and eBanking

The Account must be operated using the Bank's 24 Hour Telephone Banking and/or eBanking services and will be subject to the Special Terms and Conditions of those services. Details are available on request. Not all of the facilities offered through Our 24 Hour Telephone Banking and eBanking services are applicable to savings accounts. Both services are also subject to periods of routine maintenance.

##### 7. Closing Your Account

- 7.1 You may close Your Account at any time in accordance with Clause 20.2 in the General Terms and Conditions.
- 7.2 We may close Your Account if You do not comply with the following conditions:
  - remain the holder of an Eligible Account;

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

- 7.3 If We close Your Account under Clause 7.2 then We will give You at least two months' notice and We will transfer any balance in the Account to a Summit Account which We will open in Your name. The terms and conditions which apply to Our Summit Account will be advised to You when We open the Summit Account for You. Meanwhile, if You want a copy of the terms and conditions currently applicable to the Summit Account, You should contact Your Branch.

##### 8. Using the Services of a Third Party Provider to access the Account

The Account is accessible online. Where You are registered for eBanking, You can access the Account using the services of a TPP as follows:

- (i) You can use a TPP which provides Account Information Services; and/or
- (ii) You can use a TPP which provides Payment Initiation Services.

**Danske Choice Plus Savings Account****1. Applications**

Applications to open an Account can be made by completion of the necessary application form[s]. To open an Account You must already hold an Eligible Account with Us. In the case of a Danske Choice Plus Savings Account an Eligible Account is a Danske Choice Plus Package. You must also be registered for Our 24 Hour Telephone Banking or eBanking Services.

**2. Opening an Account**

- 2.1 A minimum balance of £1 (one pound sterling) is required to open and maintain an Account.
- 2.2 A Danske Choice Plus Savings Account is only available to personal customers who are aged 18 years or over.

**3. Payments into Your Account**

Each deposit to the Account must be made by electronic transfer from available cleared funds. You cannot make any lodgements to the Account at any counter of a Danske Bank branch in Northern Ireland.

**4. Payments from Your Account**

You can only withdraw funds from Your Account by electronic transfer using Our 24 Hour Telephone and/or eBanking services. You cannot make withdrawals from the Account at any counter of a Danske Bank branch in Northern Ireland.

**5. Interest**

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

**6. 24 Hour Telephone Banking and eBanking**

The Account must be operated using the Bank's 24 Hour Telephone Banking and/or eBanking services and will be subject to the Special Terms and Conditions of those services. Details are available on request. Not all of the facilities offered through Our 24 Hour Telephone Banking and eBanking services are applicable to savings accounts. Both services are also subject to periods of routine maintenance.

**7. Closing Your Account**

- 7.1 You may close Your Account at any time in accordance with Clause 20.2 in the General Terms and Conditions.
- 7.2 We may close Your Account if You do not comply with the following conditions:
- remain the holder of an Eligible Account;
  - Your Eligible Account must remain open and operational with regular credits and debits being applied to it; and
  - You must use Your Eligible Account for Your usual day to day banking business.
- 7.3 If We close Your Account under Clause 7.2 then We will give You at least two months' notice and We will transfer any balance in the Account to a Summit Account which We

will open in Your name. The terms and conditions which apply to Our Summit Account will be advised to You when We open the Summit Account for You. Meanwhile, if You want a copy of the terms and conditions currently applicable to the Summit Account, You should contact Your Branch.

**8. Using the Services of a Third Party Provider to access the Account**

The Account is accessible online. Where You are registered for eBanking, You can access the Account using the services of a TPP as follows:

- (i) You can use a TPP which provides Account Information Services; and/or
- (ii) You can use a TPP which provides Payment Initiation Services.



**Savings Account Plus Account****1. Applications**

Applications to open an Account can be made by completion of the necessary application form[s]. To open an Account You must already hold or open an Eligible Account with Us. In the case of a Savings Account Plus Account an Eligible Account is any Danske Bank personal current Account. You must also be registered for Our 24 Hour Telephone Banking or eBanking Services.

**2. Opening an Account**

- 2.1 A minimum balance of £1 (one pound sterling) is required to open and maintain an Account.
- 2.2 A Savings Account Plus is only available to personal customers who are aged 16 years and over.

**3. Payments into Your Account**

Each deposit to the Account must be made by electronic transfer from available cleared funds. You cannot make any lodgements to the Account at any counter of a Danske Bank branch in Northern Ireland.

**4. Payments from Your Account**

You can only withdraw funds from Your Account by electronic transfer using Our 24 Hour Telephone and/or eBanking services. You cannot make withdrawals from the Account at any counter of a Danske Bank branch in Northern Ireland.

**5. Interest**

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

**6. 24 Hour Telephone Banking and eBanking**

The Account must be operated using the Bank's 24 Hour Telephone Banking and/or eBanking services and will be subject to the Special Terms and Conditions of those services. Details are available on request. Not all of the facilities offered through Our 24 Hour Telephone Banking and eBanking services are applicable to savings accounts. Both services are also subject to periods of routine maintenance.

**7. Closing Your Account**

- 7.1 You may close Your Account at any time in accordance with Clause 20.2 in the General Terms and Conditions.
- 7.2 We may close Your Account if You do not comply with the following conditions:
- remain the holder of an Eligible Account;
  - Your Eligible Account must remain open and operational with regular credits and debits being applied to it; and
  - You must use Your Eligible Account for Your usual day to day banking business.
- 7.3 If We close Your Account under Clause 7.2 then We will give You at least two months' notice and We will transfer any balance in the Account to a Summit Account which We

will open in Your name. The terms and conditions which apply to Our Summit Account will be advised to You when We open the Summit Account for You. Meanwhile, if You want a copy of the terms and conditions currently applicable to the Summit Account, You should contact Your Branch.

**8. Using the Services of a Third Party Provider to access the Account**

The Account is accessible online. Where You are registered for eBanking, You can access the Account using the services of a TPP as follows:

- (i) You can use a TPP which provides Account Information Services; and/or
- (ii) You can use a TPP which provides Payment Initiation Services.

**Summit Account****1. Applications**

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

**2. Opening an Account**

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

**3. Interest**

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

**4. 24 Hour Telephone Banking and eBanking**

You may operate the Account using the Bank's 24 Hour Telephone Banking and/or eBanking services, subject to the Special Terms and Conditions of those services. Details are available on request. Not all of the facilities offered through Our 24 Hour Telephone Banking and eBanking services are applicable to savings accounts. Both services are also subject to periods of routine maintenance.

**5. Using the Services of a Third Party Provider to access the Account**

The Account is accessible online. Where You are registered for eBanking, You can access the Account using the services of a TPP as follows:

- (i) You can use a TPP which provides Account Information Services; and/or
- (ii) You can use a TPP which provides Payment Initiation Services.

**Danske Discovery Savings Account Definitions**

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

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

**1. Applications**

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

**2. Opening an Account**

- 2.1 An Account may be opened either:
- (a) in the sole name of a Child, between 11 and 17 years old; or
  - (b) in the sole name of an Adult for the benefit of a Child between 11 and 17 years old.
- Once the Child has reached his/her 18th birthday the Account Holder will no longer be eligible to open or hold the Account.

- 2.2 If the Account is opened in the name of an Adult for the benefit of a Child then the Adult is the Account Holder. The Account Holder in these circumstances is deemed to hold the monies in the Account in trust for the Child and the Bank will accept instructions in relation to the Account only from the Account Holder. The Bank will not be obliged to enquire into the purpose for which any sum or sums withdrawn are required or used.
- 2.3 You may remain entitled to the Account until the Child has reached his/her 18th birthday at which time You will no longer be eligible for the Account. If, at this time, We have not received instructions regarding the balance in the Account from You, We may close the Account giving You at least two months' notice or transfer any balance in the Account to another account within Our account range which We may open in Your name. The Terms and Conditions which apply to Your new account will be advised to You when We open the account for You.
- 2.4 A minimum balance of £1 (one pound sterling) is required to open and maintain an Account.
- 3. Payments from the Account**  
Withdrawals of an amount up to the balance in Your Account can be made at Your Branch. Withdrawals of up to £1,000 (one thousand pounds sterling) per day (subject to funds available in Your Account) can be made at

any other Danske Bank Branch in Northern Ireland on presentation of suitable proof of identity which should bear the signature of the Account Holder.

- 4. Interest**  
Credit Interest is payable as set out in Our 'Interest rates' leaflet. You can compare Our savings accounts on Our Website or by requesting information from Your Branch.
- 5. 24 Hour Telephone Banking and eBanking**  
If You are under 16, Your Parent or Guardian must consent to You registering for eBanking. They can do so on the Bank's approved form. 24 Hour Telephone Banking is not available with Danske Discovery Accounts.
- 6. Using the Services of a Third Party Provider to access the Account**  
The Account is accessible online. Where You are registered for eBanking, You can access the Account using the services of a TPP as follows:
- (i) You can use a TPP which provides Account Information Services; and/or
  - (ii) You can use a TPP which provides Payment Initiation Services.

### Junior Savings Account Definitions

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

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

- 1. Applications**  
Applications to open an Account can be made by completion of the necessary application form(s).
- 2. Opening an Account**
- 2.1 An Account may be opened either:
- (a) in the sole name of a Child aged 7 and over; up to age 10; or
  - (b) in the sole name of an Adult for the benefit of a Child up to 10 years old.
- Once the Child has reached his/her 11th birthday You will no longer be eligible to open or hold the Account.
- 2.2 If the Account is opened in the sole name of a Child then the Child is the Account Holder. A Child must be at least 7 years old to open an Account in his/her sole name.

- 2.3 If the Account is opened in the name of an Adult for the benefit of a Child then the Adult is the Account Holder. The Account Holder in these circumstances is deemed to hold the monies in the Account in trust for the Child and the Bank will accept instructions in relation to the Account only from the Account Holder. The Bank will not be obliged to enquire into the purpose for which any sum or sums withdrawn are required or used.
- 2.4 You may remain entitled to the Account until the Child's 11th birthday at which time You will no longer be eligible for the Account. If, at this time, We have not received instructions regarding the balance in the Account from You, We may close the Account giving You at least two months' notice or transfer any balance in the Account to a Danske Discovery Savings Account which We may open in Your name. The terms and conditions which apply to Your new account will be advised to You when We open the account for You.
- 2.5 A minimum balance of £1 (one pound sterling) is required to open and maintain an Account.
- 3. Payments from the Account**  
Withdrawals of an amount up to the balance in Your Account can be made at Your Branch. Withdrawals of up to £1,000 (one thousand pounds sterling) per day (subject to funds available in Your Account) can be made at any other Danske Bank Branch in Northern Ireland on presentation of suitable proof of identity which should bear the signature of the Account Holder.
- 4. Interest**  
4.1 Credit Interest is payable as set out in Our 'Interest rates' leaflet. You can compare Our savings accounts on Our Website or by requesting information from Your Branch.
- 5. 24 Hour Telephone Banking and eBanking**  
If the Account is opened in the name of an Adult for the benefit of a Child, then the Adult may operate the Account using the Bank's 24 Hour Telephone Banking and/or eBanking services, subject to the Special Terms and Conditions of those services. Details are available on request. Not all of the facilities offered through Our 24 Hour Telephone Banking and eBanking services are applicable to savings accounts. Both services are also subject to periods of routine maintenance.
- 6. Using the Services of a Third Party Provider to access the Account**  
The Account is accessible online. Where You are registered for eBanking, You can use the services of a TPP as follows:  
(i) You can use a TPP which provides Account Information Services; and/or  
(ii) You can use a TPP which provides Payment Initiation Services.

**Midas Gold Account****1. Applications**

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

**2. Opening an Account**

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

2.2 The Account is only available to personal customers where You (or in the case of a joint Account, at least one of You) are aged 50 years or over.

**3. Interest**

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

**4. 24 Hour Telephone Banking and eBanking**

You may operate the Account using the Bank's 24 Hour Telephone Banking and/or eBanking services, subject to the Special Terms and Conditions of those services. Details are available on request. Not all of the facilities offered through Our 24 Hour Telephone Banking and eBanking services are applicable to savings accounts. Both services are also subject to periods of routine maintenance.

**5. Using the Services of a Third Party Provider to access the Account**

The Account is accessible online. Where You are registered for eBanking, You can access the Account using the services of a TPP as follows:

- (i) You can use a TPP which provides Account Information Services; and/or
- (ii) You can use a TPP which provides Payment Initiation Services.

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

1.1 You may only open a Danske eSaver Account by applying online on Our Website or by telephoning Us.

1.2 When You open an Account, You must register (or be registered for) Our eBanking Service.

1.3 You can open a maximum of one Account in Your sole name and a maximum of one Account in Your joint name with another party.

**2. Opening an Account**

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

2.2 The Account is only available to personal customers who are aged 18 years or over.

**3. Payments into Your Account**

Each deposit to the Account must be made by electronic transfer from available cleared funds. You cannot make any lodgements to the Account at any counter of a Danske Bank branch in Northern Ireland.

**4. Payments from Your Account**

You can only withdraw funds from Your Account by electronic transfer using Our 24 Hour Telephone and/or eBanking services. You cannot make any withdrawals from the Account at any counter of a Danske Bank branch in Northern Ireland. When You make a withdrawal from Your Account this will affect the amount of interest that You receive (see Clause 5 below). You can arrange to have the annual interest transferred from Your Account on the date that it is credited to Your Account. Provided that You make this arrangement with Us before the date that the interest is credited to Your Account the transfer of the annual interest to another account will not be treated as a payment from Your Account for the purposes of calculation of interest.

**5. Interest**

Credit Interest is payable as set out in Our 'Interest rates' leaflet. Interest is calculated on a daily basis and credited to Your Account once each year on the date set out in the 'Interest rates' leaflet. If You make a payment from Your Account then You will not be entitled to any interest on the balance in Your Account for the period of the calendar month during which the withdrawal is made. You can compare Our savings accounts on Our Website or by requesting information from Your Branch.

**6. eBanking and 24 Hour Telephone Banking**

The Account must be operated using Our eBanking Service. You may also make payments from Your Account using Our 24 Hour Telephone Banking if You are registered for that service. Use of Our eBanking and 24 Hour Telephone Banking services are subject to the Special Terms and Conditions of those services.

Details are available on request. Not all of the facilities offered through Our 24 Hour Telephone Banking and eBanking services are applicable to savings accounts. Both services are also subject to periods of routine maintenance.

**7. Using the Services of a Third Party Provider to access the Account**

The Account is accessible online. Where You are registered for eBanking, You can access the Account using the services of a TPP as follows:

- (i) You can use a TPP which provides Account Information Services; and/or
- (ii) You can use a TPP which provides Payment Initiation Services.

**Danske Fixed Term Deposit Account Definitions**

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

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

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

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

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

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

**"Service Account"** means an account from Our current account range, a Business Investment Account, a Midas Gold Account or a Summit Account that You hold with the Bank in Your name(s). You will be required to maintain a Service Account for the duration of the Danske Fixed Term Deposit Account.

**1. Opening an Account**

- 1.1 The Account is available to both business customers including sole traders, partnerships, clubs, associations, charities, churches, trusts, societies, limited companies, unlimited companies, limited partnerships and limited liability partnerships who are running a designated business, and personal customers. Personal customers must be aged 16 years or over.
- 1.2 Personal customers may open an Account at a Branch, or by telephoning 0800 66 00 33 or via the Bank's eBanking service. A personal customer can only open an Account via the Bank's eBanking service in their sole name.
- 1.3 Business customers may only open an Account at a Branch.

**2. Cancellation rights**

- 2.1 Cancellation rights, as set out in Clause 23 of the General Terms and Conditions, do not apply to the Account.
- 2.2 Cancellation rights under the FCA's Banking Conduct of Business Rules do not apply to the Account.
- 2.3 You have no right to cancel the Agreement once the Fixed Term has commenced.

**3. Operation of the Account**

- 3.1 The Account is available for a fixed term of either:

- (a) one, two or three weeks,  
 (b) one, two, three, four, five, six, seven, eight, nine, ten or eleven months,  
 (c) one, two, three, four or five years, or  
 (d) for any term ending on a specified date as selected by You (subject to a minimum term of seven days and a maximum term of five years); ("the Term") (whichever You select at the date the Account is opened).  
 However, if You are a personal customer and open an Account via the Bank's eBanking service not all of the options listed above are available.
- 3.2 Deposits are only accepted on the date that the Account is opened or by the close of business on the business day before the Maturity Date if the balance in the Account is rolled over for another Term. Further deposits cannot otherwise be made to Your Account but You can open more than one Danske Fixed Term Deposit Account.
- 3.3 Deposits must be made in cleared funds from Your Service Account (by cash or by transfer from another account where the funds have cleared - see General Terms and Conditions - Personal Accounts or Business Accounts [as applicable], Clause 3).
- 3.4 The minimum deposit required to open the Account is £5,000 [five thousand pounds sterling]. There is no maximum limit to the amount of funds You can invest. However, if You are a personal customer and open an Account via the Bank's eBanking service, the maximum amount of funds You can invest is £1,000,000 (one million pounds sterling).
- 3.5 For any one Danske Fixed Term Deposit Account, the minimum balance must not fall below £5,000 [five thousand pounds sterling] (excluding interest accrued but not yet credited).  
 If this happens then the Account will continue to accrue interest at the rate specified in the Confirmation but at the Maturity Date, Rollover of the balance in the Account for another Term will not be permitted and the balance including any interest accrued will be automatically transferred to Your Service Account and the interest rates and terms and conditions for Your Service Account will apply.
- 4. Withdrawals**
- 4.1 Withdrawals can normally only be made on the Maturity Date. In special circumstances, You may apply to the Bank in writing to close the Account (or make a withdrawal from the Account) before the Maturity Date. If the Bank approves Your application to close the Account (or to make a withdrawal from the Account) and the Term of the Account is for six months or longer, Your Account will not be closed (or the withdrawal will not be made from the Account) until ninety days after the date the application is approved. For all other Terms, the Account will be closed (or the withdrawal will be made from the Account) on the date the application is approved. An early withdrawal charge is payable in the event of early withdrawal or closure.
- 4.2 The early withdrawal charge will consist of a funding cost which is based on movements in the interest rate market. These costs will be advised to You at the time and may result in You not achieving the rate of return as published. In addition an administration fee as set out in Our 'Fees and service charges explained' leaflet will be applied to Your Account. If You apply to make an early withdrawal or close the Account prior to the Maturity Date You may receive less money back than you initially deposited in the Account.
- 4.3 If you make an early withdrawal from the Account, any agreement to Rollover the Account will be cancelled.
- 4.4 In addition to the terms of any Mandate You have signed in respect of Your Account the Mandate holder will also be authorised to do the following:  
 (a) Close the Account early; and  
 (b) Provide instructions in relation to the Rollover of the Account.
- 4.5 In the event of the death of the Account Holder (or one of them if the Account is a joint Account), the Account may be closed without any early withdrawal charge being applied.
- 5. Interest rates**
- 5.1 Interest rates payable on Danske Fixed Term Deposit Accounts are fixed at the date of receipt of the initial lodgement and thereafter at each Maturity Date.

- 5.2 Interest rates are banded according to the amount deposited.
- 5.3 Details of interest rates are available from any branch. Personal customers who apply for the Account using the Bank's eBanking service will be able to see the interest rate applicable to the Account prior to opening the Account.
- 5.4 Interest accrues on a daily basis at the agreed rate and is credited to the Account on the Maturity Date.
- 5.5 Save and except for an Account where You have selected a Term with a specified Maturity Date on Account opening, You can request Your Account to Rollover at each Maturity Date, for the same Term at the interest rate applicable at the Maturity Date. You can select to Rollover the Account (subject to any minimum threshold) on either of the following basis;
- (i) Capital and accrued Interest can be rolled over.
- (ii) Capital can be rolled over and accrued Interest paid to Your Service Account.
- The Bank must receive any instructions in relation to whether or not You wish the Rollover to include accrued Interest by the close of business on the business day before the Maturity Date.
- 5.6 If no instructions regarding Rollover have been received prior to the Maturity Date, then, on that date, the balance in Your

Account will be automatically transferred to Your Service Account and the interest rates and terms and conditions for Your Service Account will apply.

## 6. Statements

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

Account opening	Account Agreement
End of tax year	Statement
10 days before Maturity Date	Letter if Term of Fixed Term Deposit Account is greater than one month
Rollover on Maturity	Confirmation letter
Any payment transaction	Details will be provided to You either by a statement or separate notification at the time of the transaction or shortly after.
Transfer to Service Account	Statement at the end of the month in which the payment transaction occurred.
Account closure	Statement

We will provide these statements to You on paper unless You have agreed that We may make these statements available to You in Your Electronic Mailbox ("e-box") or where You have Business eBanking, Your eArchive, and the terms and conditions applicable to that Service will apply.

## 7. 24 Hour Telephone Banking, eBanking and Business eBanking

- 7.1 Personal customers may open the Account in their sole name and operate the Account using Our eBanking service, subject to the Special Terms and Conditions for that service. Details are available on request.
- 7.2 Business customers cannot open or operate, but may view, an Account using the Bank's Business eBanking service, subject to the Special Terms and Conditions for that service. Details are available on request.
- 7.3 You will not be able to hear about or operate the Account using Our 24 Hour Telephone Banking service.
- 7.4 Not all of the facilities offered through Our 24 Hour Telephone Banking, eBanking and Business eBanking services are applicable to savings accounts. These services are also subject to periods of routine maintenance.

Please note that We may record or monitor calls to confirm details of Our conversations, for Your protection, to train Our staff and to maintain the quality of Our service.

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



Call charges may vary. Please refer to Your phone company for details.

**8. Variation**

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

**9. Third Party Providers (TPPs)**

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

## Special Terms and Conditions for Treasury Fixed Term Deposit Account

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

### Definitions

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

“**Account**” means a Treasury Fixed Term Deposit Account opened by the Account Holder with Us under these Terms and Conditions. An Account can be opened in sterling or another acceptable currency;

“**Confirmation**” means a letter confirming the amount of the deposit, the Fixed Term of deposit and the interest rate which will apply; A Confirmation is issued on the day the deposit is placed in the Treasury Fixed Term Deposit Account and on each subsequent Rollover date;

“**Fixed Term**” or “**Term**” means the term which is set out in the Confirmation letter;

“**Maturity Date**” means the date on which the Fixed Term as set out in the Confirmation letter ends;

“**Rollover**” means the automatic reinvestment of the balance in the Account (including capital and interest) on the Maturity Date on the basis of the terms set out in the Confirmation letter which is issued to You at the Maturity Date. Rollover will apply unless We receive Your contrary instructions in accordance with Clause 3.5 of these Terms and Conditions;

“**Service Account**” means an account from Our current account range, a Business Investment Account, a Midas Gold Account or a Summit Account that You hold with the Bank in Your name(s). You will be required to maintain a Service Account for the duration of the Treasury Fixed Term Deposit Account.

### 1. Opening an Account

- 1.1 The Account is available to both business customers including sole traders, partnerships, clubs, associations, charities, churches, trusts, societies, limited companies, unlimited companies, limited partnerships and limited liability partnerships who are running a designated business and personal customers. Personal customers must be aged 16 years or over.
- 1.2 You may only open an Account at a Branch.

### 2. Cancellation rights

- 2.1 Cancellation rights, as set out in Clause 2.3 of the General Terms and Conditions – Personal do not apply to the Account.
- 2.2 Cancellation rights under the Financial Conduct Authority (FCA) Banking Conduct of Business Rules do not apply to the Account.

- 2.3 You have no right to cancel once the Fixed Term has commenced.

### 3. Operation of the Account

- 3.1 The Account is available for a Fixed Term of either:
- (a) overnight;
  - (b) one, two or three weeks;
  - (c) one, two, three, four, five, six, seven, eight, nine, ten, eleven or twelve months or;
  - (d) for any term ending on a specified date as selected by You (subject to a maximum term of one year).
- 3.2 The minimum deposit required to open an Account is £250,000 (two hundred and fifty thousand pounds sterling) or currency equivalent. There is no maximum limit to the amount of funds You can invest.
- 3.3 Deposits must be made in cleared funds from your Service Account (by cash or by transfer from another account where the funds have cleared – see Clause 3 in the General Terms and Conditions – Personal Accounts or Business Accounts (as applicable)).
- 3.4 Deposits are only accepted on the date that the Account is opened or on the last day of the Term (“the Maturity Date”) if the balance in the Account is rolled over for another Term. Further deposits cannot otherwise be made to Your Account but You can open more than one Treasury Fixed Term Deposit Account.
- 3.5 On the Maturity Date unless you instruct Us otherwise, the balance in the Account (including capital and any interest which has

been credited to the Account) will be automatically reinvested for a new Fixed Term period which will be the same Term as the previous period. The new interest rate will be determined on the rollover date.

If You do not want Us to rollover the balance of your Account you must inform the Bank before 2pm on the Maturity Date by contacting your local branch or Relationship Manager, or by telephoning Danske Bank Markets on 028 9089 1100. You will be sent a Confirmation letter.

- 3.6 The minimum balance must not fall below £250,000 (two hundred and fifty thousand pounds sterling) or currency equivalent. If this happens then the Account will continue to accrue interest at the rate specified in the Confirmation but at the Maturity Date, Rollover of the balance in the Account for another Term will not be permitted and the balance including any interest accrued will be automatically transferred to Your Service Account and the interest rates and terms and conditions for your Service Account will apply.

#### 4. Withdrawals

- 4.1 Withdrawals can normally only be made on the Maturity Date. In special circumstances, You may apply to close the Account (or make a withdrawal from the Account) before the Maturity Date. If the Bank approves your application to close the Account (or to make a withdrawal from the Account) the Account will be closed (or the withdrawal will be made from the Account) on the date the

application is approved. An early withdrawal charge is payable in the event of early withdrawal or closure.

- 4.2 The early withdrawal charge will consist of a funding cost which is based on movements in the interest rate market. The early withdrawal charge will not exceed the interest accrued on the amount withdrawn. These costs will be advised to You at the time and may result in You not achieving the interest rate that would otherwise have been paid.
- 4.3 In the event of the death of the Account Holder (or one of them if the Account is a joint Account), the Account may be closed without any early withdrawal fee being applied.

#### 5. Interest Rates

- 5.1 Interest rates payable on Treasury Fixed Term Deposit Accounts are fixed at the date of receipt of the initial lodgement and thereafter at each Maturity Date where the balance on the account is reinvested for another Term.
- 5.2 You will be advised of the interest rate which will apply to Your Account in the Confirmation letter. This rate will apply for the Fixed Term.
- 5.3 Information about current interest rates may be obtained from Danske Bank Markets in Northern Ireland by telephoning 028 9089 1100.
- 5.4 Interest accrues on a daily basis at the agreed rate and is credited to the Account on the Maturity Date.

#### 6. Statements

- 6.1 Statements for Sterling Treasury Fixed Term Deposit Accounts will usually be provided half yearly by post unless You have opted to have statements made available through Our Electronic Mailbox Service.
- 6.2 Where a transaction occurs in any month a statement or other notification about the transaction will be sent to You within a month of the transaction having taken place.
- 6.3 Statements are not issued for non-Sterling Treasury Fixed Deposit Accounts. Instead You will receive a Confirmation letter.
- 6.4 Where the Term of your Fixed Term Deposit Account is greater than one month, We will send you a letter 14 days before the Maturity Date to remind You of the date that your Account is due to mature.
- 6.5 You must advise Us immediately if Your statement or any Confirmation letter or other communication from Us contains any information with which You disagree.

#### 7. 24 Hour Telephone Banking, eBanking and Business eBanking

- 7.1 You may view, but not operate, a Sterling Treasury Fixed Term Deposit Account using the Bank's Business eBanking Service or eBanking Service, subject to the Special Terms and Conditions for that Service. Details are available on request. You cannot view or operate a non-Sterling Treasury Fixed Term Deposit Account using the Bank's Business eBanking Service or eBanking Service.

- 7.2 You will not be able to hear about or operate the Account using the Bank's 24 Hour Telephone Banking Service.
- 7.3 Not all of the facilities offered through Our 24 Hour Telephone Banking, Business eBanking and eBanking Services are applicable to savings Accounts. These Services are also subject to periods of routine maintenance.

Please note that We may record or monitor calls to confirm details of Our conversations, for Your protection, to train Our staff and to maintain the quality of Our service.

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

**8. Variation**

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

**9. Third Party Providers (TPPs)**

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

## Section 9

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

#### Product Information - Danske Cash ISA

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

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

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

#### Further Information

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

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

#### How the Danske Cash ISA works

- Your ISA is opened upon receipt by Us of a correctly signed Account Agreement or, if applicable, a correctly signed Transfer Account Agreement or APS Application, and payment;
- The Bank's 'Interest rates' leaflet provides information on current interest rates and is an integral part of this document. If You are not provided with one, please request a copy from Your Branch;
- The interest earned is free of tax;
- Interest is variable and is calculated on a daily basis on the cleared credit balance of Your Account and credited to the Danske Cash ISA once a year;
- You may access Your money through Your Branch, or through Our online services;
- You cannot open the ISA jointly with anyone else or transfer it to anyone else. The savings in an ISA must be Yours and the account cannot be used as security for a loan.

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

Tax rules and tax levels may change in the future.

### Your Questions Answered

#### What is an ISA?

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

There are four types of ISA:

- Cash
- Stocks and Shares
- Innovative finance
- Lifetime

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

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

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

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

The ISA subscription limit for the current tax year (6 April 2017 to 5 April 2018) is £20,000.

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

**Can I invest in an ISA?**

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

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

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

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

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

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

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

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

If You stop making subscriptions to Your Danske Cash ISA for one full tax year, You will be required to sign a new Account Agreement before You can start subscribing again.

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

Yes. You may make a withdrawal from Your Danske Cash ISA, in whole or in part, at anytime.

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

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

To make a withdrawal You can telephone Your Branch and request a transfer to another account or You can request a transfer to another account or withdraw cash at the counter of any branch of the Bank situated in Northern Ireland. If Your Branch is not situated in Northern Ireland, You can send a written request to withdraw funds to the ISA Manager.

You may also transfer funds to another account using Our eBanking Service (You must be registered for eBanking to do this).

**Can I access the account using the services of a Third Party Provider (TPP)?**

If You are registered for eBanking You can access the Account using the services of a TPP. TPPs are independent providers of services in the area of internet payments (Payment Initiation Services) and account aggregation services (Account Information Services). You can read more about these services in the General Terms and Conditions - Personal at Clauses 5.5.9 and 8. You can also find out more on our website at [www.danskebank.co.uk/psd2ob](http://www.danskebank.co.uk/psd2ob).

You should only use the services of a TPP which is authorised and regulated by the FCA or another European Regulator.

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

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

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

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

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

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

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

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

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

When you die, the tax benefits of Your ISA will cease. We will continue to deal with Your Account in accordance with the ISA Terms until instructions are received from Your legal representative(s).

From 6 April 2015, a surviving spouse or civil partner is eligible to claim a one-off Additional Permitted Subscription allowance equal to the value of Your ISA on the date of Your death, in addition to their normal ISA allowance, to invest in an ISA.

Please note, this is an additional subscription allowance only and does not involve the transfer of the actual funds contained within Your ISA. The ISA investments will be dealt with in accordance with Your estate. The allowance is so a surviving spouse or civil partner can subscribe this additional amount to an ISA in their own name so they retain the tax advantages from Your ISA.

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

Where the death occurred in the period 3 December 2014 to 5 April 2015, the 3 year period starts on 6 April 2015.

**Queries and complaints**

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

If you have followed our published complaint procedures and you disagree with the response we have given, you can refer the matter to the Financial Ombudsman Service. Details are

available from us or from [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

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

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

**Important information about compensation arrangements**

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

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

## Special Terms and Conditions – Danske Cash ISA

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

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

### 1. Definitions

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

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

**"Account Agreement"** incorporating a declaration and authorisation, means the duly signed account

agreement by which You have applied for a Danske Cash ISA;

**"Additional Permitted Subscription"** or **"APS"** is an additional subscription allowance given to the spouse or civil partner of a deceased ISA holder to the value of the ISA(s) held by the deceased with an ISA manager on their death;

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

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

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

**"HMRC"** means HM Revenue & Customs (formerly known as Inland Revenue);

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

**"ISA Manager"** means Northern Bank Limited whose Registered Office is Donegall Square West, Belfast BT1 6JS, or any other company to which the ISA Manager transfers the Danske Cash ISA in accordance with Clause 10 hereof;

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

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

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

**"Third Party Provider"** ("TPP") means an independent provider of services which can offer Account Information Services or Payment Initiation Services to You.

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

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



"**Transfer History Form**" means the form [containing the information specified in the Treasury Regulations] to be completed by the old ISA manager when an ISA is being transferred to a new ISA manager;

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

## 2. Introduction

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

law and the Treasury Regulations and may be subject to change in the future.

## 3. Applications

- 3.1 In order to open a Danske Cash ISA, You must be a Qualifying Individual.
- 3.2 For applications to open a Danske Cash ISA for the purpose of completing a transfer in of existing ISA investments (in accordance with Clause 8) or to utilize an Additional Permitted Subscription allowance (in accordance with Clause 13), where the customer does not intend to further subscribe to the ISA, the Account Holder does not have to be resident in the UK, or be a UK Crown servant or married to or in a civil partnership with a Crown servant. APS allowance subscriptions are also not treated as normal ISA subscriptions under an eligible customer's annual allowance and therefore will not cause a customer to breach the normal ISA subscription rules.
- 3.3 You will be required to sign the applicable declaration and authorisation as set out in the Account Agreement, Transfer Account Agreement or APS Application as applicable.
- 3.4 A Danske Cash ISA cannot be opened in joint names.
- 3.5 The Bank may accept applications completed by and act on instructions received from someone legally appointed or authorised to act on behalf of the Account Holder if the Account Holder is not able to complete the Account Agreement by reason of mental disorder or incapacity, physical disability, illness or old age, and the Bank has seen the document and is satisfied that it authorises

the person to act on behalf of the Account Holder. Unless otherwise required by Treasury Regulations, the Danske Cash ISA will be opened in the name of the incapacitated person.

- 3.6 This agreement is constituted by a duly signed Account Agreement, Transfer Account Agreement, or APS Application and these Special Terms and Conditions will come into effect once the Account Agreement, Transfer Account Agreement, or APS Application has been accepted by the Bank. However, Your Danske Cash ISA will not be considered opened until the Bank has received Your first subscription or transfer payment from the old ISA manager, as applicable, to Your Danske Cash ISA.
  - 3.7 The Bank reserves the right to refuse to open a Danske Cash ISA, or accept a transfer in, without stating any reason.
- ## 4. Subscriptions (Payments to Your Account)
- This Clause 4 does not apply to APS allowance subscriptions. For APS allowance subscriptions, refer to Clause 13
- 4.1 You must be a Qualifying Individual and must subscribe to the Danske Cash ISA with Your own cash.
  - 4.2 You may not subscribe to the Danske Cash ISA otherwise than by means of a sum or sums paid directly to the Bank.
  - 4.3 You may subscribe to Your Danske Cash ISA in Tax Years following that in which it is opened in accordance with any requirements of the Treasury Regulations.
  - 4.4 A subscription to the Danske Cash ISA must be received by the Bank before the end of the

- Tax Year for which the application to subscribe is made. See the Payment Table in the General Terms and Conditions for more information on the date of receipt of a payment into Your account.
- 4.5 You can pay into the Danske Cash ISA at the counter of any branch of the Bank situated in Northern Ireland, by telephoning the branch, by post, or by electronic transfer (including through Our eBanking Service) subject to the appropriate ISA subscription limit.
- 4.6 Any cheque paid into the Danske Cash ISA which is subsequently returned unpaid will be debited from the Danske Cash ISA. Any interest paid on the amount of the returned cheque may also be debited from the account.
- 4.7 You may discontinue subscriptions to the Danske Cash ISA either temporarily or permanently without penalty and without prejudice to the continuation of the Danske Cash ISA. A new Account Agreement, or Transfer Account Agreement, will be required in the event that You make no subscriptions to the Danske Cash ISA during a whole Tax Year, before You can subscribe again to the Danske Cash ISA.
- 4.8 Total subscriptions during a Tax Year made in full to a Danske Cash ISA or when combined with subscriptions, if any, to a stocks and shares ISA or an innovative finance ISA or a Lifetime ISA may not exceed the annual ISA subscription limit. Any amounts received by the Bank in excess of the subscription limit will be returned to You.
- 4.9 If at any time You cease to be a Qualifying Individual the Danske Cash ISA will continue to be exempt from tax in accordance with Treasury Regulations, however no further subscriptions can be made to the Danske Cash ISA until You are a Qualifying Individual again. If We receive information which suggests you may no longer be eligible to subscribe to the Account, We may block the account pending confirmation from You.
- 4.10 If We refuse to accept a payment into Your Account We will, where possible, attempt to contact You explaining Our reasons.
- 5. Withdrawals**  
On the instruction of the Account Holder and within the time stipulated by the Account Holder, all or part of the investments held in the Danske Cash ISA, and proceeds arising from those investments shall be transferred or paid to the Account Holder. You can withdraw any amount up to the cleared credit balance in Your Danske Cash ISA. You can telephone Your Branch or call at any branch of the Bank situated in Northern Ireland and request Us to transfer the funds to any account specified by You provided such account can accept transfers, or You may withdraw the money in cash at the counter of any branch of the Bank situated in Northern Ireland. If Your Branch is not situated in Northern Ireland, You can send a written request to withdraw funds from Your Danske Cash ISA to The ISA Manager, Danske Bank, Donegall Square West, Belfast BT1 6JS. You may also transfer funds to another account using Our online eBanking Services (You must be registered for eBanking to do this).
- 6. Interest**
- 6.1 Credit Interest is payable as set out in Our Interest rates' leaflet. You can compare Our savings accounts on Our Website or by requesting information from Your Branch.
- 6.2 Subject to Clause 6.3, Credit Interest paid to an ISA is tax-free.
- 6.3(a) If the Account is to be voided or repaired in Accordance with Clause 11, the relevant interest paid or credited on or after 6 April 2016 will not be taxed. Interest paid or credited before this date will be taxed at the basic rate where appropriate.
- (b) In the event of Your death, interest paid or credited on or after 6 April 2016 will not be taxed.
- (c) In the event of You becoming bankrupt, in accordance with Clause 14, interest from date of appointment of a trustee to deal with Your assets will not be taxed. Depending on Your personal circumstances You may be liable to pay income tax on any credit interest that You receive as this will not be deducted by Us at source.
- 7. Transfers out**
- 7.1 On the instruction of the Account Holder, an ISA or part of an ISA, shall be transferred to another ISA manager.
- 7.2 Subject to Treasury Regulations You may transfer:
- current year ISA subscriptions in whole, and /or
  - previous years' ISA subscriptions in whole or in part from Your Danske Cash ISA to a cash ISA, a stocks and shares ISA, an innovative finance ISA or a

- Lifetime ISA with another ISA manager. If You only have current year subscriptions the entire account must be transferred.
- 7.3 Within 5 Business Days from the date We receive the Account Holder's written instruction and confirmation from the new ISA manager that they are prepared to accept the transfer, We will transfer to the new ISA manager the subscriptions specified in the transfer instruction together with all required information and, where appropriate, all rights and obligations relating to Your ISA. For the avoidance of doubt completion of the transfer in accordance with the ISA Regulations shall not act so as to prohibit the Account Holder from bringing any claim for any act or omission against the ISA manager which occurred prior to the transfer date.
- 8. Transfers In**  
This Clause 8 does not apply to APS allowance subscriptions. For transfers in of an APS allowance, refer to Clause 13.
- 8.1 You may transfer in funds from a cash ISA, a stocks and shares ISA, an innovative finance ISA or a Lifetime ISA with another ISA manager subject to and in accordance with the Treasury Regulations. The transfer in of funds may only be in the form of cash from the old ISA manager. You should refer to Your ISA manager for information regarding any withdrawal charges which may be deducted from your existing ISA.
- 8.2 You can request a transfer to a Danske Cash ISA by contacting Your local Danske Bank branch in the UK. You will be required to complete a Transfer Authority Form with instructions for the transfer and a Transfer Account Agreement stating whether You will be subscribing to the Danske Cash ISA.
- 8.3 The ISA Manager will usually effect the transfer within 5 Business Days of receipt of the Transfer History Form and cash from the old ISA manager.
- 8.4 Where You hold more than one Danske Cash ISA You may, subject to the Treasury Regulations, instruct the ISA Manager to combine the accounts by transferring the funds from one, or more, Danske Cash ISAs into one of the Danske Cash ISAs You hold. You must complete a Transfer Authority Form and a Transfer Account Agreement, regardless of whether a valid Account Agreement is already held for the account to which the funds are being transferred, for the current Tax Year. The Transfer Account Agreement must state whether or not You will subscribe to the Danske Cash ISA to which the funds are being transferred.
- 8.5 The ISA Manager will usually effect the transfer within 5 Business Days of receipt of the duly signed Transfer Authority Form and Transfer Account Agreement.
- 9. Cancellation**  
This Clause 9 does not apply to APS allowance subscriptions. For cancellation of an APS allowance subscription, refer to Clause 13.
- 9.1 You can withdraw Your application for a Danske Cash ISA at any time before Your first subscription is made.
- 9.2 This clause applies to all new Accounts including ISAs transferred to Us from another ISA manager. If You decide You do not want Your Account, You will have 14 days from the date the new Account was opened to cancel Your contract with Us. Where an ISA has been transferred to Us, You will have the option of transferring the ISA back to the original ISA manager if they agree, or to another ISA manager.
- 9.3 If You have made no subscriptions in the previous tax year and are required to sign a new Account Agreement, You will have 14 days from the date You signed the Account Agreement, to cancel Your subscription with Us.
- 9.4 You have no cancellation rights if You are transferring another cash ISA to a Danske Bank Cash ISA which You already hold with the Bank. However, You can transfer Your cash ISA to another ISA manager in accordance with Clause 7. Alternatively, You can withdraw the transferred amount in accordance with Clause 5 or request the Account to be closed and We will give You all Your money back together with any interest due in accordance with Clause 15.
- 10. Assignment and Delegation**
- 10.1 Your Danske Cash ISA may not be assigned by You to any other person.
- 10.2 The ISA Manager may appoint in its place any company (which has received approval from HMRC to act as an ISA manager) as manager of Your Danske Cash ISA at any time (including without limitation, prior to the Danske Cash ISA being opened) and shall then transfer all benefits, duties and

obligations under the General Terms and Conditions – Personal Accounts and these Special Terms and Conditions to that appointee. Where required by the Treasury Regulations the ISA Manager will give You notice of the transfer.

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

## 11. Voiding

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

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

- transfer any invalid subscriptions in Your Account together with interest on them to any other account You hold with Us; or
- send a cheque payable to You for this amount.

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

## 12. Death

The tax benefits of an ISA will cease from the date of Your death. The funds in the Danske Cash ISA together with any accrued interest will remain in the Danske Cash ISA (but

without the tax benefits of an ISA) until notification of withdrawal is received by the ISA Manager from Your personal legal representatives. Subject to such formalities as the ISA Manager may specify, the Bank will pay the funds in the Danske Cash ISA together with any accrued interest to or to the order of Your personal legal representatives.

## 13. Additional Permitted Subscription (APS) Allowance

- 13.1 The surviving spouse or civil partner of a deceased ISA investor who died on or after 3 December 2014 and who held one or more ISAs with Danske Bank, may invest a one-off additional subscription allowance to a Danske Cash ISA, outside of the normal subscription limit, as set by HMRC, to the value of the deceased's ISA(s) at their date of death.

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

- 13.3 Requests to use this additional allowance in whole or in part can be made by visiting any Danske Bank branch in the UK. The applicant will be required to sign documentation confirming:-

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

- 13.4 Subscription of the APS allowance can be:-

- for any amount up to the value of the deceased's ISA(s) on the date of their death;

- made in one deposit or in multiple instalments of a minimum of £250 each or the remaining amount of the APS allowance;
- made in cash, cheque or request to transfer from another account held with Danske Bank;
- paid into an existing or newly opened Danske Cash ISA only or split between a Danske Cash ISA and another ISA with the ISA Manager;

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

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

## Transferring in an APS allowance

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

- 13.8 All ISAs held with the ISA manager must be amalgamated into one APS allowance and cannot be transferred in part.

- 13.9 An APS allowance which has been partially used cannot be transferred.

- 13.10 The transfer will be of an allowance only and will not involve the transfer of funds.

- 13.11 Once an APS allowance has been transferred it may not be transferred a second time.

- 13.12 To request the transfer of an APS allowance to Danske Bank for subscription with Us, the surviving spouse or civil partner will be

required to complete an APS Transfer Authority Form. On receipt of an APS Allowance Transfer Declaration from the other ISA manager, the applicant will be invited to proceed with an APS Application and open an ISA if applicable.

#### Transferring out an APS allowance

- 13.13 Subject to and in accordance with Treasury Regulations, on the instruction of the spouse or civil partner of a deceased ISA investor with Danske Bank, an APS allowance which has not yet been fully or partially claimed and which has not been transferred to Us from another ISA manager will be transferred to another ISA manager.
- 13.14 The transfer will be of an allowance only and will not involve the transfer of funds.

#### 14. Bankruptcy

Where the Bank receives written notice that You are bankrupt and the court has appointed a trustee to deal with Your assets, the funds in the Danske Cash ISA together with any accrued interest will remain in the Danske Cash ISA (but without the tax benefits of an ISA) until notification of withdrawal is received by the ISA Manager from the trustee and the account closed.

#### 15. Closure of an ISA

- 15.1 In addition to the circumstances in which Your Account can be closed as set out in the General Terms and Conditions - Personal Accounts, Your Account may be closed in accordance with Clauses 11, 12 and 14.

- 15.2 The ISA Manager may deduct from Your Account a sum determined by the Bank to represent any tax liabilities You may have in connection with the Danske Cash ISA for which the ISA Manager may be accountable under the Treasury Regulations.

#### 16. Changes to information previously provided

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

#### 17. Instructions, Notices and Requests

- 17.1 The Bank will comply with Your requests except where the Bank believes that such compliance may be impracticable or might contravene these Special Terms and Conditions or any applicable law, rule or regulation.
- 17.2 You acknowledge that the ISA Manager will provide HMRC with any information about Your Danske Cash ISA that is required to be provided by the Treasury Regulations.

18. **24 Hour Telephone Banking and eBanking**  
Provision of Our 24 Hour Telephone Banking Service on Your Danske Cash ISA is limited to being able to enquire about balances and transactions.

You may operate Your Danske Cash ISA using the Bank's eBanking Service, subject to the Special Terms and Conditions of this Service. Details are available on request. Not all of the facilities offered through Our eBanking Service are applicable to savings accounts.

Our 24 Hour Telephone Banking and eBanking Services are also subject to periods of routine maintenance.

19. **Using the Services of a Third Party Provider to access the Account**

The Account is accessible online. Where You are registered for eBanking, You can access the Account using the services of a TPP as follows:

- (i) You can use a TPP which provides Account Information Services; and/or
- (ii) You can use a TPP which provides Payment Initiation Services.

## Danske Junior Cash ISA - Key Features

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

If there is anything which You do not understand, please contact Your local branch.

### Overview of the Junior ISA (JISA)

- A children's savings Account with the same tax benefits as an adult ISA – exempt from UK income and capital gains tax;
- Subscription allowance per child per tax year (set at £4,128 for tax year 2017/18);
- Account held in child's name, but opened and managed by someone with parental responsibility;
- Anyone can contribute to a child's Junior ISA;
- No withdrawals permitted until age 18, when the Account becomes an 'adult' ISA and the child has full access to the funds.

### What is a JISA?

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

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

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

### Who can have a JISA?

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

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

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

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

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

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

No. There are two types of JISA.

- Cash
- Stocks and Shares

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

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

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

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

The annual subscription limit on the JISA has been set at £4,128 for tax year 2017/18.

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

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

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

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

**Can I withdraw from the JISA?**

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

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

**Who can open and operate the JISA?**

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

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

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

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

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

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

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

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

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

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

**Further Information****Cancellation rights**

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

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

**Important information about compensation arrangements**

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

Your eligible deposits with us are protected up to a total of £85,000 by the FSCS. Any deposits

you hold above the £85,000 limit are unlikely to be covered. Please see the FSCS Information Sheet and Exclusions List at [www.danskebank.co.uk/fscs-personal](http://www.danskebank.co.uk/fscs-personal) for more detail.

## Queries and complaints

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

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

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

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



## Special Terms and Conditions - Danske Junior Cash ISA

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

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

### 1. Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## 2. Introduction

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

- and must not be used as security for a loan.
- 2.5 These Special Terms and Conditions are based on the Bank’s understanding of current law and the Treasury Regulations and may be subject to change in the future.

## 3. Applications

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

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

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

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

## Transfer of JISAs

### 7. Transfers Out

7.1 Subject to Treasury Regulations the Registered Contact may at any time transfer to another ISA manager:

- the whole Danske Junior Cash ISA to another Junior Cash ISA; or
- whole/part of the Danske Junior Cash ISA to a Junior Stocks and Shares ISA (current year's subscriptions must be transferred in full) within such time as shall be agreed with the ISA Manager, provided that the new ISA manager agrees to accept the transfer and is approved by HMRC to act as an ISA manager.

7.2 We will transfer the JISA within 5 Business Days from the date We receive the Registered Contact's written instruction and confirmation from the new ISA manager that they are prepared to accept the transfer.

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

### 8. Transfers In

8.1 The Registered Contact may transfer in funds from:

- a JISA with another ISA manager; or
- a CTF with a CTF manager

subject to and in accordance with the Treasury Regulations.

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

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

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

8.3 Subject to Treasury Regulations the ISA Manager can only accept written requests for transfers in to the Danske Junior Cash ISA of:

- a whole Junior Cash ISA held with another ISA manager;
- the whole/partial transfer of a Junior Stocks and Shares ISA held with another ISA manager, provided the Account Holder does not hold a Junior Cash ISA with another ISA manager. Current Year

subscriptions must be transferred in whole; or

- a whole CTF with a CTF manager.

### 9. Cancellation

9.1 The Registered Contact can withdraw the application for the Account at any time before the first subscription is made.

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

9.3 If a JISA is transferred from another ISA manager to a new Danske Junior Cash ISA account and You wish to cancel this transfer, You will have the same cancellation rights as set out in Clause 9.2. If the Registered Contact exercises the right to cancel the Account, We can transfer the JISA back to the old ISA manager (if they consent to the transfer) or to another ISA manager.

9.4 There is no right to cancel a transfer in from another ISA provider to an existing Danske Junior Cash ISA.

**10. Assignment and Delegation**

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

**11. Repair and Voiding****Repair**

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

**Voiding**

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

**12. Death**

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

Child.

**13. Closure of a JISA**

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

- 13.1 On the Bank receiving written notice of the death of the Eligible child in accordance with Clause 12;
- 13.2 On the direct instructions from HMRC, where the JISA is void in accordance with Clause 11;
- 13.3 When the Eligible Child attains the age of 18;
- 13.4 Where the ISA Manager becomes aware that the child was not an Eligible Child when the Account was opened;
- 13.5 Where all the funds in the Account have been withdrawn due to terminal illness in accordance with Clause 5.1;
- 13.6 Where all the funds in the Account have been transferred to another ISA manager in accordance with Clause 7;
- 13.7 When the Eligible Child attains the age of 18, the Account will convert to a Danske Cash ISA in the Eligible Child's name and will be governed by the terms and conditions of that account. We will contact the Eligible Child on their 18th birthday to discuss their options. The Eligible Child will not be able to make subscriptions to this Danske Cash ISA until they complete the required account documentation for that account.

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

**15. Instructions, Notices and Requests**

- 15.1 The Bank will comply with the Registered Contact's requests except where the Bank believes that such compliance may be impracticable or might contravene these Special Terms and Conditions or any applicable law, rule or regulation.
- 15.2 The Registered Contact acknowledges that the ISA Manager will provide HMRC with any information about the Account and the Account Holder that is required to be provided by the Treasury Regulations.

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

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

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

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

## Section 10

These are the Special Terms and Conditions that will apply to Danske 3D Secure.

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

### 1. Definitions

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

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

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

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

**"Email Address"** means a current valid email address.

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

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

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

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

**"We", "Us" and "Our"** or **"the Bank"** mean Northern Bank Limited having its registered office address at Donegall Square West Belfast (registered number R568). Danske Bank is a trading name for Northern Bank Limited.

**"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.

## Special Terms and Conditions - Danske Text Service

Special Terms and Conditions for Agreement for Receipt of Unencrypted SMS Messages ("the Agreement") between You and the Bank through our Danske Text Service.

These Terms and Conditions are in addition to the General Terms and Conditions - Personal Accounts and to any other Special Terms and Conditions that apply to Your Account. Unless otherwise stated, where these Special Terms and Conditions for Danske Text Service are not consistent with any of the other aforementioned Terms and Conditions then the Special Terms and Conditions for Danske Text Service will apply to the extent of that inconsistency in relation to the operation of the Danske Text Service. Danske Text Service enables You to receive information on Your account balance(s) and mini statements by SMS Message from the Bank. The transmitted information is unencrypted and You are advised to pay special attention to Clause 4 of this agreement.

If you want to subscribe for ongoing text alerts You should ask Us about Our eBanking service.

### 1. Definitions

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

"**Mobile Phone Number**" means the mobile phone number which We record when You

register for Danske Text Service as set out in Condition 2c or as notified by You to Us in accordance with Condition 2d.

"**Mobile Phone**" means the mobile telephone device which You use to send and receive SMS Messages for the Danske Text Service.

"**SMS Message**" means SMS text messages sent to Your mobile Phone Number.

"**You**", "**Your**" and "**Yours**" mean the accountholder who has registered for Danske Text Service under this agreement with Us.

### 2. Using Danske Text Service

- a. When You register for Danske Text Service, You agree that these conditions will apply in relation to Your use of Your Mobile Phone Number to send or receive SMS Messages to or from Us.
- b. When You register for Danske Text Service You agree that the information You provide will be used by Us to validate Your identity. You agree that You will provide Us with correct information.
- c. When You register for Danske Text Service We will record Your Mobile Phone Number. Once you have registered We will treat any SMS Message from Your Mobile Phone Number as a valid request to Us. We will not carry out any further authentication or verification before providing the Danske Text Service.
- d. If You change Your Mobile Phone Number 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 Condition 26 of the General Terms and Conditions - Personal Accounts.

- e. Once You have registered Your Mobile Phone Number for Danske Text Service You can terminate Your registration by texting the word 'block' to 50350 or by contacting your local branch\*

\* You can call between 8am and 8pm Monday to Friday and between 9am and 4.30pm on Saturdays and Sundays, except for bank holidays or other holidays in Northern Ireland when the bank is not open for business. We may record or monitor calls to confirm details of our conversations, for your protection, to train our staff and to maintain the quality of our service. Call charges may vary. Please contact your phone company for details.

### 3. Security

You must take all reasonable steps to maintain the confidentiality of the information shown or stored on Your Mobile Phone. Since your Agreement with Us authorises Us to send You unencrypted SMS Messages about Your Accounts to Your Mobile Phone Number, You should take the following steps to protect Your Account information;

- (1) Delete any texts sent or received as soon as possible;
- (2) Do not save the number for the Danske Text Service on Your Mobile Phone;
- (3) Set a PIN on Your Mobile Phone, change it regularly and keep Your Mobile Phone keypad locked;

- (4) Do not store the Danske Text Service information card with Your Mobile Phone.
- 4. Acceptance of unencrypted transmission of confidential information**  
All information is sent via open networks. There is therefore a risk that third parties may come into possession of or modify the information transmitted. You should also note that persons with access to Your Mobile Phone may gain access to the information transmitted.  
If You want to ensure that confidential information is not accessible to unauthorised persons, You should take the steps set out under Condition 3 above.  
When entering into this agreement, by sending an SMS Message to the appropriate number You authorise the Bank to transmit the requested information in electronic, unencrypted form through the telecommunications providers chosen by the Bank.  
We will only send You each SMS Message once and you cannot reply to it.
- 5. Cancellation rights**  
You have a right to cancel the Danske Text Service at any time.
- 6. Ending Your Danske Text Service**
- 6.1 We may stop or suspend Your use of the Danske Text Service where We have reasonable grounds for doing so.
- 6.2 Where We have exercised Our rights under Clause 6.1 We will where reasonably possible, (and where it would not be a breach of security or be against the law) give You appropriate notice of Our intention to do so and explain Our reasons. We will reinstate the Danske Text Service as soon as reasonably practicable after the reasons for stopping its use cease to exist.
- 6.3 We can terminate these Special Terms and Conditions by giving You at least two months' notice.
- 6.4 You may terminate these Special Terms and Conditions at any time by following the instructions in Clause 2(e) of these Special Terms and Conditions and We will terminate the service on receipt of your request to cancel.
- 6.5 If Your Account is terminated in accordance with the provisions of the General Terms and Conditions - Personal Accounts, then Your Danske Text Service will be automatically terminated.
- 6.6 Any termination of these Special Terms and Conditions is without prejudice to any accrued rights and/or remedies.
- 7. Your Liability**
- 7.1 You must personally register Your Mobile Phone Number with the Bank before registering for this service. You are responsible for the accuracy of the data given by You and the Bank is not liable if the information transmitted by the Bank is inaccurate or received by the wrong person. If Your Mobile Phone Number changes, You are responsible for notifying the Bank of the change.
- 7.2 If Your Mobile Phone is lost or stolen You must notify Us without undue delay so that We can terminate the Danske Text Service.
- You can do this by way of any of the methods set out in Part 1 of the General Terms and Conditions under the heading "How You can contact Us". Further details are available in any Branch and on Our Website. Alternatively, you can call us on 0370 850 2481 (local) or 0044 28 9004 9201 (if you are abroad).
- 8. Our responsibility**  
The Bank is not liable for the loss or modification of data during transmission from the Bank to You.
- 9. General**  
The Danske Text Service is currently free of charges by the Bank, however you should refer to Your Mobile Phone service provider for any additional charges that could be made by them.

## Section 11

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

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

#### Danske Prestige Account

1. The Account is no longer available to new customers.
2. If you are an existing Danske Prestige customer, you may open an additional Danske Prestige current account in the same name.
3. You may apply for a Debit Mastercard Card to be issued to You. Availability of the Card is subject to status. Use of the card is subject to the Special Terms and Conditions applicable to the Card.
4. **eBanking and Third Party Providers**
  - 4.1 You can access the Account online using eBanking.
  - 4.2 Where You are registered for eBanking, You can access the Account using the services of a TPP as follows:
    - (i) You can use a TPP which provides Account Information Services; and/or
    - (ii) You can use a TPP which provides Payment Initiation Services.

#### Danske Choice Plus

1. The Account is no longer available to new customers.
2. If you are an existing Danske Choice Plus customer, you may open an additional Danske Choice Plus current account in the same name.
3. You may apply for a Debit Mastercard Card to be issued to You. Availability of the Card is subject to status. Use of the card is subject to the Special Terms and Conditions applicable to the Card.
4. **eBanking and Third Party Providers**
  - 4.1 You can access the Account online using eBanking.
  - 4.2 Where You are registered for eBanking, You can access the Account using the services of a TPP as follows:
    - (i) You can use a TPP which provides Account Information Services; and/or
    - (ii) You can use a TPP which provides Payment Initiation Services.

#### Danske 24/7

1. The Account is no longer available to new customers.
2. If you are an existing Danske 24/7 customer, you may open an additional Danske 24/7 current account in the same name.
3. You may apply for a Debit Mastercard Card to be issued to You. Availability of the Card is subject to status. Use of the card is subject to the Special Terms and Conditions

applicable to the Card.

4. With a Danske 24/7 Package You must continue to agree to receive Your statements electronically.
5. If You cease to comply with the requirements for a Danske 24/7 Package, We may close Your Account (and any products or services within the Danske 24/7 Package) by giving You at least two months' notice or transfer any balance in Your Account to another account in Our current account range which We will open in Your name. The Terms and Conditions which will apply to Your new account will be advised to You when We open the account for You.
6. **eBanking and Third Party Providers**
  - 6.1 You can access the Account online using eBanking.
  - 6.2 Where You are registered for eBanking, You can access the Account using the services of a TPP as follows:
    - (i) You can use a TPP which provides Account Information Services; and/or
    - (ii) You can use a TPP which provides Payment Initiation Services.

**Principal Account**

1. The Account is no longer available to new customers.
2. You may apply for a Debit Mastercard Card to be issued to You. Availability of the Card is subject to status. Use of the card is subject to the Special Terms and Conditions applicable to the Card.
3. **eBanking and Third Party Providers**
  - 3.1 You can access the Account online using eBanking.
  - 3.2 Where You are registered for eBanking, You can access the Account using the services of a TPP as follows:
    - (i) You can use a TPP which provides Account Information Services; and/or
    - (ii) You can use a TPP which provides Payment Initiation Services.

**Current Account**

1. The Account is no longer available to new customers.
2. No Credit Interest is payable on this Account, See Our 'Interest rates' leaflet.
3. You may apply for a Debit Mastercard Card to be issued to You. Availability of the Card is subject to status. Use of the Card is subject to the Special Terms and Conditions applicable to the Card.
4. **eBanking and Third Party Providers**
  - 4.1 You can access the Account online using eBanking.

- 4.2 Where You are registered for eBanking, You can access the Account using the services of a TPP as follows:
  - (i) You can use a TPP which provides Account Information Services; and/or
  - (ii) You can use a TPP which provides Payment Initiation Services.

**ChequeMaster Account**

1. The Account is no longer available to new customers.
2. You may apply for a Debit Mastercard Card to be issued to You. Availability of the Card is subject to status. Use of the Card is subject to the Special Terms and Conditions applicable to the Card.
3. **eBanking and Third Party Providers**
  - 3.1 You can access the Account online using eBanking.
  - 3.2 Where You are registered for eBanking, You can access the Account using the services of a TPP as follows:
    - (i) You can use a TPP which provides Account Information Services; and/or
    - (ii) You can use a TPP which provides Payment Initiation Services.

**Current Account Plus**

1. The Account is no longer available to new customers.
2. You may apply for a Debit Mastercard Card to be issued to You. Availability of the Card is subject to status. Use of the Card is subject to the Special Terms and Conditions applicable to the Card.

**3. eBanking and Third Party Providers**

- 3.1 You can access the Account online using eBanking.
- 3.2 Where You are registered for eBanking, You can access the Account using the services of a TPP as follows:
  - (i) You can use a TPP which provides Account Information Services; and/or
  - (ii) You can use a TPP which provides Payment Initiation Services.

**CashMaster Account**

1. The Account is no longer available to new customers.
2. No cheque book facility is available on the CashMaster Account. Clause 10 of the General Terms and Conditions - Personal Accounts is not applicable to the CashMaster Account.
3. You may apply for a Debit Mastercard Debit Card to be issued to You. Availability of the Card is subject to age and status. Use of the Card is subject to the Special Terms and Conditions applicable to the Card.
4. **eBanking and Third Party Providers**
  - 4.1 You can access the Account online using eBanking.
  - 4.2 Where You are registered for eBanking, You can access the Account using the services of a TPP as follows:
    - (i) You can use a TPP which provides Account Information Services; and/or
    - (ii) You can use a TPP which provides Payment Initiation Services.

## Section 12

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

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

#### SaverPlus Account

1. The account is no longer available to new customers.
2. A minimum balance of £1 (one pound sterling) is required to be maintained on Your SaverPlus Account at all times. There is no maximum limit to the amount of funds You can invest.
3. If You are aged 11 years old or more You may apply for a Debit Mastercard Card to be issued to You. Availability of the Card is subject to age and status. Use of the Card is subject to the Special Terms and Conditions applicable to the Card.
4. **Interest**  
Credit Interest is payable as set out in Our 'Interest rates' leaflet. You can compare Our savings accounts on Our Website or by requesting information from Your Branch.

5. You may operate the Account using the Bank's 24 Hour Telephone Banking and/or eBanking services, subject to the Special Terms and Conditions of those services. Details are available on request. Not all of the facilities offered through Our 24 Hour Telephone Banking and eBanking services are applicable to savings accounts. Both services are also subject to periods of routine maintenance.
6. **Using the Services of a Third Party Provider to access the Account**  
The Account is accessible online. Where You are registered for eBanking, You can access the Account using the services of a TPP as follows:
  - (i) You can use a TPP which provides Account Information Services; and/or
  - (ii) You can use a TPP which provides Payment Initiation Services.

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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Registered Office:

Donegall Square West  
Belfast BT1 6JS

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