

# GENERAL TERMS AND CONDITIONS for all products and services

(Please note th

in the Republic of Ireland as Danske Bank (the **Bank**) unless otherwise indicated)

## Definitions

In these General Terms and Conditions and in the Special Terms and Conditions (except as otherwise provided) the following terms bear the following meanings;

**Account** means, unless otherwise indicated, any account of any nature opened by you with us for the receipt and payment of money; **Agreement** means the agreement between you and us governing your dealings with us and includes the Terms and Conditions (as altered from time to time) and any application form and/or customer agreement that you have signed as part of your dealings with us; **Arrangement** means any account and/or product and/or service and/or Package of any nature opened or operated by you with us or otherwise offered by us;

**ATM** means an automated teller machine operated by the Bank or by a third party; **Bank** means Danske Bank A/S trading in the Republic of Ireland as Danske Bank; **Business Day** means any day (excluding Saturdays, Sundays and public holidays) on which banks generally are opened for the transaction of banking business in Ireland;

**Brochures** means the "Clear & Simple - Personal fees & charges explained" brochure, the "International Products and Services" brochure

and the "How we use personal information" brochure provided to you and "Brochure" means any of these;

**Central Bank** means the Central Bank of Ireland;

**Clause** means a clause of these General Terms and Conditions;

**Collection** means the collection of a Direct Debit from the Payee's account by the Payer's payment service provider;

**Credit Transfer / Standing Order** means a payment service comprising either a single payment transaction / series of payment transactions where monies from the Account are credited to the payment account of a payee / beneficiary / creditor by the Bank based on an instruction given by You and which includes SEPA Credit Transfer;

**Direct Banking means our Direct Banking services as defined in the Special Terms and Conditions for Direct Banking;**

**Direct Debit** or SEPA Core Direct Debit / SEPA Direct Debit means a payment service for debiting your Account (where such a service is permitted on your Account) where the

transaction is initiated by the Creditor / beneficiary on the basis of a consent provided by you, and involves the collection of monies from your Account with the Bank for payment to the beneficiary account; **eBanking Service** means eBanking as defined in the Special Terms and Conditions for Direct Banking;

**EEA** means the European Economic Area;

**Euro Zone** means those countries within the European Union that operate with euro as their principal currency;

**Euro Zone Bank** means any bank located in the Euro Zone;

**General Terms and Conditions** means the terms and conditions contained in this booklet under the heading 'Part I - General Terms and Conditions';

**Head Office Address** means Danske Bank A/S, 7th Floor, The Shipping Office, 20-26 Sir John Rogerson's Quay, Dublin 2, D02 Y049;

**Ireland** means the state of Ireland, and excludes Northern Ireland;

**Mandate** means any documentation completed by you in the Customer Agreement and which will usually be in order to give a person access to an account, product or benefit forming part of an Arrangement or which otherwise governs such access;

**Nominated User** means a Nominated User as defined in any of the Special Terms and Conditions; **Package** means the Package of an account and certain other banking services and/or products for Personal Customers selected by you and referred to in the Agreement;

**Payee / Creditor / Beneficiary** means the holder of the account to which a payment is made; **Payer / Debtor** means the holder of the account from which a payment is made;

**Payment Instrument** means any personalised device and/or set of procedures for personalised

access to a payment channel which you can use to make a payment from your Account; **Payment Order** means any request, order or instruction that we receive, directly from you or indirectly through a payee, which authorises us to make a payment from your Account;

**Payment Services** are services which allow **PIN** means a personal identification number for any card or device issued to you by us and any

**SEPA Credit Transfer Scheme** means the

replacement PIN which you have selected; common set of rules, practices and standards for

**Post Office** means a branch of An Post which the provision and operation of a SEPA Credit

accepts cash only lodgements or cash and cheque Transfer developed by the European Payments

lodgements to an Account; Council, details of which are contained in the SEPA

**Processing Cut-off Time** means the relevant cut-Credit Transfer Scheme Rulebook and are

off time specified in the Brochures; available at [www.europeanpaymentscouncil.eu](http://www.europeanpaymentscouncil.eu)

**Regulations** means the European Communities **SEPA Credit Transfer Scheme Rulebook** means

(Payment Services) Regulations 2009; the SEPA Credit Transfer Scheme Rulebook

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customers to place, transfer or withdraw cash on Accounts (other than by cheque); related services which provide for the operation of those Accounts; the execution of payment transactions; the issuing or acquiring of Payment Instruments; or money remittance services;

**Payment Service Provider** means any bank or institution which processes and facilitates payments on an account for a person;

**Personal Customer** means an individual acting outside their business, trade or profession;

published by the European Payments Council as amended and supplemented from time to time;

**SEPA Core Direct Debit Scheme** means the common set of rules, practices and standards for the provision and operation of a SEPA Core Direct Debit developed by the European Payments Council details of which are contained in the SEPA Direct Debit Core Scheme Rulebook and which are available at [www.europeanpaymentscouncil.eu](http://www.europeanpaymentscouncil.eu);

**SEPA Credit Transfer** is a credit transfer in Euro

Danske Bank A/S (trading as Danske Bank) is authorised by The Danish FSA in Denmark and is regulated by the Central Bank of Ireland for conduct of business rules. Danske Bank A/S is a plc registered in Copenhagen, CVR-no. 61 126228, at the Danish DCCA. Registered branch in Ireland Company No. 905623 with office at 7th Floor, The Shipping Office, 20-26 Sir John Rogerson's Quay, Dublin 2, D02 Y049. Registered office in Denmark: Bernstorffsgade 40, 1577, Copenhagen V, Denmark. Details of all Danske Bank A/S directors can be viewed at its registered offices

**SEPA means** Single Euro Payment Area. SEPA comprises the countries listed in the official European Payments Council's list of SEPA countries as published by the EPC from time to time on their website [www.europeanpaymentscouncil.eu](http://www.europeanpaymentscouncil.eu) and which is also available on our website [www.danskebank.ie](http://www.danskebank.ie)

**SEPA Core Direct Debit** means a Direct Debit processed in accordance with the SEPA Direct Debit Scheme;

**SEPA Core Direct Debit Scheme Rulebook** means the SEPA Core Direct Debit Scheme Rulebook

published by the European Payments Council as amended and supplemented from time to time;

**SEPA Mandate** means the document setting out the agreement to effect a SEPA Direct Debit between you and the beneficiary / Creditor, the original of which is held by that beneficiary / Creditor;

**SEPA Scheme** means the relevant SEPA Scheme as applies to a payment service or Payment Order;

**Special Terms and Conditions** means the various special terms and conditions contained in this booklet under the heading 'Part 2 - Special Terms

**Terms and Conditions** means the General Terms and Conditions, the Special Terms and Conditions and the Brochures;

**Unique Identifier** means the unique information used to identify the Payee or Payer, the Payee or Payer account and the Payment Service Provider where that account is held and which you will be required to provide in such form as we (or where it relates to a Direct Debit a third party) may from time to time specify or require where you wish to effect a Payment Order;

**You or Accountholder** means the customer or customers who has or have entered into the Agreement and you shall be construed accordingly. Where you/the Accountholder comprises more than one person, the Terms and Conditions will apply to such persons jointly and severally so that all such persons are liable together and also individually for their obligations to us;

**We, us or our** means the Bank; and **Website** means our website which is currently at [www.danskebank.ie](http://www.danskebank.ie).

### Complaints

The Bank is committed to providing a high

and Conditions', each set of special terms and conditions being preceded by a heading indicating which aspect of an Arrangement such set of special terms and conditions relates to, and each such set of special terms and conditions being intended to apply in tandem with the General Terms and Conditions;

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standard of customer service. However, if you are not satisfied with any aspect of our service, internal complaint handling procedures are in place to deal with your concerns effectively. If you wish to register your complaint, please follow the steps below, providing as much relevant information as possible, including your account details, the business area involved, a summary of your complaint and any actions already taken to address the issue .

**Step 1:** Please refer your complaint to the Danske Bank Complaints Team at the following address: Danske Bank A/S, 7th Floor, The Shipping Office, 20-26 Sir John Rogerson's Quay, Dublin 2, D02 Y049. Your complaint will be acknowledged in writing within five business days of receipt. We will also advise you who is dealing with your complaint and when we expect to resolve the complaint. Some complaints are quite complex and may take a little time to resolve. You will, however, be kept fully informed. Once your complaint has been fully investigated, a

final response letter will be issued from the Danske Bank Complaints Team. This letter will confirm the outcome of the final investigation.

**Step 2:** Our aim is always to resolve complaints to a customer's satisfaction. In the unlikely event of the matter not being resolved to your satisfaction, you may complain to the Financial Services and Pensions Ombudsman. Correspondence should be addressed to: Financial Services and Pensions Ombudsman, 3rd Floor, Lincoln House, Lincoln Place, Dublin 2

Tel. (01) 567 7000, E-mail: [info@fspo.ie](mailto:info@fspo.ie).

### 3. Right of cancellation

3.1 If any Arrangement of any nature has been opened with us by distance means not involving face to face contact, then under the European Communities (Distance Marketing of Consumer Financial Services) Regulations 2004 (as amended), if you are not satisfied about your choice of such Arrangement, you may withdraw within fourteen days from (a) the day of the conclusion of the contract being the date on which

such Arrangement commences, or (b) the day you receive the Terms and Conditions, whichever of (a) and (b) is later.

3.2 You may exercise the above right of withdrawal by sending written notification to our Head Office Address. Your right to withdraw will lapse when the 14-day period referred to expires, in which event you will be bound by the Agreement between us. However, you will remain entitled to terminate the Agreement in accordance with the Terms and Conditions.

3.3 If you exercise this right in relation to any account which is in credit, we will give you all your money back with any interest due to you within thirty days of the date you cancel, less any charge we are entitled to make for any service we have provided and less any set off to which we may be entitled for any debit balance due by you.

3.4 Where you have incurred any debit balance in relation to an Arrangement, including any overdraft or other Account balance, and/or any debit interest and/or any charges, then if you choose to cancel that Arrangement, you will have to pay us within thirty days of the date you cancel any such outstanding amount incurred. This amount will include any further debit

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interest which continues to accrue in accordance with the Terms and Conditions during the period until full repayment is made. Details of the debit interest rate are available from our website. All charges relating to an Arrangement are set out in the "Clear & Simple - Personal fees and charges explained" brochure and are also available from our website.

#### 4. Termination

4.1 You may terminate the Agreement between us and you at any time by giving us one month's written notice in accordance with Clause 10 of these General Terms and Conditions. We may terminate the Agreement between us and you at any time by giving you at least two months' written notice or such other notice period as we may be required to give or permitted to give

under applicable laws, regulations and regulatory requirements.

4.2 We may also, subject to our obligations under all applicable laws, regulations and regulatory requirements, suspend transactions on an Account immediately pending termination of the

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Agreement pursuant to Clause 4.1 above where there is a justifiable, financial or legal reason to do so. Without limiting the above, the following are examples : if (a) you or a Nominated User act, or are suspected of acting fraudulently or with negligence; (b) you or a Nominated User act in an abusive or threatening manner towards our staff; (c) we suspect there is a threat to the security of our systems; (d) you or a Nominated User significantly breach, or threaten to significantly breach the Terms and Conditions; or (e) you become bankrupt, or make or propose a voluntary arrangement with any of your creditors.

4.3 On notification from us of a variation pursuant to Clause 6, you may elect to terminate the

Agreement without charge before the application of the changes but the termination of the Agreement will not absolve you from discharging existing obligations to us at the time of termination.

4.4 The termination of the Agreement by any means will [subject to the terms and conditions of each Arrangement] cause the termination of the related Arrangement.

4.5 Where an Arrangement includes joint accounts, any cancellation or termination by the other accountholder(s) of their agreement with us will cause termination of the Agreement.

4.6 If you choose to terminate an Agreement which has been in place for over twelve months, termination will be free unless otherwise specified in the

Terms and Conditions pertaining to that product. In all other such cases, we may

charge you provided our charges are appropriate and in line with our costs.

4.7 Any termination of the Agreement by whatever means is without prejudice to liabilities accrued prior to such termination, provided that recurring charges payable in connection with Payment Services shall be payable proportionately up to termination and if paid in advance shall be reimbursed proportionately.

#### 5. Fees and Charges

5.1 You agree to pay the fees and charges applicable to any Arrangement selected by you as set out from

time to time in the Brochures which we have provided to you and additional copies of which are available on our website. The fees and charges will be debited to an account notified by you in writing or, if you do not notify us, an account chosen by us. There may be other taxes and costs which are not paid through us or imposed by us, e.g. you may have liability to a higher tax rate, subject to your individual circumstances.

5.2 If an Arrangement is provided to you by us at a discounted rate as a result of other arrangements between you and/or a third party with us, we reserve our right to levy the standard fees and charges applicable to such Arrangement upon termination of such other arrangements by whatever means.

## 6. Variation

6.1 We may at any time, for any reason set in Clause 6.5 below: (a) add to the number of products and

benefits which we offer to you; (b) remove or change or impose restrictions on the number of and/or nature of products and benefits which we offer to you; (c) introduce a fee or charge applicable to an Arrangement and/or products and benefits comprised in that Arrangement from time to time and/or vary the amount, frequency or time for payment of such fees or charges; (d) make any change to the Agreement; (e) make any change to a Mandate; (f) vary the interest rate or exchange rate applicable to a product or service; (g) without prejudice to the foregoing, in the case of our Direct Banking services add to, remove,

change or impose restrictions on their functionality; or (h) vary our Terms and Conditions.

6.2 We may introduce additional products and benefits in accordance with Clause 6.1 (a) without notice to you.

6.3 If we vary a rate in accordance with Clause 6.1 (f) and:

- (i) the change to the interest rate or exchange rate is beneficial to you, then the change will be effective without prior notice to you; or
- (ii) the change is due to a change in an agreed reference rate which we have advised you is tracked by the interest rate or exchange rate, then the change will be effective without notice to you however after any such change to an interest rate, we will inform you of the change at the earliest opportunity in writing, by advertisement in the press, by our website, by email or any other reasonable means we may select.

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- 6.4 Save as set out in Clauses 6.2 and 6.3, we will always give you notice in accordance with all applicable laws, regulations and regulatory requirements before making a change described in Clause 6.1 and any changes will be effective on the expiry of the notice period. If you (or, if appropriate, any Nominated User), do not notify us within the notice period and continue to use our services after notification of any of the changes set out in Clause 6.1, it means that you (and, where appropriate, such Nominated User) will be deemed to have agreed to the change. Any notice we provide of proposed changes in accordance with this clause may, if stated in the notice, serve as notice of termination to you in accordance with Clause 4.1 if you notify us within that period that you do not accept the proposed changes.
- 6.5 The changes referred to in Clause 6.1 above will be made for one of the following reasons: (a) by agreement with you; (b) to reflect the introduction or development of new systems, methods of operation, services or facilities; (c) to maintain or improve operating conditions or service levels; (d) to reflect a change or an expected change in market conditions, general banking practice or the cost to us of providing services to our customers; (e) to conform with or anticipate any changes in the law or taxation, or codes of practice or recommendations of the Central Bank; (f) to ensure our business is run prudently and remains competitive; (g) to take account of a ruling by a court, ombudsman, regulator or similar body; (h) to

make the Agreement fairer or clearer for you; (i) to enable us to harmonise our banking, interest (debit or credit) or other charging arrangements; (j) to rectify any mistake that might be discovered in due course; (k) to add to, remove, change or impose restrictions on the functionality of our

Direct Banking services; (l) to amend/update our Website from time to time (this may mean that at 9. any one time a stored or retained copy of any of the 9.1 pages or the Terms and Conditions may be out of date); (m) to withdraw our Direct Banking services, (and in such instance, you and any Nominated User are deemed to acknowledge that we are not liable for any loss suffered as a result of such withdrawal); or (n) for any other valid reason.

**7. Disputes and Jurisdiction** The Agreement is governed by and construed in accordance with the laws of Ireland and all disputes 9.2

arising out of or relating to the Agreement that cannot be settled to the parties' satisfaction shall be subject to the non-exclusive jurisdiction of the courts of Ireland. The parties waive any objection to proceedings in such courts on the grounds of venue or on the grounds that proceedings have been brought in an inappropriate forum.

**8. Personal Information**

We have brought to your attention the rights which 10. exist under Ireland's data protection legislation in the applicable Brochure provided to you setting out how we use your (and, if

appropriate, a Nominated User) personal information. You (and, if appropriate, a Nominated User) have consented to and authorised our use of personal information as outlined by signing such Brochure.

**Assignment and Sub-contracting**

Neither you (nor, where appropriate, any Nominated User) may assign, sub-licence, transfer or otherwise dispose of any of your rights or subcontract, transfer or otherwise dispose of any of your obligations under the Agreement without our prior written consent. We may subcontract our rights or obligations under the Agreement to our subcontractors and any subcontracting shall not affect our responsibilities and liabilities under the Agreement.

We may, subject to prior notification to you, assign, transfer or otherwise dispose of all or any of our rights or obligations under the Agreement and we may disclose to any potential assignee, donee or subcontractor, as appropriate, such information regarding you and your affairs as we may see fit. Save as otherwise provided herein, your rights under the Agreement (or any part of it) and your legal rights will not be affected.

**Notices**

Notices and other communications in connection with the Agreement should be given in writing unless: (a) otherwise specified in the Agreement; or (b) we otherwise determine. Save as otherwise provided, such notices/communications may be

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given to us in writing to our Head Office Address, provided that any notice given by you to us is deemed to be received on the date of actual receipt by us and take effect from 5pm on the Business Day following such date. For security reasons, notices may only be given electronically if you use the electronic messaging facility which is part of our eBanking service.

### 11. General

- 11.1 If any provision of the Agreement is held 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 provision.
- 11.2 No party to the Agreement shall be under any liability or otherwise be in breach of its obligations under the Agreement in respect of anything arising by reason of force majeure. Without prejudice to the generality of the foregoing, we will not be responsible for any loss, which you suffer as a result of any machinery failure, industrial dispute, failure of electric power, or other causes beyond our control or that of our agents or subcontractors.
- 11.3 Failure or delay by either party in enforcing any term of the Agreement shall not constitute a waiver of such term.

11.4 An Arrangement may from time to time provide an opportunity for you to apply for certain other of our products or services. You must apply separately for any such other product or service

and any such application will be subject to status and to our further agreement to supply the product or service to you on the applicable terms and conditions.

11.5 Where there are two or more of you, your legal liability under the Agreement will be joint and several. This means that you are liable together and each of you is also liable individually for your obligations to us including payment of any sum due. If a joint Accountholder dies, any credit balance will be held in the name of the surviving Accountholder(s), unless all the Accountholder(s) instructed in writing (before the death) that this was not to be the case. If we received such instructions then the Account must be operated on the joint instructions of the surviving Accountholder(s) and the personal representative(s) of the deceased Accountholder.

11.6 Any services or benefits we have given to you as Accountholder, customer or otherwise and which do not form part of the Agreement may be withdrawn at any time without notice, subject to our obligations under all applicable laws, regulations and regulatory requirements.

11.7 You must inform us of any change of name, address or email address (if this is how we communicate with you) as soon as reasonably practicable by written notice. Until you do so all correspondence will be sent to the last address you gave us.

11.8 The use of any card issued in connection with an Account is subject to its terms and conditions of use.

11.9 We may vary banking hours, the day of opening, banking practices and similar matters by giving you at least one month's notice by writing to you or by general notice in the national press, subject to our obligations under all applicable laws, regulations and regulatory requirements. If the variation is significant, in our reasonable opinion, it will be advised to you by notice in writing.

11.10 If we plan to close or move a Danske Bank advisory centre, we will tell you at least two months notice beforehand. We will tell you how we will continue to provide banking services to you.

11.11 The Agreement is written and available only in English and all communications between us and you including any information or notifications under the Terms and Conditions will be in English.

11.12 By agreeing to the Terms and Conditions you confirm to us that the money in any Account is and will remain yours at all times. We may ask you at any time to confirm in writing that money in your Account belongs to you.



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11.13 An Account may be included in a group of accounts on which debit and credit balances are offset for interest calculation purposes as part of an offset

11.14 You must review any Account on a regular basis and inform us as soon as reasonably practicable if mortgage arrangement. However, this will not apply unless we confirm it formally in writing.

you find that it includes an item which seems to be wrong.

11.15 In addition to any other right of set off we may

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have, we may set off any credit balance on any Account (if you are an Accountholder), whether or not matured, against any obligation, incurred by you to us, regardless of the place of payment or currency of it.

11.16 In the Agreement: any reference to a statute or statutory measure includes any statute or statutory provision which amends, extends, consolidates, re-enacts or replaces same (or which is amended, extended, consolidated, re-enacted or replaced by it) and includes orders, regulations, or other subordinate legislation made under it; clause headings are inserted for convenience only and shall not be used in the construction of the Agreement; words importing the singular include the plural (and vice versa); and words importing a gender shall include each gender.

11.17 If we pay money into or out of your Account by mistake, you agree to let us reverse the payment and to correct the entries in your Account. If we do this, we do not have to contact you to inform you in advance. 11.18 We reserve the right not to open an Account.

## 12. Direct Banking

If you are an Accountholder, you must operate your Account using our Direct Banking services which include eBanking, Mobile and Tablet

Banking and Customer Support. These services allow you to access your account(s) by using the internet, a smartphone, a tablet or by telephone at a time that suits you best. It is an easy, quick and inexpensive way to carry out transactions on your account(s). You can permit someone else to carry out transactions on your account if required. Before you can use these services you have to agree with us that you will authorise Direct Banking transactions by Access ID. Access ID is your gateway to Direct Banking and provides security so no one else can access your information. Direct Banking services are subject to periods of routine maintenance. We may register you for Direct Banking and if we do so we will contact you.

## 13. Telephone Calls

We may record or monitor telephone calls in order to ensure security for our customers and our staff and help to maintain service quality and we will advise the caller that we are so recording or monitoring when doing so. Any helpline or other telephone service which the Bank may provide from time to time may be subject to periods of interruption for routine maintenance.

## 14. Payment Services Directive

14.1 Customers of the Bank are covered under the Regulations which implement the Payment Services Directive in Ireland from 1 November 2009. The Payment Services Directive is designed to guarantee fair and open access to payment markets and increase consumer protection by providing consumers with additional information on Payment Services.

14.2 The main characteristics of the Payment Services that we provide to you are covered by the Agreement. The Agreement is also, for the purposes of the Regulations, known as your framework contract.

14.3 At any time during your relationship with us you may request a copy of the Agreement.

15. **Payments to and from your account** The following provisions apply in respect of payments (other than payments by cheque) where either (a) we are the only Payment Service Provider involved or (b) the Payment Service Provider of the Accountholder's counterparty is also located in a member state in the EEA, and the payment is in euro or in the currency of a member state of the EEA outside the Euro Zone.

15.1 Payments by Credit Transfer, Standing Order or Direct Debit in Euro to an Account in SEPA will be

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made in accordance with the relevant SEPA Scheme.

- 15.2 These Terms and Conditions and where applicable, Special Terms and Conditions and the relevant Payment Order set out, how you can use the relevant products or services and how a Payment Order can be made or how you can consent to the execution of, a payment transaction on your Account.
- 15.3 Where information or a Unique Identifier must be given by you so that a Payment Order can be properly executed on the Account, details of the required information is contained in the relevant Special Terms and Conditions and in the Payment Order instruction.
- 15.4 Revocation of a Payment Order is permitted in the

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following circumstances. Standing Order

- 15.7 We will execute Payment Orders received directly
- (a) in the case of a Direct Debit, by from you within one Business Day of receipt (save contacting the Creditor with whom you in respect of payments made between accounts in have agreed the terms of the SEPA different EEA Member States where such Mandate to give notice of the revocation payments do not involve euro, in which case the of your consent and / or cancellation of maximum execution time will be two Business the Direct Debit. You must inform us of Days). The one Business Day period will be the revocation as soon as possible and extended by an additional Business Day in the case at least the Business Day before the of paper initiated transactions. funds are scheduled to be debited from 15.8 We reserve the right to refuse to execute Payment your Account if you would like us to block Orders that (a) are not given to us in accordance the payment of a Direct Debit until such with the Agreement or (b) that we reasonably time as you have effected the determine that we are unable to process them. If cancellation; and we do decide to refuse to execute a Payment Order.
- (b) in the case of a Credit Transfer or a we will make notification of this available to you as Standing Order, by notifying us as soon soon as possible by telephone, by post, by fax, as possible and at least the Business electronic mailbox or other such reasonable Day before the funds are due to be means we may choose, where possible the reasons debited from your Account. for our decision and where possible how this can be 15.5 If we receive a Payment Order from you either on a resolved.

Business Day after the Processing Cut-Off Time or 15.9 You agree that we may deduct our charges from any on a day which is not a Business Day it will not be amounts being credited to you before we credit deemed as received and not processed by us until those amounts to the Account in question. If we do the next Business Day. so, your statement and the advices which we send

- 15.6 If you issue a Payment Order and we execute it in you will contain information which indicates the full accordance with your instructions, where those amount of the payment and the amount of the instructions contain an incorrect Unique Identifier, charges.
- we shall not be liable for non-execution or defective 15.10 Where Direct Debits can be paid from the Account, execution of the Payment Order. However we will we confirm that, we will process Direct Debit make reasonable efforts to recover the amounts Collection instructions received on your behalf in involved and may charge you for that. accordance with the most up-to-date version of the SEPA Core Direct Debit Scheme Rulebook (as amended from time to time). Further

details on the SEPA Core Direct Debit Scheme are available on our Website [www.danskebank.ie](http://www.danskebank.ie) or from [www.europeanpaymentscouncil.eu](http://www.europeanpaymentscouncil.eu).

- 15.11 Where we have agreed to set up a Standing Order on an Account for the purposes of crediting a loan Account with the Bank (i.e. for the purposes of transferring money to that loan Account in repayment of all or part of a loan advanced to you by the Bank, and/or in payment of any interest in respect thereof), and if we are, when the amount of such a Standing Order is to be debited to the relevant Account, unable to process that Standing Order (for reasons which may include there not being sufficient funds in the Account on which the Standing Order is set up), we will notify you in writing that the payment could not be processed, but we reserve the right, in our sole discretion, to continue to try to process the Standing Order payment for a further four Business Days.
- 15.12 If we are advised or become aware of a change to beneficiary account details named in a Standing Order we will, where permitted to do so, make these changes to the Standing Order instruction and you consent to us making these changes without notifying you in advance.
- 15.13 1st May is a European payment holiday on which no euro payments are processed by the European Banking Authority including payments within SEPA.. Payment Orders to or from your Account which are to be effected on 30 April or 1 May will

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be credited to the beneficiary 1 Business Day later than what is normally the case.

15.14 If we receive a payment into your account on a day other than a Business Day, you will see the funds

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in your account that day with an interest value of and regulatory requirements) use of a Payment the next Business Day. However, debit interest and Instrument by you (or a Nominated User) for surcharge interest (where the withdrawal of these objectively justified reasons related to the security funds on a day other than a Business Day results in of the Payment Instrument, the suspicion of an unauthorized overdraft) will be applied, even unauthorised or fraudulent use of the Payment though the balance on your account may appear to Instrument or, in the case of a Payment Instrument be in credit. with a credit facility, a significantly increased risk

15.15 Where the SEPA Core Direct Debit Scheme is that you may be unable to fulfil your liability to pay. If available on the Account, you may instruct us in we do decide to block your Payment Instrument, writing:- unless prohibited by law, regulation or regulatory

- (a) to refuse a Collection in respect of a Direct requirement, we shall notify you of this, where Debit; possible, before the Payment Instrument is blocked
- (b) to block all Direct Debits from the Account, and at the latest immediately after, by any or reasonable means we may select. We will unblock
- (c) specifying Payees in respect of whom SEPA your Payment Instrument if the reasons for Direct Debits may / may not be set up on the blocking cease to exist. If you wish to apply for Account. unblocking of your Payment Instrument please contact us.

**16. Payment Instruments** 16.5 You must keep any Payment Instrument that we

16.1 In connection with our Payment Services, we may provide to you in connection with the Arrangement provide you with one or more Payment safe in accordance with any terms and conditions Instruments. from time to time stated to apply to the Payment

16.2 If you want to agree on a spending limit for use of Instrument. On becoming aware of the loss, theft, any Payment Instrument you should contact us and misappropriation or unauthorised use of the we may arrange this for you. Payment Instrument, you must notify us in

16.3 We may also impose a spending limit on a Payment accordance with any terms and conditions from Instrument by notice to you in accordance with this time to time stated to apply to the Payment Agreement and your continued use of that Payment Instrument.

Instrument will be deemed to constitute your Agreement to such limit. **17. Unauthorised payments**

16.4 We reserve the right to block (subject to our If you are an Accountholder, the following obligations under all applicable laws, regulations provisions apply in respect of payments (other than

payments by cheque) where either: (a) we

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are the only Payment Service Provider involved or (b) the Payment Service Provider of the Accountholder's counterparty is also located in a member state in the EEA, and the payment is in euro or in the currency or a member state of the EEA outside of the Euro Zone.

- (i) If you become aware of an unauthorised payment(s) on one of your Accounts covered by the Terms and Conditions you must telephone us immediately and, in any event, not later than thirteen months after the date that such unauthorised payment was debited from your Account. Your telephone call must be confirmed in writing within seven days.
- (ii) If we determine, after reasonable investigation by us, that you have no liability or have limited liability

for the unauthorised payment(s) in accordance with Clauses 17 (iii), (iv) and (v) below, we will promptly refund the full/proportionate amount of the unauthorised payment(s) to you and, where applicable, restore your Account to the condition that it would have been in had the unauthorised payment(s) not taken place.

- (iii) You will be liable for the amount of the unauthorised payment(s) up to a maximum of €75 if the unauthorised payment(s) resulted from the theft, loss or misappropriation or misuse of a Payment Instrument as applicable as a result of a failure by you or a

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- (iv) You will be liable for the full amount of the unauthorised payment(s) if the unauthorised payment(s) resulted from fraudulent behaviour by you or a Nominated User or if you, or a Nominated User, failed intentionally or by acting with a gross lack of reasonable care, to keep your Payment Instrument safe and secure in accordance with the Agreement.

- (v) If you notify us in accordance with Clause 16.5 above, you will not be liable for the amount of any unauthorised payment(s) which occur after the notification to us provided that there has not been any fraudulent behaviour by you or the Nominated User.

**18. Incorrect payments from your Account** If you are an Accountholder, the following provisions apply in respect of payments (other than payments by cheque) from your account where

either (a) we are the only Payment Service Provider involved or (b) the Payment Service Provider of the Accountholder's counterparty is also located in a member state in the EEA, and the payment is in euro or in the currency of a member state of the EEA outside of the Euro Zone.

- (i) If you become aware of an incorrect payment or error on one of your Accounts covered by the Terms and Conditions you must telephone us immediately and, in any event, no later than thirteen months after the date of that payment. Your telephone call must be confirmed in writing within seven days to Danske Bank A/S, 7th Floor, The Shipping Office, 20-26 Sir John Rogerson's Quay, Dublin 2, D02 Y049
- (ii) If we determine after reasonable investigation by us that we are liable for the incorrect payment(s) or error in accordance with Clause 18 (iii) and (iv), we shall without undue delay refund the amount of the payment to you and where applicable restore

S trading

Nominated User to keep your Payment Instrument safe and secure in accordance with the Agreement.

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your Account to the condition that it would have been in if the payment in question had not taken place. Regardless of our liability, if you initiated the Payment Order, we will at your request make immediate efforts to trace the transaction and notify you of the outcome.

- (iii) If you initiate a Payment Order from your Account, we will be liable for its correct execution unless we can prove to you, and where relevant the payee's Payment Service Provider, that the payee's Payment Service Provider received the amount of the Payment Order in which case the payee's Payment Service Provider will be liable.
- (iv) If a payee initiates a Payment Order from your Account, we will not be liable for its correct execution unless the payee's Payment Service Provider correctly transmitted the Payment Order to us.

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## 19. Refunds

(i) Where a payment from your Account is in respect of a SEPA Core Direct Debit, you are entitled to instruct us to seek a refund in respect

of that payment for up to a 8 weeks from the date on which your Account has been debited. Such instruction must be received within 8 weeks of the date on which the Account has been debited and notice of your instruction should be given to Danske Bank A/S, Non-Core Operations, 7th Floor, The Shipping Office, 20-26 Sir John Rogerson's Quay, Dublin 2, D02 Y049. If you are an

Accountholder, the following provisions apply in respect of payments (other than payments by cheque) where either (a) we are the only Payment Service Provider involved or (b) the Payment Service Provider of the Accountholder's counterparty is also located in a member state in the EEA, and the payment is in euro or in the currency for a member state of the EEA outside of the Euro Zone.

(i) You will be entitled to a refund from us of an authorised payment which has been initiated by a payee (i.e. a Direct Debit) if (a) the authorisation did not specify the exact

amount of the payment when you made it and (b) the amount of the payment exceeded the amount that you could reasonably have expected taking into account your previous spending patterns, the conditions of your Agreement and other relevant circumstances. We may request that you provide us with all relevant factual information.

(ii) If you are entitled to make such a refund request, you have eight weeks to do so from the date that the funds were debited. Within ten Business Days of receiving a request of (iii)

this nature from you, we will either refund the full amount of the payment or justify our refusal to do so.

You cannot rely on currency exchange reasons for a refund claim if the currency exchange that took place in respect of the transaction in question was based on the reference exchange rate that we specified to you in accordance with the terms of your Agreement.

(iv) You will not have such a right to a refund if you gave your consent to the payment directly to us and, where applicable, information on that payment was provided or made available to you at least four weeks in advance of the payment taking place by us or by the payee.

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**20. Cheques**

If you are an Accountholder, the following provisions apply in respect of cheques:

**(a) Payments from your Account**

- (i) Cheques issued by you on your Account will normally be received by us two or three Business Days after they are lodged at the recipient's bank. Such cheques will usually be processed on the day they are received by us. However, if your cheques are presented for payment through a Post Office, funds will be taken from your Account on the day they are received by us;
- (ii) Cheques will not normally be returned to you. Cheques issued by you, or copies of the

- (iv) must be confirmed in writing. We will then take the necessary action to comply with your instructions. There is normally a charge for this service; You are responsible for costs incurred due to incorrectly written cheques. You must exercise care when making out cheques and we will not be liable for any losses arising from alterations which cannot be detected readily. You must ensure that you write cheques carefully, in order to prevent alterations and forgeries; Cheques from your euro cheque book should be written in euro only and normally for use within Ireland. A cheque presented for
- (v)
- (vi)

must be lodged in accordance with the applicable process prescribed by us at the time, details of which are available on request or on our website. Any cheque lodged through a Post Office will not be deemed to be lodged to an Account until received by us, which should be the next Business Day after the cheque has been lodged through a Post Office subject to the cheque being lodged before the latest time of posting at the Post Office concerned. Cheques lodged through Post Offices on a non-Business day will be received by us 2 Business Days after presentation at a Post Office. Once received

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payment from outside of Ireland will take longer to process and may attract higher clearing charges;

- (vii) We must be advised as soon as possible if you realise your cheques have been lost or stolen or you think someone has issued one of your cheques without your authority;
- (viii) If you draw cheques, authorise or make payments without sufficient money available in the Account from which payment is to be made, allowing for any overdraft limit and for uncleared cheques and other effects, we may return the payments and make a charge for doing so.

**(b) Payments to your Account**

- (i) Customers can lodge a cheque in any currency to an Account through certain Post Offices. Details of An Post Offices which accept cheque lodgements are available on request and through our website. Any cheque lodged through a Post Office

- (ii) by us the cheques will be processed in the receipt by us. For interest calculation normal way as set out below purposes value will be given to you on the
- (ii) If you wish to pay into any Account a cheque Business Day after the day of receipt by us, made out to another person, the cheque but you will not be permitted to draw the

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should be signed on the back by the other amount of the cheque until after the fourth person. We may also require further details to Business Day after the day of receipt by us; confirm your right to the cheque before (vii) For cheques drawn on an Account outside of accepting it for credit to your Account and Ireland and / or cheques in non-EURO may decline to accept it. If, for example, the currencies) the clearing periods are longer: it cheque is crossed Account Payee or Not generally takes fifteen Business Days to Negotiable we may refuse to credit it to any collect the proceeds of euro cheques drawn account except that of the payee; on any other Euro Zone Bank, ten Business

(iii) We may request that cheques drawn on a Days to collect the proceeds of sterling bank outside of Ireland are sent for collection cheques or euro cheques drawn on a bank in of their value before crediting them to your the United Kingdom, and thirty Business Days account; for all other foreign cheques. However, these

(iv) If you enter on the lodgement slip the "clearing" periods can vary and on occasions incorrect total of the items being paid into could be longer. You may not be able to draw your Account, we will correct the error and against foreign cheques until the end of the credit the revised amount to your Account. relevant clearing period. For interest

We will advise you of the change; purposes value may be given to you earlier

(v) If you lodge a cheque drawn on us for the than the day the funds become available for credit of your Account it will be credited to you to draw. Sterling cheques drawn on the your Account and appear on your statement UK will be given value for interest purposes in on the day of receipt by us. For interest three business days after the date of receipt calculation purposes value will be given to you by us, while all other foreign cheques on the day of receipt by us, but you will not be negotiated will be given such value in six permitted to draw the amount of the cheque business days after the date of receipt;

until after the first Business Day after the day (viii) The reason for the delay in allowing you to of receipt by us; draw against a cheque is to allow time for the (vi) If you lodge a cheque drawn on any other bank cheque to be cleared and then for any in Ireland for the credit of your Account, it will cheques being returned unpaid [i.e.

be credited to your Account and appear on your statement on the day of

"bounced") to be received by us . During this time, the cheque is "uncleared" and money cannot be drawn against it unless we agree to allow this. If you withdraw against "uncleared" effects, you may have to pay interest (and if your Account goes overdrawn, additional fees) - even though the balance on your statement may appear to be in credit;

(ix) Any cheques which you have paid into your Account and which are subsequently returned unpaid will be debited to your Account and you will be advised accordingly. We treat cheques as cleared in the time periods as set out in sub-clauses (iv), (v) and (vi) above and allow withdrawals against them. However, sometimes they may be validly returned unpaid after that time. If your Account does not have overdraft facilities or is a Savings Account, and you have drawn against the value of a cheque which is then returned unpaid, this may create a debit balance on your Account. If this occurs, you must pay us sufficient money to clear this debit balance, as your Account may not be in debit. If a debit balance is created, we may transfer it to a suspense account, and may charge interest on it at the rate applicable to unauthorised overdrafts;

(x) When you present a non euro cheque, we accept it from you at the euro equivalent on the date it is received by us. However, it is given with recourse and if the item is



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returned unpaid by the bank on which it was drawn we reserve the right to debit the cheque amount, unforeseen costs and any interest from your Account. An unpaid cheque in a foreign currency will be debited from your Account at our selling rate on the date we debit it and you may be debited more or less than the initial credit to your Account;

(xi) If we accept a cheque from you (in accordance with the foregoing sub- paragraphs of this Clause 20(b)) to be lodged for credit of your Account, we do not undertake to you that the cheque is in order, or that you will receive payment of its value. It is accepted subject to later verification, by us and by any other bank to which it must be presented for payment. It may be returned unpaid to you;

### 21. Closure of Accounts

You may close an Account by giving us one month's notice. Any cheque books and/or cards issued in

you a longer notice term, or permitted by law or regulatory requirement to give you a shorter notice term. However, if we have reason to believe that you or someone else is using your Account illegally (including fraudulently, or where all or part of the proof of address and identity you supplied did not comply with the law) we can close your Account immediately unless required by applicable law, regulation or regulatory requirement to notify you in advance. If we have reason to believe that you are not keeping to these Terms and Conditions, we can suspend any transactions on your Account during the period between notifying you that your Account will be closed, and the date of closure. Unless prohibited by law, we will inform you as soon as possible if we close your Account under this clause. If we close your Account, money can be taken out of your Account to cover any money owed including interest and charges. We will not be liable for any loss or damage you may incur as a result.

### Cash lodgements and withdrawals

21.1 connection with the Account must be returned to us and you must pay any amounts outstanding on your Account including interest and charges before the Account is finally closed. The closure may only take effect when any outstanding transactions are completed including any payments we may be obliged to make in respect thereof.

21.2 We may close an Account by giving you two months' written notice, unless we have agreed a longer notice term or unless we are required by law, regulation or regulatory requirement to give

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on the date of lodgement. If you pay cash into your Account by way of Bank Giro effected with a third party Payment Service Provider it will be credited to your Account on the date we receive the credit for it, provided it is received before the cut off time on that day. You can draw these funds on the day your Account is credited. For interest purposes, value will be given to you also on the day your account is credited.

### 23. Interest, DIRT and Exchange Rates

23.1 In the absence of any written agreement to the contrary with you, we will charge and pay interest on a particular account product at our published standard interest rate for that product. Unless otherwise stated in respect of a particular product, the standard interest rate for each product is

22.

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variable; the applicable rate on the day that you avail of a product is the standard interest rate as published on that day. Those standard interest rates are published on our Website, and by advertisement in the national press.

When you avail of a particular product from us, we may agree an individual interest rate for that product with you. That individual rate may be agreed on the basis of (a) a fixed margin above or below a reference interest rate, (b) be calculated on a variable basis or (c) be a fixed interest rate, in each case as set out in the agreement between you and us.

Changes to such standard interest rates, interest rates tied to reference interest rates or individually agreed rates will be dealt with in

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accordance with Clause 6.2 and 6.3 above. Further Rates of Exchange are displayed on our details are set out in the "Clear & Simple - Personal website

fees & charges explained" brochure. (b) our

foreign currency exchange rates are

23.2 Credit interest, if applicable, will be calculated on a calculated each morning based on mid- daily basis and, unless otherwise stated, will be market rates with a fixed percentage margin. credited to your Account quarterly in arrears. The actual rate of exchange for a transaction Credit interest will normally be paid after deduction will be given on your receipt. of Deposit Interest Retention Tax (DIRT), at the 23.4 We can alter these arrangements if required by any applicable published standard rate. However, if an change in law, regulation or regulatory requirement Accountholder or his/her spouse is aged 65 or or in the application or interpretation of any law, over, he/she may apply to have interest paid gross. regulation or regulatory requirement. The application must be made on the appropriate

Revenue Commissioners' form. Non- resident

## 24. Knowing you as our

### Customer

Accountholder(s) may apply to have the interest By law we cannot open or continue any Package, paid gross by completing a non-resident product or account for you without holding declaration. However, non-resident satisfactory proof of identity and address. Our staff Accountholder(s) must also open each Account can advise you of the types of proof of identity and with at least €10,000 and maintain a balance in of address which are considered legally acceptable. each Account in excess of €10,000 at all times, You must provide us with that proof. If we otherwise interest will be paid after deduction of reasonably decide at any time that all or part of the DIRT, regardless of whether we hold a non- resident proof you supply or supplied does not comply with declaration. the law, we may refuse to open any Package, 23.3 The Special Terms and Conditions for product or account and/or may close any Package, Laser/Maestro Debit Cards and the Special Terms product or account already opened. and Conditions for Danske Bank Credit Cards set out specific information relating to currency 25. Statutory Rights

conversions effected in relation to transactions on Nothing herein shall be read or construed as those cards. Separately, in relation to other excluding or restricting any liabilities imposed or currency conversions: rights conferred by the applicable laws, regulations

(a) where a transaction involves an exchange and regulatory requirements relating to the from one currency to another, the currency provision of credit to consumers or the

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Regulations exchange rate used will be that applicable at or any modification of them.

the time of processing. Our Foreign Currency

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the Account. The Principal Cardholder must pay within twentyeight days of the date of that  
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statement the minimum sum due as specified in shall prevail unless expressly stated otherwise.

that statement or any greater sum chosen. The minimum sum will be the outstanding balance **28.**

### **Emergency Cash**

shown on the statement if less than €6 or the 28.1 If a debit or ATM card issued by us on an Account is greater of €6 or 3% - 5% (depending on your card lost, stolen or ceases to function properly and all agreement) of the outstanding balance shown. Any other means of gaining access to cash in arrears and any amounts by which the balance emergency circumstances have been exhausted shown exceeds the credit limit must also be paid. you may request emergency cash using the Non-receipt of any statement must be advised Western Union® Quick Cash® Service. Emergency promptly and the

## **26. Statements**

26.1 Subject to Clause 26.3 below, if there have been any transactions on the Account, we will send you regular statements and, where applicable, regular advices on any charges. The statement will provide details to help you identify any payment you may have made or received. The advices will provide details of any amounts we will charge you for our services (including our Payment Services), and, where applicable, a breakdown of those amounts.

26.2 Statements will be sent to the mailing address you have given us, unless if applicable, you have asked to receive statements in the electronic mailbox facility in eBanking. If the Account is a joint Account you can ask for further statements to be sent to the other Accountholder(s) at other address(es) you give us or through the electronic mailbox facility which is part of our eBanking service. Duplicate statements will also be issued on request subject to payment of any fees or charges in force at the time.

26.3 Where there are transactions on an Account in respect of which a one of the Bank's Credit Cards has been issued we will in normal course send a regular statement of account to the Principal Cardholder (as defined in the Special Terms and Conditions for Danske Bank Credit Card and where applicable, regular advices on any charges. That statement will provide details to help you identify any payments made and received on

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Principal Cardholder shall retain Cash by contacting the Bank by telephone.

and reconcile records of purchases and advances. 28.2 When you request emergency cash from the Bank, Where such a statement is not received as we will only use the Western Union® Quick Cash® intended, the Principal Cardholder shall ascertain Service if no other option is available. When we the outstanding balance from such records or from process a Western Union® Quick Cash® request, our Credit Card Services Department and pay any we will do so immediately, subject to there being amount by which the balance exceeds the credit sufficient funds in your Account, as per your limit together with 3% - 5% [depending on your instruction, using the information provided by you. card agreement] of the outstanding balance and We will advise you of your unique transaction code any arrears of payment. and we will debit your Account immediately for the 26.4 For the avoidance of doubt, while statements in value of cash requested by you for collection at a relation to an Account which is a term or a notice Western Union® Agent location. deposit account, a loan or an investment product 28.3 Before we process your request you must agree to (such as a tracker bond) will always be sent to you us debiting your account for the value requested. on paper unless you have requested otherwise, you You must keep a record of the unique transaction may request to switch back to paper statements (if code which we will provide to you following your you have previously asked not to receive them) at request and you must present at a Western any time. Any such request must be in writing. Union® Agent location where you can collect your cash upon validation of your unique transaction

**27. Conflict** code and government issued photographic ID by In the event of any conflict between these General the Western Union® Agent and by following the Terms and Conditions and any Special Terms and instructions applicable at the Western Union® Conditions, these General Terms and Conditions Agents which are in place at the time of your

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transaction.

28.4 Times for collection of cash at Western Union® Agent locations is subject to each Western Union® Agent's individual hours of business. The transaction remains valid for 30 days. After that point, if the cash has not been collected from a Western Union® Agent the value will be credited back to your Account.

28.5 The Western Union® Quick Cash® Service .is available for Euro cash only.

28.6 The Western Union® Quick Cash® Service can be used up to a maximum of two times a day. The bank will impose a maximum limit on the amount of cash as notified by us from time to time that can be provided using the Western Union® Quick Cash® Service.

28.7 While We will make reasonable efforts to provide the Western Union® Quick Cash® Service., we will not be liable for any failure to provide the Western Union® Quick Cash® Service., in part or full, for any cause that is beyond our reasonable control. This includes, in particular, any suspension of the Western Union® Quick Cash® Service. resulting from maintenance and upgrades to our systems or those of any party used to provide the Western Union® Quick Cash® Service.