

# TERMS AND CONDITIONS FOR DANSKE LETBANK – CONSUMERS

Effective from 1 January 2018

Danske Letbank is a simplified version of Danske Bank's standard personal-customer online banking system and offers easy-to-use functionality.

## 1 Features of Danske Letbank

Danske Letbank allows you to

- view account balances and entries
- pay giro and other payment forms
- transfer funds to your or other customers' accounts with Danske Bank and other banks in Denmark

Danske Letbank is open 24 hours a day, 365 days a year.

### 1.1 Amount limits

Limits apply to the total daily amount of payments and cash transfers.

The current limit on payments and transfers in Danske Letbank is DKK 1 million per day.

### 1.2 Access to accounts

In Danske Letbank, you can view and operate all your present and future accounts as well as accounts that you are or will be authorised to view and operate.

To operate accounts of other Danske Bank customers, you must have a separate account mandate for each account.

The operation of accounts is governed by the rules applying to the individual accounts.

To make a domestic account transfer, you must enter the registration and account numbers of the payee's account and, where relevant, the date of the transfer.

When you have entered an order to pay a giro payment form or other payment form or a transfer of money to a third-party account with Danske Bank or another bank in Denmark in Danske Letbank, you must approve the payment/order by entering your password.

The time of approval is also the transmission time.

Immediately after transmission, you receive confirmation that we have received your order and that it will be executed on the specified date (see, however, 1.3 Cut-off times, booking date and value date).

We are not obliged to execute orders for which there is insufficient cover or which cannot be executed because of incomplete information. We are also not obliged to execute orders if you or your mandator become(s) subject to bankruptcy, reconstruction or other insolvency proceedings; or open(s) negotiations for a rescheduling of debt, debt relief or a composition with creditors, including a request for a voluntary composition with Danske Bank or any other creditor. Similarly, we are not obliged to execute orders if you or your mandator die/dies.

### 1.3 Cut-off times, booking date and value date

A number of cut-off times apply to the receipt of orders. See the About Danske Letbank menu item in Danske Letbank for cut-off times, booking dates and value dates for the various services.

## 2 Duty to protect your security solutions

### 2.1 Protection of your user ID, password, code card and NemID token (NemID)

The rules on NemID, including the rules for keeping your user ID, password, code card and NemID token safe, are set out in the rules on NemID for online banking and the public digital signature. These rules are available at [nemid.nu](http://nemid.nu) (in Danish).

Generally, your user ID, password, code card and NemID token may be used only by you.

Do not disclose your password or codes to anyone else, including members of your household, do not write down the password and keep it with your code card/token and do

not write the password on the code card or token.

For security reasons, you should choose a password that you can remember and memorise it.

If you suspect that somebody knows your NemID, you must contact us or DanID immediately (see 12 Blocking and notification in case of irregularities and unauthorised use).

### 2.2 Account mandates

If you require another person to be authorised to view account balances and entries and/or operate your accounts, you must issue an account mandate to that person. He or she can then operate your accounts by logging onto Danske Letbank or Danske eBanking. If you no longer want the mandate to be in force, you must revoke it in writing.

## 3 Checking of account entries

When a transaction such as a payment has been executed, it appears on the list of account entries in Danske Letbank.

The list displays all transactions executed during a period of up to 13 months back in time. Each month, you can see the amount of fees paid over the past month.

Note that there may be transactions that have not yet been finally registered on your account.

You are obliged regularly to check entries in your accounts. If you discover transactions that you do not believe you have made, you must contact us as soon as possible (see 5 Unauthorised payments).

## 4 Reversal of approved payments/orders

You may revoke orders for transfers and payment of payment forms made via Danske Letbank until the last business day before the requested execution date.

See Questions & Answers in Danske Letbank for guidelines on how to revoke a payment.

## 5 Unauthorised payments

If you believe that one or more payments have been executed without your authorisation, you must contact us as soon as possible after becoming aware of the unauthorised transaction.

When assessing whether you have contacted us in due time, we attach importance to your duty to regularly check entries in your account (see 3). In any circumstances, you must contact us 13 months at the latest after the amount was charged to your account.

### 5.1 Processing of disputes regarding unauthorised payments

When you have contacted us, we examine your dispute. While we do so, the amount in question is normally deposited in your account.

If we find your objection unjustified, we will withdraw the amount from the account.

If our investigation shows that another person has gained unauthorised access to Danske Letbank, you are liable according to the rules in 6 on your liability in the event of unauthorised use of Danske Letbank.

If we find your dispute unjustified, we are entitled to charge interest from the date on which the amount was credited to your account to the date on which it was withdrawn. We may also charge a fee for producing copies of relevant advices/receipts (see the list of charges).

## 6 Liability on unauthorised use

### 6.1 Unauthorised use of NemID

You are liable for losses up to DKK 375 if your NemID has been subject to unauthorised use.

You are liable for losses up to DKK 8,000 if we can prove that your NemID was used and you did not block your agreement as soon as possible after you discovered that you had lost your code card or that another person had

obtained your password and/or one or more of your codes.

The same applies if you informed the unauthorised user of your password or one or more of your codes but are not fully liable for the loss under Danish law, or if, through gross negligence, you made unauthorised use possible.

You are liable for the full loss if your NemID was used and we can prove that you disclosed your password or one or more of your codes to the unauthorised user and that you realised, or ought to have realised, that there was a risk of unauthorised use.

You are also liable for the full loss if you committed fraud or deliberately omitted to protect your NemID (see 2.1) or block the agreement (see 12).

You are not liable for losses arising after we have been asked to block your agreement.

Read more about the rules on liability in sections 97, 98 and 100 of the Danish Act on Payments (*Lov om betalinger*) (available at [danskebank.dk/lovuddrag](http://danskebank.dk/lovuddrag)).

If your NemID is used for other Danske eBanking agreements under which you have access as a user, the rules on liability covering the agreements in question apply (see 2).

### **7 Changes to terms and conditions and system features in Danske Letbank**

We reserve the right to amend these terms and conditions and to adjust system features without prior notice if the changes are to your advantage. Changes to your disadvantage are subject to two months' notice.

We notify you of changes either by letter or digitally - for example in the form of an email in Danske Netpost.

When we change the terms and conditions, you must inform us - before the changes take effect - if you do not want to be bound by the

new terms and conditions. If we do not hear from you, you will be bound by the changes.

If you inform us that you do not want to be bound by the new terms and conditions, the agreement will terminate when the new terms and conditions take effect.

We continue to develop and adjust our digital services, and additional services may be offered in the future. In some cases, new digital services require a separate agreement. If this is the case, you will be informed accordingly.

### **8 Termination**

You may terminate your Danske Letbank agreement at any time without notice by giving us written notification. We may terminate the agreement at two months' written notice.

If you fail to fulfil your obligations under the agreement, we are entitled to terminate it without notice, however.

### **9 Costs associated with access to and use of Danske Letbank**

You can see the current list of charges in Danske Letbank.

Transaction fees are charged to the accounts used for the transactions.

We may charge a fee for help to recover funds transferred to an account by mistake because you stated a wrong unique identifier.

### **10 Use, storage and disclosure of personal data and information about purchases etc.**

When you use Danske Letbank, we register your agreement number, your and your payee's account numbers and the amount and date of the transaction.

If you use the system for money transfers, we forward information on amount and transaction date as well as any message from you to the payee. Data is transmitted through

the payee's bank and its data and settlement centre.

The information is stored by the payee's bank and Danske Bank. The information is used by the banks for bookkeeping purposes, account statements and subsequent correction of any errors. The information is passed on to others only if this is required by Danish law or if it is needed for legal actions arising out of the use of the system.

The information is kept on file for the year of registration and the following five years.

### 11 Technical requirements

To use our digital services, you need internet access and a web browser. Read more about how to set up your computer on our website at [danskebank.dk/danskenetbank](https://danskebank.dk/danskenetbank).

### 12 Blocking and notification in case of irregularities and unauthorised use

You can block access to your Danske Letbank agreement by calling our blocking service on +45 70 20 70 20. We are open 24 hours a day.

We subsequently send you written confirmation of the blocking, specifying the time when we received your request.

You can also block access to your Danske Letbank agreement by blocking your code card/NemID token and/or your password or NemID.

You must inform us immediately if you discover or suspect irregularities or unauthorised use of your Danske Letbank agreement.

We also reserve the right to block your Danske Letbank agreement without notice if we discover or suspect irregularities or unauthorised use of the agreement.

You must contact Customer Support to cancel the blocking (see below).

### 13 Notification to you of unauthorised use and security threats

We contact you if we suspect or discover unauthorised use of the agreement. We also contact you if we become aware of any potential security threats.

We contact you in a safe way, for example by sending a message in Danske eBanking, Danske Netpost, e-Boks, by email or by telephone.

### 14 New copy of these terms and conditions

If you lose these terms and conditions or otherwise need a new copy, you can download them at [danskebank.dk/terms-and-conditions](https://danskebank.dk/terms-and-conditions). You are also welcome to contact your branch.

**15 Assistance with Danske Letbank – call us on +45 70 105 501**

Support Direct can answer your questions regarding the use of Danske Letbank. The opening hours are

Monday-Thursday	8.00am-11.00pm
Friday:	8.00am-8.00pm
Saturday	9.00am-7.00pm
Sunday	9.00am-11.00pm

Calls to Support Direct are charged at normal call charges.

You can also contact Support Direct at [danskebank.dk](http://danskebank.dk).

**16 Complaints**

You can always contact your branch if you disagree with Danske Bank about a business matter.

You are also welcome to call us on tel. +45 70 12 34 56 (the line is open seven days a week).

This will enable us to make sure that the disagreement is not based on a misunderstanding.

If you still disagree or are not satisfied with the outcome of your complaint, please contact our Legal Department, which is in charge of handling customer complaints.

The address is

Danske Bank  
 Legal Department  
 Holmens Kanal 2-12  
 DK-1092 København K  
[klageservice@danskebank.dk](mailto:klageservice@danskebank.dk)

If your inquiry does not lead to a satisfactory outcome for you, you may file a complaint with the Danish Complaint Board of Banking Services at the following address:

Pengeinstitutankenævnet  
 Amaliegade 8 B, 2.  
 DK-1256 København K  
[pengeinstitutankenaevnet.dk](http://pengeinstitutankenaevnet.dk)

or the Danish Consumer Ombudsman:

Forbrugerombudsmanden  
 Carl Jakobsens Vej 35  
 DK-2500 Valby  
[forbrugerombudsmanden@kfst.dk](mailto:forbrugerombudsmanden@kfst.dk)