CARD CONDITIONS FOR
MASTERCARD BUSINESS DEBIT

Mastercard Business Debit is a Mastercard for business purposes issued on the company’s application.

These card conditions apply to both the company and the cardholder. The company is responsible for ensuring that the cardholder knows and complies with the card conditions.

Definitions

Business day: A business day is a weekday. Saturdays, Sundays, public holidays, Friday after Ascension Day, 5 June, 24 December and 31 December are not business days.

Payee: An entity that accepts card payments for goods or services provided.

One-time password: A password the cardholder receives by text message to the registered mobile phone. The cardholder must use the password when shopping with online payees using the Mastercard ID Check solution.

Cardholder: A natural person who is employed with the company and holds a Mastercard Business Debit card.

Contactless payment: If the card bears the symbol for contactless payment on the front, the cardholder can make payments in shops via the card’s built-in transmitter without inserting the card into the card terminal.

Cards with the contactless function allow the cardholder to pay small amounts (currently up to DKK 350) without entering the PIN. For payments exceeding DKK 350, the cardholder must enter the PIN every time.

The contactless function uses NFC (Near Field Communication) technology and can be used with cards featuring the function. Cards with the contactless function bear the symbol on the front of the card.

Card limit: The maximum agreed amount which can be drawn on the card within a period of 30 days. There are limits to the maximum amount which can be withdrawn from an ATM per day by the cardholder. The limits are stated in the list of charges.

Receipt: A statement on paper or in electronic form specifying the details of a payment or withdrawal.

Mastercard Business Debit: An international payment card for business purposes. Card transactions are registered in an account held by the company.

In most cases, the card’s built-in balance control function is activated, which means that the cardholder cannot withdraw or spend more than the agreed card limit and the balance in the account linked to the card. However, the balance control function is not always activated, for example when making a payment at an airline, at certain taxi companies and when paying certain bridge tolls.
The card is issued and administered by Danske Bank A/S
Holmens Kanal 2-12
DK-1092 København K
Tel. +45 70 20 70 20
(Danske Bank is also referred to as 'we').

Mastercard ID Check: Mastercard Identity Check is a security system in place to protect customer data in online transactions.

NemID: NemID is a digital signature. There are two types: Bank NemID and OCES NemID, but the cardholder may use both to register for Mastercard ID Check.

Nets: Nets Denmark A/S: Service provider in connection with the issuing of Mastercard for Danske Bank in Denmark.

PIN: A four-digit personal identification number for the cardholder's card. It is possible to use the same PIN for several cards issued by Danske Bank.

List of charges: A list of charges etc. applicable at any time.

Transaction: A payment or cash withdrawal made with the card at, for instance, a payee or an ATM.

The company: A natural or legal person that has Mastercard cards issued for its employees (cardholders) on application.

Worldline: Worldline manages the 'Mastercard ID Check' security solution on behalf of Danske Bank. Worldline also stores the registered mobile phone numbers in order to send one-time passwords.

1 Use
The cardholder may use the card to make payments and cash withdrawals in and outside Denmark.

The card may be used for business purposes only, that is, the card may be used on behalf of the company only.

1.1 Purchases in Denmark and abroad
The cardholder may use the card to pay for goods and services provided by payees that accept Mastercard Business Debit cards, including online payees.

The cardholder may also use the card to make purchases by mail or telephone order and to make payments at self-service machines. A payee can make a refund into the company’s card account through the cardholder’s card.

A payee may lay down rules limiting the use of the card.

Danske Bank cannot be held liable if a payee declines to accept the card as a means of payment.

Danske Bank is not liable for any defective goods or services sold/provided by a payee.

The cardholder must not use the card for any illegal purposes, including the purchase of illegal goods or services.
1.2 Cash withdrawals in Denmark and abroad
The cardholder may use the card to make cash withdrawals at ATMs affiliated with the Mastercard system.

The cardholder may use the card to make cash withdrawals of up to DKK 6,000 a day [Danish time] at ATMs affiliated with the Mastercard system.

The company may change the limit to a per-day amount between DKK 0 and DKK 15,000 on application.

If the cardholder uses the card outside Denmark, local withdrawal limits may apply. Consequently, the cardholder may have to pay a fee several times to withdraw the desired amount.

1.3 Purchases or cash withdrawals using the Mastercard Business Debit card

Purchases or cash withdrawals made by the cardholder may not exceed the card limit specified by the company and the balance in the account linked to the card. This also applies if the card is used at a payee where the balance control function is not activated.

When the cardholder makes a cash withdrawal or purchase with a Mastercard Business Debit card, the amount is 'earmarked' in the company’s account once Danske Bank has received the transaction data. This means that the amount is no longer available to the cardholder and the company once Danske Bank has received the transaction data. The amount is debited to the account once Danske Bank has received the payment demand from the payee. If the cardholder uses the card to withdraw cash at Danske Bank ATMs and branches in Denmark, the amount is debited to the cardholder’s account immediately.

When the cardholder makes a payment or cash withdrawal in foreign currency, Danske Bank converts the amount into Danish kroner (see the list of charges).

Danske Bank may reject payment requests if the card limit is exceeded/there are insufficient funds in the account.

When the cardholder makes a payment or cash withdrawal in foreign currency, Danske Bank converts the amount into Danish kroner (see the list of charges).

1.4 Industrial conflicts
The cardholder cannot use the card in Denmark if Danske Bank and/or companies managing Danske Bank’s technical solutions are involved in an industrial conflict. The cardholder will be informed as soon as possible through the Danish daily press of the beginning and conclusion of such conflict.

The cardholder cannot expect to be able to use the card outside Denmark if one or more of Danske Bank’s operational centres and/or one or more of Danske Bank’s international business partners are involved in an industrial conflict.

The cardholder is still able to use the card outside Denmark in the event of industrial conflicts outside Denmark.
1.5 Card issuance and credit assessment
Danske Bank issues cards only to persons over the age of 18. Before we issue such cards, we assess the company’s financial position, for instance by requesting and reviewing the company’s financial statements. We assess the company’s financial position on a regular basis. Mastercard Business Debit is linked to an account held by the company. Each time the cardholder uses the card, the transaction is registered in the company’s account.

We send the card to the cardholder’s home address.

2 Conditions for holding and using the card

2.1 Delivery and protection of card and PIN
On receipt, the cardholder must sign the signature field on the back of the card. Payees compare the signature on the card with the signature on the receipt.

We send the PIN to the cardholder’s home address, unless the cardholder has chosen to use the PIN of one of his or her personal Danske Bank cards. The PIN is generated and printed electronically without anybody seeing the combination. The cardholder must contact Danske Bank immediately if the letter containing the PIN has been opened or is not intact.

The cardholder must always keep the card safe and check regularly that it has not been lost. Do not keep the PIN with the card or write it on the card. The cardholder should memorise the PIN and destroy the letter containing the PIN. Alternatively, the cardholder must keep the PIN in a safe place, preferably on a PIN memoriser, which is sent to the cardholder together with the PIN.

2.2 Mastercard ID Check
Mastercard ID Check provides additional protection of customer data in online transactions. When the cardholder shops online, in addition to the card data, the cardholder must enter a one-time password received by text message when making the payment. The one-time password is used only when making purchases in online shops using the Mastercard ID Check solution.

2.2.1 How to register
Once you have provided Danske Bank with your mobile phone number or have registered it with Danske eBanking or Danske Mobile Banking, your card and mobile phone numbers will automatically be registered for Mastercard ID Check by Danske Bank. If you have not given us your mobile phone number, you can use NemID instead.

2.2.2 Changes to mobile phone number
If the cardholder wants to change/deregister his or her mobile phone number, the cardholder must remember to update his or her contact details in Danske eBanking or Danske Mobile Banking. When subsequently shopping online on a website using Mastercard ID Check, the cardholder must update his or her mobile phone number in connection with the purchase and ensure that it is correctly stated.

2.2.3 Special conditions regarding the card and the mobile phone registered
Since the cardholder’s mobile phone becomes a security element in online transactions in shops using the Mastercard ID Check solution, the cardholder must make sure that others do not
have or cannot gain access to both the card and
the mobile phone. If the cardholder loses the mo-
bile phone on which one-time passwords are re-
ceived, the cardholder must change/deregister
the phone number with Mastercard ID Check as
quickly as possible. If the cardholder also loses
the card, it must be blocked [see 2.8].

2.3 Use of the card and PIN
The cardholder is the only person who may use
the card and PIN.

Before authorising a payment or cash with-
drawal, the cardholder must always check that
the amount is correct. The cardholder cannot re-
voke transactions already authorised [see 2.10
for exceptions].

The cardholder can use the card in the following
ways:

• By using the chip or magnetic strip and PIN
• By using the chip or magnetic strip and sig-
nature
• By using the card number, expiry date and
card validation code


• By using the chip or magnetic strip but not
the PIN at self-service machines.

PIN
When entering the PIN, the cardholder must
make sure that no one is watching.

Signature
The cardholder should never sign a receipt if the
amount is not shown on the receipt or if the
amount is wrong.

If the cardholder notices that the payee issues
more than one receipt stating the card details,
the cardholder must make sure that any un-
signed receipts are destroyed.

If the cardholder authorises a payee to debit an
additional amount, for example a service tip, the
cardholder must ask for a receipt for the full
amount.

When using the card to hire a car or pay for hotel
accommodation, for example, the cardholder will
often be asked to sign a receipt that authorises
the payee to subsequently debit additional
amounts. In such case, the cardholder must keep
in mind that signing a receipt may allow the car
hire company or the hotel to debit additional
amounts to the card account [see 2.10.1].

Online use etc.
When shopping online, the cardholder must en-
ter the card number, expiry date and card valida-
tion code. Some payees may store this infor-
mation, so the cardholder will not need to enter
the card details again when making a new pur-
chase. Normally, the cardholder also needs to au-
thorise the payment using the Mastercard ID
Check solution. The cardholder must enter the
one-time password received by text message
from Nets in connection with the purchase. The
cardholder can also confirm the purchase using
his or her personal NemID.

To make purchases by mail or telephone order,
the cardholder must provide the card number,
expiry date, card validation code and, if required,
his or her name and address. When making a
purchase by mail order, the cardholder must also
sign the order form.

The cardholder must never disclose the PIN in
any of the above transactions.
Self-service machines
At self-service machines without a PIN, the cardholder can use the card without entering the PIN or signing a receipt. At these machines, the cardholder authorises the transaction either by inserting the card into the machine or by pressing the OK button.

Contactless payments
The cardholder can use the contactless function to make purchases in shops that offer the service. Payment is made without inserting the card into a terminal, entering a PIN or signing. Instead, the cardholder accepts the payment by holding the card within 0-3 centimetres of a terminal with an active contactless function. Terminals with a contactless function bear the following symbol:

The cardholder can choose to use either the contactless function or the card’s chip/magnetic strip combined with a PIN (or signature).

2.4 Receipts
The cardholder should always ask for a receipt for a payment or cash withdrawal. The receipt must state the date, the amount and part of the card number. The cardholder must make sure that the amount matches the amount of the purchase or cash withdrawal and that the date on the receipt is correct. The cardholder and the company should keep the receipt to check that the correct amount is debited to the account (see 2.9). At self-service machines, the cardholder may not always get a receipt.

2.5 Payment of recurring payments
Termination of contractual subscription services paid for by card requires that the cardholder comply with the terms and conditions laid down by the payee, even if the cardholder gets a new card.

If the cardholder gets a new card, the cardholder and/or the company must inform the payee of the new card details.

2.6 Cash withdrawals from the company account
Purchases and cash withdrawals are usually charged to the company account on the day of the purchase or withdrawal, however, the actual date on which the transaction is charged to the account depends on when we receive the transaction.

2.7 Liability – Mastercard Business Debit
The company is liable for all transactions made with the card. This includes the cardholder’s incorrect or unauthorised use of the card and the account linked to it.

In case of unauthorised use by a third party, the company’s liability is limited by sections 97, 98 and 100 of the Danish Payments Act (a copy of these sections is attached to these cardholder conditions).

These limitations also apply if the cardholder has chosen a PIN that is identical to that of one or more of the cardholder’s personal cards and also if the card has been used fraudulently in
the same incident as one or more of the cardholder’s other cards with the same PIN.

The company is not liable for losses arising after we have been asked to block the card.

2.8 The company’s and the cardholder’s duty to block the card

If the company wants to cancel a cardholder’s card, for instance because the cardholder resigns, the company must immediately make sure that the card is blocked, retrieve the card and send it to Danske Bank.

The cardholder or the company must contact us immediately if
- the card is lost
- another person has found out the PIN
- the cardholder discovers unauthorised use of the card
- the cardholder suspects that the card has been copied
- the cardholder suspects other unauthorised use of the card.

2.9 Checking account entries

The cardholder and the company must regularly check the entries in his or her account. If the information on the statement does not match that on the receipts or the statement contains suspicious transactions which the cardholder does not recognise, the cardholder and/or the company must contact us as soon as possible. See 2.10 and 2.11 for more information on deadlines for revoking payments.

As the cardholder does not present the card when making purchases online or by mail or telephone order, the cardholder and the company should pay special attention to such transactions.

2.10 Revocation of authorised payments

Payments authorised by the cardholder cannot be revoked. However, under certain circumstances, the cardholder and the company may revoke a payment [see below].

2.10.1 If the final amount was unknown by the cardholder at authorisation

If the final amount was unknown by the cardholder when authorising the payment and the amount charged to the account is considerably higher than the cardholder could reasonably expect, the cardholder and/or the company may be
entitled to revoke the payment. This may be the case if, for example, the cardholder rented a car or stayed at a hotel and allowed the payee to subsequently charge petrol or mini-bar purchases to the account.

If the cardholder and/or the company believe that they have the right to revoke a payment where the final amount was not authorised by the cardholder, the cardholder and/or the company must contact Danske Bank as soon as possible and no later than eight weeks after the amount was charged to the account. Before contacting Danske Bank, the cardholder and/or the company should always try to settle the matter by contacting the payee that charged the amount.

Once Danske Bank has received the dispute, we will investigate the matter. Normally, Danske Bank will credit the amount to the company’s account. If Danske Bank subsequently finds the dispute unjustified, Danske Bank will debit the amount to the account again.

If we find the dispute unjustified, we are entitled to charge interest from the date the amount was credited to the account to the date it was withdrawn. We may also charge fees for ordering copies of relevant receipts (see the list of charges).

2.10.2 Other situations
The cardholder may revoke payments made in a number of other situations if the payment was made online or by mail or telephone order. For more information, visit danskebank.dk/indsigelse or contact us.

2.11 Revocation of unauthorised payments
If the cardholder believes that the card has been used for one or more payments that the cardholder has not authorised, been a party to or made, the cardholder and/or the company must contact us as soon as possible after becoming aware of this. When assessing whether we have been contacted in due time, we attach importance to the cardholder’s and the company’s duty to regularly check entries in the account (see 2.9). We must receive the dispute within 13 months of the amount having been charged to the account.

Once we have received the dispute, we will investigate the matter. Normally, we will credit the amount to the account. If we subsequently find the dispute unjustified, we will debit the amount to the account again. If we find the dispute unjustified, we are entitled to charge interest from the date the amount was credited to the account to the date it was withdrawn. We may also charge fees for ordering copies of relevant receipts (see the list of charges).

If our investigation shows that another person has used the card fraudulently, the company will be liable in accordance with the rules specified in 2.7.

2.12 Danske Bank’s liability
Danske Bank is liable for the tardy or defective performance of its contractual obligations resulting from error or negligence. Even in those areas in which a stricter liability applies, Danske Bank will not be liable for losses arising from:
• breakdown of or lack of access to IT systems or damage to data in these systems due to any of the factors listed below and regardless of whether or not Danske Bank or an external supplier is responsible for the operation of these systems
• power failure or a breakdown of Danske Bank’s telecommunications, legislative or administrative intervention, acts of God, war, revolution, civil unrest, sabotage, terrorism or vandalism (including computer virus attacks or hacking)
• strikes, lockouts, boycotts or picketing, regardless of whether Danske Bank or its organisation is itself a party to or has started such conflict and regardless of its cause (this also applies if the conflict affects only part of Danske Bank)
• other circumstances beyond Danske Bank’s control.

Danske Bank is not exempt from liability if
• Danske Bank ought to have foreseen the cause of the loss when the agreement was concluded or ought to have avoided or overcome the cause of the loss

• under Danish law, Danske Bank is liable for the cause of the loss under any circumstances.

Accordingly, section 104 of the Danish Payments Act does not apply.

2.13 Danske Bank’s notification of unauthorised use and security threats
We contact the cardholder if we suspect or discover unauthorised use. We also contact the cardholder if we become aware of any potential security threats. We contact the cardholder in a safe way, for example by sending a notice in Danske eBanking, Danske Netpost or e-Boks, by email or by telephone.

2.14 Danske Bank’s right to block cards
Danske Bank has the right to block the card if the card conditions are not observed.

If the account is overdrawn and the overdraft is not paid,Danske Bank sends a written reminder before blocking the card.

Danske Bank may block the card immediately, however, if the overdraft is substantial or the cardholder or the company has repeatedly failed to pay an account overdraft.

Moreover, Danske Bank is entitled to block the card immediately if
• the account is closed
• the account is terminated, and the notice of termination, if any, has expired
• the card has been used fraudulently or the cardholder or company suspects unauthorised use by a third party
• in case of default or other causes of immediate termination (see 2.17).

Once Danske Bank has blocked the card, the cardholder and the company will be notified of the reason for and time of the blocking.

2.15 Card expiry and renewal
Cards are usually issued for a three-year period and are valid until the month of expiry embossed on the card. The card cannot be used after expiry. Unless the cardholder or the company informs us in writing that the card is no longer
needed, we will renew it on expiry. The company may also order a new card in Danske Bank before it expires.

2.16 Returning cards
If the cardholder no longer needs the card, it must be returned to Danske Bank.

If the card agreement or account agreement is terminated, all cards linked to the account must be returned. If you return the card to Danske Bank by mail, remember to first cut it in half.

2.17 Termination
The company may also terminate the card agreement or the account agreement. In that case, all cards linked to the account will be cancelled and any balance owed to Danske Bank will become payable.

Danske Bank may terminate the card agreement at one month’s notice. The notice period does not apply, however, in case of default or other cause of immediate termination (see 2.17).

The notice of termination will be sent to the last address we have registered for the company. We will not reimburse fees paid if the agreement/account is terminated.

If the company or Danske Bank terminates the agreement, the card must be returned to Danske Bank. If the card is returned to us by mail, remember to cut it in half.

2.18 Default and other cause of termination
The card agreement is terminated immediately in its entirety, and all cards issued for the card account may be terminated without notice, regardless of the agreed notice of termination, if

• the account is overdrawn using one or more cards
• Danske Bank does not receive the information requested about the company’s financial position (see 1.5)
• the company is subject to bankruptcy, reconstruction or other insolvency proceedings, opens negotiations for a composition with creditors, including a request for voluntary composition with Danske Bank
• the company is the subject of an execution or attachment order
• the company takes up permanent residence outside Denmark and fails to make arrangements with us about the continued use of the card
• the card conditions are not observed. Furthermore, the card agreement is cancelled if the cardholder dies.

2.19 Changes to card conditions
Danske Bank may change the card conditions without notice if the change is to the company’s advantage. Otherwise, changes are subject to one month’s notice.

We will announce any changes by letter or electronically or in the Danish daily press.

If we change the conditions, the cardholder and/or the company must notify us – prior to such changes taking effect – if they do not wish to be bound by the new conditions. If they fail to do so, they will be bound by the new conditions. If the cardholder and/or the company notifies us that they do not want to be bound by the
new conditions, the agreement will terminate when the new conditions take effect.

The cardholder and the company must notify Danske Bank about any change of address. Therefore, Danske Bank cannot be held liable for failure to communicate changes if the cardholder and the company fail to inform Danske Bank about a change of address.

2.20 Complaints
The cardholder and/or the company should always contact the company’s branch in case of a disagreement regarding their business with us. Alternatively, the cardholder and/or the company can call us on tel. +45 33 44 00 00. In this way, we make sure that the disagreement is not based on a misunderstanding.

If the cardholder and/or the company still disagrees or is not satisfied with the outcome of the complaint, they may contact Danske Bank’s legal department, which is responsible for handling customer complaints. The address is:

Danske Bank
Legal Department
Holmens Kanal 2-12
DK-1092 København K

3 Card expenses
The fees payable for the issuance and use of the card appear on the list of charges. The list of charges is available at danskebank.dk.

3.1 Fees and charges
Danske Bank’s Mastercard Business Debit fees appear on the list of charges.

Danske Bank and certain payees may charge a fee when the cardholder uses the card. Danish payees which charge a fee for use of the card must state this before the card is used to make a payment.

Please note that we are obliged to respond to inquiries from public authorities, such as the Danish tax authorities, and that we charge a fee for this service which will be debited to the card account.

If a Mastercard card is issued in the middle of the fee period for the card account, we calculate and charge a proportionate fee on the basis of the annual card fee.

Danske Bank may lower fees without notice and may also introduce and raise fees for new contractual services without notice.

With respect to existing contractual services, we may raise fees paid on a regular basis at one month’s notice if:
• market conditions, such as national or international competition, justify changes to one or more types of fees
• we decide to adjust our general fee structure and pricing policy in the ordinary course of business, for instance, on the basis of earnings considerations or to make better use of our resources or capacity.

Changes to the annual card fee will apply from the first fee payment after the change took effect.

Danske Bank may introduce new fees at one month’s notice. Such changes may be made on the basis of earnings considerations or to use
our resources or capacity in a more expedient matter.

We announce changes to our fees electronically, by letter or in the Danish daily press. We state the cause of the change - possibly by referring to one of the bullet points above.

3.2 Information about commission
Please note that Danske Bank receives a commission when the cardholder uses the card at payees.

3.3 Danske Bank’s right to reimbursement
We are entitled to claim reimbursement of
- any amount that Danske Bank pays on the company’s or cardholder’s behalf, for instance taxes, duties and expenses for communication
- expenses incurred by Danske Bank because the cardholder or the company defaults on its obligations, for instance by failing to pay court or legal fees.

3.4 Exchange rates
Purchases made outside Denmark are translated into Danish kroner and are always payable in Danish kroner. The translation is based on the exchange rates determined by Mastercard from time to time [see www.nets.eu/valutakurser - website available in Danish only] plus a variable margin determined by Danske Bank [see our list of charges]. Exchange rates change continually and without notice.

Exchange rates may change from the time the cardholder uses the card until the amount is charged to the card account.

3.5 Payees’ currency conversion
If the cardholder uses the card outside Denmark, the payee may propose, before processing the payment, to convert the amount into Danish kroner. Before the cardholder accepts this conversion, the payee must inform the cardholder of any fees and the applicable exchange rate. The exchange rate offered by the payee may differ from the one used by Danske Bank if the cardholder decides not to let the payee make the conversion.

4 Personal data
4.1 Use of personal data
Danske Bank uses the information the cardholder and the company provide about their names, addresses, telephone numbers and CPR or CVR numbers to issue and administer the card.

CPR numbers are used to obtain address information from the Danish Central Office of Civil Registration, to block cards and to ensure unique identification of cardholders.

We use companies’ CVR numbers to obtain information from the Danish Business Authority and to ensure unique identification of companies.

4.2 Storage of personal data
We keep personal data on file as long as the cardholder holds a Mastercard.
4.3 Information about purchases etc.
Danske Bank may exchange information about the cardholder and the card account, for instance details on goods and services purchased, with Mastercard International.

We exchange information to administer the account, process, analyse and collect fees for the account and administer additional benefits and insurance and travel or other company-related schemes in which the cardholder and/or company take part.

When the cardholder uses the card, the card number, the total amount of the purchase or cash withdrawal and the date and place of use are recorded. The payee passes this information on to Danske Bank via Nets. The information is stored with the payee and Danske Bank, and is used for bookkeeping, on billing statements and for any subsequent correction of errors.

Such information is passed on to other parties only if required by law and/or for use in legal actions concerning claims arising out of the use of the card. Danske Bank keeps the information on file for the current year plus the following five years.

When the cardholder registers for Mastercard ID Check, Worldline will register the cardholder’s mobile phone number to be able to send one-time passwords.

4.4 Registration of blocked cards
If the card is blocked, we will register the card number in our register of blocked Mastercard cards. Blocked Mastercard Business Debit cards may also appear on Mastercard’s list of blocked cards.

4.5 Access to registered information
Both the cardholder and the company can contact the company’s branch at any time to view their data in our files.

If the information proves incorrect, we will of course correct it immediately. At the same time, we will notify other information recipients of the correction.

4.6 Complaints about Danske Bank’s use of customer data
A cardholder who wishes to complain about Danske Bank’s use of personal data must contact

Danske Bank
Legal Department
Holmens Kanal 2-12
DK-1092 København K

or the Danish Data Protection Agency at the following address:

Datatilsynet
Borgergade 28, 5. sal
DK-1300 København K
Email: dt@datatilsynet.dk.
5 New copies of card conditions

If the cardholder or the company loses the card conditions or for some other reason need new copies, they may contact Danske Bank at any time or visit danskebank.dk. Please note that we will charge a fee for printed copies.

Valid from 14 September 2019.
The Danish Payments Act

Liability rules

97. Disputes relating to unauthorised or incorrectly executed payment transactions must be received by the provider as soon as possible and not later than 13 months after the debit date of the relevant payment transaction. The deadline is calculated from the time at which the provider has communicated this information or made it available, if it has not been communicated in advance.

(2) Disputes relating to unauthorised or erroneous payment transactions initiated via a provider of payment initiation services, must be addressed to the account-holding provider in accordance with subsection (1), see, however, section 99(2) and (3) and section 104.

98. If a payer denies having authorised or initiated a payment transaction, the provider of the payment service must prove that the payment transaction was correctly registered and booked and not affected by technical failure or other errors, see, however, subsection (3). In connection with the use of a payment instrument, the provider furthermore has to prove that the payment instrument’s personalised security feature was used in connection with the payment transaction.

(2) If a payer denies having authorised or initiated a payment transaction, the recorded use of a payment instrument is not in itself proof that the payer authorised the transaction, that the payer acted fraudulently or failed to fulfil his obligations.

(3) If a payer denies having authorised or initiated a payment transaction which was initiated via a provider of payment initiation services, the provider of the payment initiation service must prove that the payment transaction was correctly registered and booked and has not been affected by technical failure or other errors.

100. The payer’s provider of payment services is liable to the payer for any loss incurred due to the unauthorised use by a third party of a payment service unless otherwise provided in subsections (2) to (5) hereof. The payer is only liable under subsections (3) to (5) hereof if the transaction was accurately recorded and entered in the accounts, see, however, subsection (2).

(2) However, the payer is liable without limitation with respect to any loss incurred due to the payer acting fraudulently or wilfully failing to fulfil his obligations under section 93.

(3) Except where subsections (4) and (5) hereof provide for more extensive liability, the payer is liable for an amount up to DKK 375 for any loss incurred as a result of the unauthorised use by a third party of the payment service where the personalised security feature linked to the payment service has been used.

(4) Except where subsection (5) provides for more extensive liability, the payer is liable for an amount up to DKK 8,000.00 for any loss incurred as a result of the unauthorised use by a third party of the payment instrument if the payer’s provider is able to establish that the personalised security feature linked to the payment instrument was used; and
1) that the payer failed to notify the payer’s provider as soon as possible after having become aware that the payment service’s payment instrument was missing or that the personalised security feature linked to the payment instrument had come to the knowledge of an unauthorised user;

2) that the payer intentionally made the personalised security feature of the payment instrument available to the person making such unauthorised use without this falling within the scope of subsection (5); or

3) that, through grossly inappropriate conduct, the payer made such unauthorised use possible.

(5) The payer is liable without limitation with respect to any loss incurred due to the unauthorised use by a third party of the payment service where the personalised security feature linked to the payment instrument was used and the payer’s provider proves that the payer disclosed the personalised security feature to the person making the unauthorised use, and that the circumstances were such that the payer knew or ought to have known that there was a risk of abuse.

(6) Notwithstanding the provisions of subsections (3) to (5) hereof, the payer’s provider is liable for any unauthorised use

1) after the provider was notified that the payment instrument linked to the payment service had been lost, that the personalised security feature had come to the knowledge of an unauthorised person, or that the payer required the payment instrument to be blocked for any other reason;

2) when it is caused by actions taken by a service provider’s employees, agents or branch or an entity to whom the service provider’s activities have been outsourced, or their passivity; or

3) because the provider has not taken appropriate measures, see section 94(1)(2).

(7) Notwithstanding subsections (3) to (5) hereof, the payer’s provider is also liable, unless the payer has acted fraudulently. The payment recipient or his/her provider must compensate the loss suffered by the payer’s provider if the payee or its service provider has failed to use strong customer authentication. Subsections (1) and (2) do not apply to the services comprised by section 1(5) and section 5(14)-(16).

(8) Notwithstanding the provisions of subsections (3) to (5) hereof, the payer’s provider is also liable if the loss, theft or unauthorised acquisition of the payment instrument linked to the payment service or the personalised security feature linked to the payment service could not be detected by the payer prior to the unauthorised use.

(9) Moreover, notwithstanding the provisions of subsections (3) to (5) hereof, the payer’s provider is also liable if the payee knew or ought to have known that the use of the payment service was unauthorised.

(10) The provisions of subsections (1) to (9) hereof also apply to electronic money except where the payer’s provider of electronic money is unable to block the payment account or the payment instrument.