

CARD CONDITIONS MASTERCARD DIRECT - OVER 18

Effective from 17 September 2018

Mastercard Direct is for personal customers.

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.

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

Receipt: A written statement on paper or in electronic form specifying the details of a payment for goods or services provided.

Mastercard Direct: An international purchasing card featuring a balance control function to protect you against overspending. 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

Nets Denmark A/S – formerly known as PBS: Mastercard's acquirer in Denmark.

PIN: A four-digit personal identification number for your card.

Single PIN: A PIN for your Mastercard Direct card and one or more of your other cards issued by Danske Bank.

Contactless payment: The card's embedded transmitter allows you to make payments in shops without inserting your card in a card terminal.

Simply hold the card within 0-3 centimetres of the contactless payment symbol on the card terminal to make a payment. Terminals with a contactless function bear the following symbol:



Cards with the contactless function allow you to pay small amounts (currently up to DKK

350) without having to enter your PIN. For payments exceeding DKK 350, you must enter the PIN every time.

The contactless function uses NFC (Near Field Communication) technology. Cards with a contactless payment function bear the))) symbol on the front of the card.

List of charges: A list of the fees for Mastercard Direct applicable at any time (see www.danskebank.dk/priser - website available in Danish only).

Transaction: A payment or cash withdrawal made with the card at a merchant or cash withdrawal point.

Mastercard SecureCode: A security system to protect customer data in online transactions.

One-time password: A password you receive by text message on the mobile phone number you have registered. You must use the password to trade with online merchants using the Mastercard SecureCode solution.

NemID NemID is a digital signature. There are two types: Bank NemID and OCES NemID, but you can use both to register for Mastercard SecureCode.

1 Use

Subject to an individual assessment, you can have a Mastercard Direct card for your account with Danske Bank.

You may use your card to make payments and cash withdrawals in and outside Denmark.

To reduce the risk of fraudulent use of your card information, your Mastercard is protected by automatic geoblocking. This function determines where the card is activated, so that when you travel, the card is automatically activated for use when you use it together with the chip and your PIN. Read more at www.danskebank.dk/geoblocking.

You can change the settings temporarily under Card security through Danske eBanking or Dans-

ke Mobile Banking. You can also block and unblock use of the card for online payments in Danske eBanking and Danske Mobile Banking.

If we have your mobile phone number, you will receive a text message if a purchase is rejected because an attempt is made to use the card in an area in which the card is not activated.

Remember to check your card's security settings before you travel to a country where use of the chip and PIN may not be widespread.

For security reasons, Danske Bank can also change the security settings for your card. If this happens, you will be notified by email or letter at least two weeks before the changes take effect.

Danske Bank's rights in case of unauthorised use

We reserve the right to reject payments if we suspect unauthorised use, such as payments to online merchants or companies (payees) that are not authorised by you. This may be the case for example if you take out a subscription and then after some months note that more

amounts are charged to your account than you have authorised.

Remember to check the security settings of your card before you go on holiday.

1.1 Purchases

You may use your card in Denmark and abroad to pay for goods and services provided by merchants that accept Mastercard Direct cards, including online merchants.

You may also use your card to make purchases by mail or telephone order and at self-service machines. A merchant can make a refund into your account through your card.

A merchant may have its own restrictions for the use of Mastercard Direct cards. Danske Bank cannot be held liable if a merchant declines to accept the card as a means of payment.

Danske Bank is not liable for any defective goods or services rendered by a merchant.

Contactless payment

The contactless function is just as secure as using your PIN. For security reasons, an amount limit applies to each transaction made using the contactless payment function without entering your PIN (currently DKK 350).

Danske Bank may change the amount. You will not be notified of changes unless the amount is increased or reduced by more than 50% within a calendar year. Information about the current limit is always available at www.danskebank.dk [in the "List of charges" section].

If the amount of the transaction exceeds the current limit, you will automatically be asked to authorise the payment by entering your PIN. In these cases, you can choose either to hold the card up to the contactless reader on the terminal or use the chip by inserting the card in the card terminal.

Terminals with a contactless payment function bear the following symbol:



For security reasons, you will occasionally be asked to authorise the payment by using the chip on your card and entering your PIN, even if the amount of the transaction does not exceed the applicable limit for contactless payments.

You can easily see which transactions were made using the contactless payment function because they are marked with the symbol))) in your account.

You must not use your card for any illegal purposes, including the purchase of illegal goods or services.

1.2 Cash withdrawals

You may use your card in Denmark and abroad to make cash withdrawals at

- cashier's desks in Danske Bank branches
- Danske Bank ATMs (we may fix a maximum)

- banks or cash withdrawal points affiliated with the Mastercard system
-
- certain merchants when paying for your purchases

At Danske Bank ATMs, you can withdraw a maximum of DKK 6,000 a day outside Danske Bank's opening hours and a maximum of DKK 15,000 during Danske Bank's opening hours.

At other ATMs with the Mastercard logo in and outside Denmark, you can withdraw a maximum of DKK 6,000 a day, but you cannot withdraw more than the amount available in your account. Local withdrawal limits may apply. Consequently, several minimum fees may be payable for the withdrawal of the desired amount.

When making cash withdrawals in connection with a purchase, you can withdraw a maximum of DKK 1,000

The maximum purchase is DKK 30,000 a day.

1.3 Purchases and cash withdrawals

Once you have used your card to make a purchase or cash withdrawal and we have received the transaction data, the amount will no longer be available in your account. The amount will be debited to your account once we have received the claim for payment from the merchant's bank.

If you use your card to withdraw cash at Danske Bank ATMs and branches in Denmark, the amount will be debited to your account immediately.

When you make purchases online or by mail or telephone order, the merchant may generally not charge the amount to your account until the goods have been sent. But if you book flight or concert tickets for example, the merchant may charge the amount to your account at the time of booking.

You can make purchases and cash withdrawals only if there are sufficient funds in your account. We may refuse to process payments if there are insufficient funds in your account.

If you make a purchase or cash withdrawal in another currency than Danish kroner, we will translate the amount into Danish kroner (see the list of charges).

1.4 Account transfers via Danske Bank ATMs

You can use your card to make account transfers via our ATMs to accounts held with Danske Bank and accounts held with other banks in Denmark.

1.5 Industrial conflicts

You cannot use your card in Denmark if Danske Bank, Nets and/or the operational centres of these companies are involved in an industrial conflict. You will be informed as soon as possible through the Danish daily press of the beginning and conclusion of such conflict.

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

Industrial conflicts outside Denmark will not affect the use of your card in Denmark.

2 Conditions for holding and using the card

2.1 Protection of your card and PIN

Upon receipt, you must sign the signature field on the back of the card. Merchants compare your signature on the card with the signature on the receipt.

Once we have issued your card, we will send a PIN to your home address unless you have decided to use the PIN of one of your other personal cards issued by Danske Bank. Your PIN is generated and printed electronically without anybody seeing the combination. You must contact us immediately if the letter containing the PIN has been opened or is not intact.

You must always keep your card safe and check regularly that you have not lost it. Do not keep your PIN with your card or write it on the card. You should memorise your PIN and destroy the letter containing the PIN. Alternatively, you must keep the PIN in a safe place, preferably on a PIN memoriser, which is available free of charge from any of our branches.

2.2 Mastercard SecureCode

Mastercard SecureCode provides additional protection of customer data in online transactions. When you shop online, in addition to your card data, you must enter a one-time password which you receive by text message from Nets when you are making the payment. The one-time password is used for trading only in online shops using the Mastercard SecureCode solution.

If you have not registered for Mastercard SecureCode, you cannot shop in online shops that use the solution.

2.2.1 How to register for Mastercard SecureCode

You must register your card for Mastercard SecureCode before or in connection with your first purchase in an online shop using the Mastercard SecureCode solution.

You can register at www.danskebank.dk/safeonlineshopping or when you are making your first purchase using the Mastercard SecureCode solution. You use your NemID to register.

When you register, you must also state the mobile phone number on which you want to receive the one-time passwords.

If you have informed Danske Bank of your mobile phone number, we may register or may already have registered your card and mobile phone number automatically for Mastercard SecureCode.

2.2.2 Changes to mobile phone number

To change/deregister your mobile phone number, visit Danske Bank's website or make the change the next time you shop with the Mastercard SecureCode solution. You will need your NemID to change or deregister the mobile phone number.

2.2.3 Special conditions regarding the card and the mobile phone you have registered

Since your mobile phone becomes an element of the added protection offered by Mastercard SecureCode, you must make sure that others do not have and cannot get access to both your card and your mobile phone. If you lose the mobile phone on which you receive one-time passwords, you must change/deregister the phone number

with Mastercard SecureCode as quickly as possible. If you also lose your card, you must block it (see 2.7).

2.3 Use of the card

You are the only person who may use your card, PIN and SecureCode. If you want to authorise another person to make purchases and withdrawals from your account by the use of a card, that person must have his or her own card and PIN.

His or her use of the card is subject to the same conditions as those you must observe.

If you no longer want the person to be able to make purchases and cash withdrawals from your account, the person must return his or her card to us, and you must cancel the authorisation in writing.

Before you authorise a payment or cash withdrawal, you must always check that the amount is correct. You cannot revoke transactions already authorised (see 2.9 for exceptions).

You can use your card in the following ways:

- By using the chip or magnetic strip and PIN
- By using the chip or magnetic strip and signature
- By using the card number, expiry date and card validation code (relevant, for instance, for online transactions)
- By using the chip or magnetic strip but not the PIN at self-service machines
- By using the contactless payment function
- By using the contactless payment function and your PIN.

PIN

When you enter your PIN, you must make sure that no one else can see the combination.

Signature

Never sign a receipt if

- the amount is not stated
- the amount is incorrect.

If you notice that a merchant issues more than one receipt stating your card details, you must make sure that any unsigned receipts are destroyed.

If you authorise a merchant to debit an additional amount, for example a service tip, you must ask for a receipt for the full amount.

When you use your Mastercard Direct card to hire a car or pay for hotel accommodation for example, you must keep in mind that signing a receipt may allow the car hire company or hotel to debit additional amounts (see 2.9.1).

Online use etc.

You must enter the card number, expiry date and card validation code to trade online. If the merchant uses the Mastercard SecureCode solution, you must also enter the one-time password you receive by text message from Nets.

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

Never disclose your PIN in any of the above transactions.

Self-service machines

At certain self-service machines, you can use your card without entering your PIN or signing a receipt. At these machines, you accept the transaction by either entering your card in the machine or by pressing the OK button.

Contactless payments

You can use the contactless payment function to make purchases in shops offering that service, see page 1.

You can choose to use either the contactless payment function or the card's chip/magnetic strip combined with your PIN (or signature).

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2.4 Receipts

You should always get a receipt for a payment or cash withdrawal. The receipt must state the date, the amount and part of your card number. You must make sure that the amount matches the amount of the purchase or cash withdrawal and that the date is correct. You should keep your receipt to check that the correct amount is debited to your account (see 2.7). At self-service machines, you may not get a receipt.

2.5 Subscriptions

Termination of contractual services paid for by card, for example a subscription, requires that you comply with the merchant's conditions. If you get a new card or a new card number, you must inform the merchant of the new card number.

2.6 Charges to the account

Purchases and cash withdrawals are usually charged to your account on the day of purchase or withdrawal, but the actual date the transaction is charged to the account depends on when we receive the transaction.

2.7 Duty to block your card

You must contact us immediately if

- you lose your card
- another person has found out your PIN
- you discover unauthorised use of your card
- you suspect that your card has been copied
- you suspect potential unauthorised use of the card.

You can block your card directly in your Danske Mobile Banking and eBanking solutions. You can

also call us on +45 45 70 20. The line is open 24 hours a day.

Once we have been notified that the card has been lost or that another person knows the PIN, the card is registered on a list of blocked cards and is blocked through Mastercard's international authorisation system. The card is also included on this list and blocked if we suspect unauthorised use.

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

If you have lost your card, but recover it, you can unblock your card in two ways, depending on how you blocked it:

- If you blocked your card via Danske Mobile Banking/Danske eBanking, you can usually unblock it in Danske Mobile Banking/Danske eBanking.
- If you called us on +45 70 20 70 20 and had your card blocked, you must call us again if you have recovered your card to have it unblocked.

2.8 Account entries

You must regularly check entries in your account. If the information on the statement does not match that on your receipts or the statement contains suspicious transactions, you must contact us as soon as possible. See 2.9 and 2.10 for more information on deadlines for revoking transactions.

As you do not present your card when making purchases online or by mail or telephone order, you should pay special attention to such purchases. The same applies to payments made using the contactless payment function, which are marked with the symbol for contactless payments in your account (see page 1).

2.9 Revocation of authorised payments

Payments which you have authorised cannot be revoked except in the situations specified below.

2.9.1 If you did not know the final amount when you authorised the payment

If you did not know the final amount when you authorised the payment and the amount charged to your account is considerably higher than you

could reasonably expect, you may be entitled to revoke the payment. This may be the case if, for instance, you rented a car or stayed at a hotel and allowed the merchant to subsequently charge petrol or mini-bar purchases to the account.

If you believe that you have the right to revoke a payment, you must contact us no later than eight weeks after the amount was charged to your account.

Once we have received your objection, we will investigate the matter. Normally, we will credit the amount to your account. If we find your objection unjustified, we will debit the amount to your account.

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

2.9.2 Online use etc.

If you have used your card to buy goods or services

- online
- by mail or telephone order
- in other situations in which you cannot present your card but must provide card data, for example the card number, to complete the transaction
- at self-service machines where your PIN is not required,

you may be entitled to revoke the payment if

- the merchant charged a larger amount to your account than agreed
- the ordered goods or services were not delivered
- you exercised your statutory or agreed right of cancellation by not accepting or collecting the ordered goods or services.

Before contacting us, you should always try to settle the matter with the merchant that charged the amount. You must be able to document that you have contacted or tried to contact the merchant.

If you believe that you have the right to revoke a payment, you must contact us as soon as possible and, if possible, no later than two weeks after you discovered that you may have such right. When we assess whether we have been contacted in due time, we attach importance to your duty to regularly check entries in your account (see 2.8).

You may revoke payments made in a number of different situations if the payment was made online, or by mail or telephone order. For more information, please contact us.

Once we have received your objection, we will investigate the matter. Normally, we will credit the amount to your account. If we find your objection unjustified, we will debit the amount to your account.

If we find your objection unjustified, we are entitled to charge interest from the date the amount was credited to your 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 Revocation of unauthorised payments

If you believe that your card has been used for one or more unauthorised payments, you must contact us as soon as possible. When we assess whether we have been contacted in due time, we attach importance to your duty to regularly check entries in your account (see 2.8). We must receive your objection within 13 months of the amount having been charged to your account.

Once we have received your objection, we will investigate the matter. Normally, we will credit the amount to your account. If we find your objection unjustified, we will debit the amount to your account.

If we find your objection unjustified, we are entitled to charge interest from the date the amount was credited to your 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 your card fraudulently, you will be liable in accordance with the rules specified in 2.11.

2.11 Your liability in case of unauthorised use

If your card and PIN have been subject to unauthorised use, you must cover losses up to DKK 375.

Your total liability is limited to DKK 375 if several of your cards for which you have a single PIN are used fraudulently in the same incident. It is a condition, however, that you block all cards with the same PIN issued by Danske Bank at the same time.

You must cover losses up to DKK 8,000 if we can prove that your PIN has been used and that

- you failed to notify us immediately after you discovered that your card was lost or that another person had found out your PIN, or
- you gave your PIN to the person who has used your card fraudulently, or
- you made unauthorised use of your card possible through gross negligence.

You must also cover losses up to DKK 8,000 if your card has been read physically or electronically, your signature has been forged and we can prove that

- you failed to notify us as soon as possible after you or any person to whom you had given the card discovered that the card was lost, or
- you or any person to whom you had given the card made unauthorised use of the card possible through gross negligence.

Your total liability cannot exceed DKK 8,000 per card. Your total liability is limited to DKK 8,000 if several of your cards for which you have a single PIN are used fraudulently in the same incident. It is a condition, however, that you block all cards with the same PIN issued by Danske Bank at the same time.

You are liable for the full loss if we can prove that you disclosed your PIN to the person who used the card fraudulently 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 have committed fraud or have deliberately failed to fulfil your obligations under the rules. These obligations include keeping your card and mobile

phone for Mastercard SecureCode safe (see 2.2.3), protecting your PIN (see 2.1) and blocking your card (see 2.7).

You are not liable for losses arising after we have been asked to block your card(s).

You can read more about your liability in sections 97, 98 and 100 of the Danish Act on Payments (a copy of the sections is attached to these card conditions).

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 areas of increased liability, Danske Bank is not 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 a third-party 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 liable 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.

2.13 Danske Bank's notification of unauthorised use and security threats and Danske Bank's right to block cards

We contact you if we suspect or discover

unauthorised use. [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 notice in Danske eBanking, Danske Netpost, e-Boks, by email or by telephone.

We are entitled to block your card if

- your account is closed
- your account is terminated, and notice of termination, if any, has expired
- you violate the Mastercard Direct card conditions
- your card has been used fraudulently or you suspect unauthorised use by a third party.

If we block your card, we may demand that all cards issued for the account be returned.

When we block the card, we will send you a notice stating the reason for and time of the blocking.

2.14 Card expiry and renewal

Cards are usually issued for a three-year period. The card is valid until the month of expiry embossed on the card. You cannot use the card

upon expiry. You will receive a new card before it expires, but you may also contact us to order a new card.

2.15 Return of cards

If you no longer want to use the card, you must return it to us. If the card or account agreement is terminated, you must send all cards issued for the account to us. If you send cards to us by mail, remember to cut them in halves.

2.16 Termination

You may terminate the card agreement without notice.

We may terminate the card agreement at three months' notice. The notice of termination will be sent to your last address known to us. If the card agreement is terminated, you will receive a proportionate reimbursement of any fees paid in advance for the card.

If you terminate the card agreement during the first six months, we may charge a termination fee (see the list of charges).

If you or Danske Bank terminates the agreement, you must return your card to us. If you return the card to us by mail, remember to cut it in halves.

2.17 Changes to card conditions

We may change the card conditions without giving notice if the change is to your advantage. Otherwise, changes are subject to three months' notice.

We will inform you of changes via our digital services or by letter.

When we change the conditions, you must inform us - before the changes take effect - if you do not want to be bound by the new conditions. If we do not hear from you, you will be bound by the new conditions.

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

2.18 Complaints

You should always contact your branch in case of a disagreement on your business relationship with us to make sure that such disagreement is

not based on a misunderstanding. Alternatively, you can call us on tel. +45 33 44 00 00 (open seven days a week).

If you still disagree or are not satisfied with the outcome of your complaint, you may contact Danske Bank's 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

If you are dissatisfied with the outcome, you may submit a complaint to

The Danish Complaint Board of Banking Services
(*Pengeinstitutankenævnet*)
Store Kongensgade 62, 2.
DK-1264 København K
Tel. +45 35 43 63 33
www.pengeinstitutankenævnet.dk
or

The Danish Consumer Ombudsman
The National Consumer Agency of Denmark
(*Forbrugerombudsmanden*
Forbrugerstyrelsen)
Carl Jacobsensvej 35
2500 Valby
Forbrugerombudsmanden@kfst.dk

If you want to complain because your card has been blocked, you must also contact your branch. If you are dissatisfied with the outcome, you may submit a complaint to

The Danish Data Protection Agency
(*Datatilsynet*)
Borgergade 28, 5. sal
DK-1300 København K

3 Card expenses

3.1 Fees

Our Mastercard Direct fees appear on the list of charges, and the tariff of charges available at www.danskebank.dk and at all our branches.

Danske Bank and certain merchants may charge a fee when you use the card. Merchants in Denmark that charge a fee when you use the card must inform you of such fee before the transaction.

We may lower fees without notice. We may raise fees that you pay on a regular basis at three months' notice if

- market conditions, such as competition in or outside Denmark, justify adjustment of one or more fees
- we decide to adjust our general fee structure and pricing policy in the ordinary course of our business, for example on the basis of earnings considerations or to use our resources or capacity in a more expedient manner
- the basis on which your specific fee terms were determined changes materially; the relevant changes are changes in your personal situation, for example in the amounts of your deposits, loans or credit facilities.

If we introduce new fees (fees for services for which we have not previously charged a fee) re-

lating to your Mastercard Direct agreement in the ordinary course of our business, we will do so at six months' notice. New fees may be introduced, for instance on the basis of earnings considerations or to use our resources or capacity in a more expedient manner.

We will announce changes to fees via our digital services or by letter. We will state the cause of the change – possibly by referring to one of the bullet points above.

We will advise you via our digital services or by letter if a change in the conditions on which your individual fee terms were based prompts changes to fees.

3.2 Interest and commission

Contact us for information about the interest and commission rates applying to the account for which your card has been issued.

3.3 Information about commission

Please note that Danske Bank receives commission when you use your card at merchants.

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 fixed by Mastercard at any time (see www.nets.eu/valutakurser - website available in Danish only) plus a variable margin fixed by Danske Bank (see the list of charges). Exchange rates change continually and without notice.

An exchange rate may change from the time you use your card until the amount is charged to your account.

3.5 Merchants' currency conversion

If you use your card outside Denmark, the merchant may propose, before processing the payment, to convert the amount into Danish kroner. Before you accept this conversion, the merchant must inform you of any fees and the applicable exchange rate. The exchange rate used by the merchant may differ from the one used if you decide not to let the merchant make the conversion.

4 Use of personal data

4.1 Information about purchases and cash withdrawals

When you use your card, the card number, the total amount of the purchase or cash withdrawal and the date and place of use are recorded.

The information is stored with us, the merchant and the merchant's bank or Nets, and is used for bookkeeping, for instance to ensure correct processing of payments, on billing statements and for any subsequent correction of errors.

The information is passed on to other parties only if required by law, to enforce legal rights or to prevent unauthorised use of the card. We keep the information on file for the current year plus the following five years.

When you register for Mastercard SecureCode, Nets will register your mobile phone number to be able to send you one-time passwords.

6 Registration of blocked cards

If your card is blocked, we will register your card number in our register of blocked Mastercard cards. Blocked cards may also appear on Mastercard's list of blocked cards.

7 New copies of card conditions

If you need a new copy of these card conditions, please find it at www.danskebank.dk or contact your branch.

The Danish Act on Payments

Liability rules

97. Objections 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) Objections against 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 not 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) or (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 (1) to (6) 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 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.

This is a translation of an original document in the Danish language. In case of discrepancies, the Danish version prevails.

