

# General terms and conditions for the consumer loan

## 1 Scope and definitions

These terms and conditions shall apply to consumer loans granted to its customers by Danske Bank A/S, Finland Branch (hereinafter "the Bank").

In addition to these general terms and conditions, the terms and conditions for electronic communication, as well as the terms and conditions related to other services used by the debtor, valid at the given time, shall be applied.

In addition, the applicable parts of the General Terms and Conditions for Euro-denominated Payments Transmitted within the Single Euro Payments Area and the General Terms and Conditions for Outgoing and Incoming Currency Payments apply to loan drawing transactions. Such loan drawing transactions include transferring a consumer loan from or to a credit account.

In case of differences between language versions, the Finnish terms and conditions shall have precedence.

In these general terms and conditions, the following definitions apply:

**Remote sales** refers to a situation where an agreement on a service is entered into by means of distance communication in such a manner that the customer does not meet the Bank's representative in person when the agreement is concluded. The use of eBanking or telephone banking services in connection with an existing agreement is not regarded as remote sales.

Loan drawing transaction refers to a payment transaction, such as an account transfer, from a credit account.

**Credit costs** refer to the total aggregate amount of the interest, expenses and other charges, known to the Bank and payable by the debtor under the debt relationship, including the cost of any insurance policies and any other additional services related to the credit agreement, if entering into an agreement concerning the additional service is a prerequisite for obtaining the credit under the marketed terms and conditions.

**Credit agreement** refers to the Consumer Loan Agreement, its General Terms and Conditions and the appendix concerning the grounds for and amounts of charges and fees charged on the debt.

**Banking day** refers to a day on which a debtor's and a payee's service providers are open so that they may, for their part, execute a loan drawing transaction. Banking days comprise the days of the week from Monday to Friday, excluding Finnish public holidays, Independence Day, May Day, Christmas Eve, Midsummer's Eve and any days not otherwise considered to be banking days.

**Bank identifiers** refer to the identifier comprised of a user ID, a personal password and a safety card.

**Effective annual interest** refers to the interest percentage determined by calculating the credit costs as annual interest on the amount of the debt, considering amortization instalments.

## 2 Prerequisites for loan withdrawal

The withdrawal of the credit requires that:

- the debtor has signed the credit agreement;
- the Bank has, when granting the credit, received the security agreed upon, and all security documents concerning the pledge or guarantee are held by the Bank as binding and undersigned copies;
- any other terms and conditions set for the withdrawal of the credit or part thereof are fulfilled.

The Bank is entitled to reject the withdrawal of the credit of a part thereof, provided that grounds for accelerating the credit exist or that an entry for payment default was recorded against the account holder after the credit was granted.

## 3 Use of the credit

Up to the limit mentioned in the credit agreement, the debtor may draw the loan via eBanking or telephone banking services or at a branch of the Bank. The Bank is entitled to set upper and lower limits on withdrawals.

The debtor accepts the transaction of drawing the loan from his or her credit account, by signing the withdrawal receipt or by accepting the loan drawing transaction when using eBanking or telephone banking services using his or her bank identifiers.

The debtor can no longer cancel the loan drawing transaction after accepting it in the manner described above. However, if the parties agree on the cancellation of a loan drawing transaction after such acceptance, the Bank is entitled to charge the debtor for the cancellation costs.

#### 4 Time of execution of the loan drawing transaction

The loan drawing transaction is debited from the debtor's credit account or entered into the credit account no later than during the next banking day following the day of receiving the transaction.

#### 5 Limiting the use of credit

The Bank shall have the right to prevent the debtor from using the credit, if

1. there is reason to suspect that the credit is being used in an unlawful or fraudulent manner;
2. the risk that the debtor cannot meet his or her payment obligations has increased markedly;
3. the debtor has filed an application referred to in the Act on the Adjustment of the Debts of a Private Individual to a court of law;
4. if a private guarantor or a private pledger has informed the Bank that he or she will no longer be liable for any new credit withdrawn.

The Bank shall immediately inform the debtor of any such block on the use of the credit. In this case the Bank is entitled to give notice on the agreement and accelerate the credit in accordance with section 11 of the general terms and conditions.

#### 6 Right of cancellation

##### 6.1 Right to cancellation

The debtor has the right to cancel the credit agreement by notifying the Bank of the cancellation within 14 days after the debtor has received a permanent copy of the credit agreement and its terms and conditions and, in remote sales, the preliminary information. The credit agreement to be cancelled must be specified in the notification.

If the debtor cancels the credit agreement, the Bank shall charge, as compensation, interest on this credit for the period during which the credit has been at the disposal of the debtor. If the credit agreement was made through remote sales, the Bank has the right to demand as compensation the actual annual interest on the credit for the time the credit facility was at the debtor's disposal. The amount of the interest payable is stated in the agreement.

The debtor must, without delay and within 30 days of sending the notice of cancellation, return in full the assets received on the basis of the agreement under risk that the cancellation shall otherwise lapse.

##### 6.2 Releasing the security

If a security has been provided for the credit to be cancelled, the Bank shall release the security the time when the debtor repays, with interest, all of the assets he or she has received based on the credit agreement.

##### 6.3 Non-binding nature of related agreements

Another agreement related to the credit agreement shall not be binding on the debtor when he or she cancels the credit agreement, if the related service is provided by the Bank or a third party based on an agreement or another arrangement between the third party and the Bank.

If the debtor wishes to continue the related agreement despite cancelling the credit agreement, he or she shall inform the Bank thereof within 30 days of sending the notice of cancellation.

#### 7 Credit limit

The customer specifies the desired credit limit in the application. The Bank is entitled to grant a credit limit that deviates from the one applied for.

#### 8 Interest

##### 8.1. Interest on the credit

The total interest rate of the credit is made up of the reference rate of interest agreed on in the agreement and the margin. However, the total interest rate is always subject to a maximum rate of 20%.

For credit withdrawn after 1. October 2023, the total interest rate on the credit may not exceed the reference rate referred to in section 12 of the Interest Act plus 15 percentage points. However, the total interest rate will not rise

above 20%. The interest rate cap is adjusted every six (6) months in accordance with changes in the reference interest rate referred to in section 12 of the Interest Act.

The Bank always complies with the interest rate cap in force at any given time in accordance with the Consumer Protection Act.

### **8.2 Effect of change in the reference rate on the credit interest rate**

The Euribor rate is the reference rate for the euro zone money markets. The value and quotation dates for this reference rate of interest are based on what effectively applies to international practice at the time. The interest on the credit remains the same during the rate reset period. The length of the interest rate reset period is indicated by the designation of the reference rate of interest.

The reference rate is adjusted on interest adjustment days; namely the first days of March, June, September and December. If the Euribor is not quoted on the interest adjustment day, the reference rate shall be the reference rate quoted on the following day the rate is quoted. If the value of the reference rate changes on the adjustment day, the interest rate on the loan is changed by a corresponding amount. Any changes in interest rates are applicable immediately as of the adjustment dates with no advance notification.

### **8.3 Notification of interest rate**

The Bank notifies the debtor of the interest rate for the rate reset period afterwards on a monthly invoice.

### **8.4 Interest days**

Interest is calculated from the withdrawal day to the due date, and then monthly on the balance of the credit. Interest shall be calculated on the basis of the actual number of days elapsed, using the divider 365.

### **8.5. Cessation or material changes to the reference rate (Euribor)**

If Euribor is discontinued, the lender will choose as a replacement reference rate a reference rate, which is formally designated or recommended as the replacement for Euribor by the administrator of Euribor or any applicable authority or regulator.

If no replacement reference rate is designated for Euribor, the lender will choose a replacement reference rate. When

choosing the replacement reference rate the lender will, where reasonably possible, take into account relevant market precedents as well as published recommendations and guidance from associations and public bodies involved in the establishment of market standards in the relevant markets.

If Euribor does not cease to exist but is materially changed in lender's reasonable opinion, the lender will nominate a replacement for Euribor by using the above mentioned principles.

If the discontinuance of Euribor is temporary or if Euribor otherwise becomes inaccessible, the lender will nominate a replacement reference rate for this temporary period by using the above mentioned principles.

The replacement reference rate will apply from the moment where the lender informs the debtor about the change.

### **8.6 Penalty interest**

If the monthly payment is not remitted so that it is received by the creditor bank on the due date, the debtor shall be liable to pay annual overdue interest on the amount delayed from the due date to that date when the payment has been received by the creditor bank.

The rate of interest for late payment is 7 percentage points higher than the reference rate of interest referred to in the Interest Act (633/1982).

If the interest collected by the Bank before the expiry of the debt is higher than that specified in the Interest Act as outlined above, the Bank is entitled to apply this higher rate as the overdue interest rate for a maximum period of 180 days from the date the entire debt has become due for payment; however, not longer than until a court of law has issued its verdict regarding the debt. After this, the penalty interest is determined according to the Interest Act.

## **9 Repayment of the credit**

The due date of the credit is the monthly due date set forth in the credit agreement. On the due date the debtor must pay at least the monthly instalment, which is the monthly minimum agreed by the Bank and the debtor. The monthly instalment comprises the amortisation, the interest and any fees charged. However, the minimum instalment is always at least equal to the total of possible interest charges and fees. Payments are valid only when paid to an account number held by the Bank.

If the due date is not a banking day, the payment date of the credit, the interest charged on it and the costs of managing the credit are transferred to the following banking day. If the payment day is transferred, the Bank shall be entitled to charge the interest rate applied during the then current rate reset period from the due date to the new payment date on the entire unpaid balance of the credit. Each year the debtor shall be entitled to two non-consecutive payment-free months, to be agreed with the Bank and as of a time to be announced by the Bank. The interest and any fees incurred during the payment-free month are included in the next monthly instalment.

The debtor has the right to repay the credit prematurely, in full or in part by notifying the Bank thereof.

If the debtor repays the credit prematurely in full or in part, the proportion of the credit costs for the unused period of credit shall be deducted from the Bank's outstanding claim. However, the Bank is entitled to charge in full the costs related to establishment of the credit specified in the credit agreement.

The Bank is entitled to receive compensation for any costs arising from any collateral arrangements regardless of the full or partial premature repayment of the credit.

#### **10 Debtor's right to allocate the payment**

If the debtor has several credits from the Bank, the debtor is entitled to determine the credit to which he or she wishes to allocate the payment. The Bank will determine which instalments of a given credit the payment shall cover.

#### **11 Special grounds for acceleration of the credit**

##### **11.1 Acceleration due to delayed payment**

The agreement will terminate and the credit fall due for payment upon the written demand of the Bank if the debtor fails to pay the principal, interest, commission or penalty interest by the due date, if payment has been delayed for a minimum of one month and remains unpaid.

The Bank shall not have the right to accelerate the loan if the delay is due to the debtor's illness, unemployment or another comparable factor not attributable to him or her. However, the Bank shall be entitled to accelerate the loan if, considering the duration of the delay and other circumstances it

would be clearly unreasonable for the Bank to continue the loan relationship.

##### **11.2 Acceleration due to reasons other than payment default**

The loan will become due and payable upon written demand by the Bank if:

- the debtor or one of the debtors has given the Bank misleading information, which may have affected the granting of the credit or its terms and conditions;
- the debtor or one of the debtors dies;
- the collateral securing the credit is liquidated;
- insuring the collateral securing the credit has been neglected, or
- the debtor or any of the debtors is in essential breach of the credit agreement.

If bankruptcy proceedings are initiated concerning the debtor, the debt becomes due for immediate repayment.

If the guarantor or one of the guarantors dies or is declared bankrupt, the debtor or co-guarantor must obtain a new Bank-approved guarantor or another security approved by the Bank must be found within the time stipulated by the Bank of one month at minimum. Otherwise, the Bank may cancel the credit in writing and demand repayment of the debt with immediate effect.

If the Bank indicates that the security given can no longer be regarded as sufficient and a decline in the security value derives from the actions of the debtor or the owner of collateral, the debtor must, during the time limitation of at least one month as stipulated by the Bank and in a manner approved by the same, increase the security or reduce the debt by an amount reported in writing by the Bank. Otherwise the Bank may cancel the credit in writing for immediate repayment.

##### **11.3 Validity of acceleration**

Acceleration of the debt becomes valid within four weeks from the date when the notice concerning acceleration was sent to the debtor; if the debtor has received prior notice concerning delays in repayment or another breach of contract, the time is two weeks. If the debtor rectifies his or her breach of contract within the time specified above, the acceleration shall lapse. If the debtor or one of the debtors is declared bankrupt, the credit shall fall due for repayment immediately.

If the credit is accelerated, the proportion of the credit costs for the unused period of credit shall be deducted from the outstanding amount. However, the Bank is entitled to charge in full the costs related to establishment of the credit specified in the credit agreement.

## 12 Changes to charges and fees

Due to a decision or order of an authority or changes in legislation, the Bank may increase the fees and commissions charged on the credit pursuant to the Credit Agreement by the amount corresponding to the change in the cost level, provided that the grounds for the change directly concern the Credit Agreement in question. The increase shall not exceed the effective increase incurred to the Creditor in the costs subject to which the fees and commissions in accordance with the Credit Agreement are charged. It is enough, however, if the increase only roughly corresponds to the effective cost increase.

The right of the Bank to the above-mentioned increase shall end when its grounds no longer exist.

The bank shall inform the debtor of any change in writing or electronically as otherwise agreed. The change will take effect on the date announced by the Bank, but not earlier than two (2) months from the date on which the notification was sent. The agreement will continue with the changed contents unless the debtor notifies the Bank in writing or electronically in a separately agreed manner that he/she objects to the change by the notified effective date.

## 13 Exchange rates

The loan drawing transactions, as well as the expenses and fees, are debited from the debtor's credit account using the same currency as that of the account. Loan drawing transactions executed in currencies other than Euro will be converted to Euro according to the currency exchange rate specified by the Bank. The Bank shall have the currency exchange rates and other information applied to loan drawing transactions on display for the debtor in its branch offices or in electronic format. The currency exchange rates are determined according to the rates valid on the day when the loan drawing transaction is debited from the debtor's account. Any changes in currency rates will be applicable immediately with no advance notification. The changes in currency rates will be notified in arrears in an invoice or account statement issued once a month.

## 14 Use of information from the Credit Information Register and Positive Credit Register

The Bank uses the debtor's/guarantor's/pledgers personal credit information when granting and monitoring credit and changes to it and accepting guarantees and securities. The credit information is obtained from the credit information register specified in our Privacy Notice.

In order to assess creditworthiness and check that information concerning the consumer is up to date, information from the Positive Credit Register is retrieved and information retrieved from the register about the amount of credit and any other liabilities of the debtor, any arrears, information about the customer's income, and any voluntary credit ban the customer may have, is used when granting credit. Positive credit information is used to assess the creditworthiness of the debtor when concluding a credit agreement, when increasing the amount of credit or credit limit or when the customer applies for another change in credit terms that requires a creditworthiness assessment, and to fulfil the Bank's statutory obligations related to credit risk management. The Bank submits to the Positive Credit Register the statutory information about credits, credit participants and security. Information about changes in the amount of credit, its participants or credit terms, any arrears and the repayment or transfer of credit to another creditor is also reported to the Positive Credit Register.

### Reporting a default to a credit information register

If the debtor fails to make a payment, the Bank is entitled to report a default in payment obligations arising from a credit agreement to a credit information register if the payment was delayed for more than 60 days after the original due date specified in the notification and the Bank and the debtor have not entered into a new payment agreement after the original due date, or if the registration is otherwise allowed in accordance with legislation or a decision by the data protection authorities.

## 15 Notices, disclosure of information and communications

### 15.1 Bank's right to notify the guarantor and third-party provider of security of the debtor's solvency

The Bank shall have the right to provide the guarantor and a third-party provider of security with information on all of the debtor's commitments in Danske Bank A/S, Finland Branch and Danske Mortgage Credit Bank Plc payment defaults and on other circumstances affecting the debtor's solvency.

### 15.2 Debtor's obligation to disclose information

The debtor must notify the Bank without delay of any changes of name or address. The debtor must provide the Bank at its request with information affecting his or her financial position and other information concerning the obligation of the debtor to the creditor that is necessary to the Bank as credit granter.

### 15.3 Communications and date of service of a notice

The Finnish or Swedish languages may be used for communication between the debtor and the Bank according to the debtor's choice.

Information concerning the consumer loan agreement and invoicing may be distributed via the eBanking services only, if the debtor has agreed on the use of eBanking services and the related electronic archive with the Bank. In other cases, information will be provided in writing to the debtor's address as reported to the Bank or the Register Office.

If the debtor wishes to receive information more frequently than in an invoice or account statement sent once a month or in some other manner or media than those agreed, the Bank is entitled to charge a fee according to its service price list for providing such information.

Any written notification sent by the Bank to the debtor is considered to have reached the recipient no later than on the seventh (7th) after sending, if it was sent to the address most recently submitted to the Bank or the Register Office. If the notification was sent using the agreed-upon means of distance communication, the notification shall be regarded as having been received by the recipient on the seventh day after the day it was sent.

The debtor shall submit all notifications concerning the consumer loan agreement and invoicing in writing to the address specified in the consumer loan agreement or as otherwise separately agreed. The Bank is deemed to have received the notification no later than on the seventh (7th) day after the day it was sent.

### 16 Right to make changes

The Bank is entitled to alter the terms and conditions of the loan by delivering an advance notification to the debtor in writing or electronically as separately agreed, provided that the change does not increase the liabilities of the debtor or

diminish his or her rights or that it is due to amended legislation or by the decision of public authorities.

The debtor shall be regarded as having accepted the changes proposed by the Bank, unless he or she presents his or her objections to the changes by their proposed date of entry into force. The debtor shall be informed of any changes at least two months before the change enters into force.

### 17 Liability of the Bank and its limitations

The Bank is liable to compensate for losses incurred by the debtor due to actions that are in breach of this agreement.

However, the Bank shall not be held liable for indirect loss such as loss of income or earnings, interest loss, unattained profit, reduction or interruption of business operations, claims presented by a third party to the debtor, or any other similar loss that is difficult to predict.

If the debtor is directly or indirectly subject to sanctions by or under the influence of the United Nations, the United Kingdom, the United States, the European Union or any Member State of the European Economic Area, or any local competent authority, the Bank shall have the right to restrict the use of credit, or to terminate or cancel the agreement.

The Bank shall not be held liable for any indirect or direct loss that may result from the inability to use the credit or from any other sanction-related measures that the Bank, in its sole discretion, deems necessary.

### 18 Force Majeure

A party to the agreement shall not be held liable for losses if it can demonstrate that it was prevented from meeting an obligation due to an exceptional and unforeseen reason that is beyond the party's control and the consequences of which it would not have been able to avoid through careful action. Furthermore, the Bank shall not be liable for losses if meeting the obligations based on this agreement would be against the Bank's obligations as otherwise provided by law. A party to the agreement is obligated to inform the other party of the force majeure as soon as possible. If force majeure affects the Bank, the Bank may report the matter in national daily newspapers.

### 19 Termination of the credit agreement

The Debtor shall have the right to terminate this agreement effective immediately. The Bank shall have the right to terminate this agreement with two months' notice.

If the agreement ends by termination, the right to use the credit is cancelled, and the remaining debt shall be repaid in compliance with the terms and conditions valid at the time.

### 20 Validity of the agreement

This credit agreement shall be valid for a fixed term.

### 21 Supervisory authorities

The Bank's operations are supervised by the Finanstilsynet, Århusgade 110, DK-2100 Copenhagen Ø, Denmark, telephone +45 33 55 82 82, [www.finanstilsynet.dk](http://www.finanstilsynet.dk).

Within the scope of the authority, the operations of the Bank are also supervised by the Financial Supervisory Authority, Snellmaninkatu 6, P.O. Box 103, FI-00101 Helsinki, Finland.

The Bank's activities are supervised in the case of consumer issues, also by the Consumer Ombudsman ([www.kkv.fi](http://www.kkv.fi)), Finnish Competition and Consumer Authority, P.O. Box 5, FI-00531 Helsinki Finland, telephone +358 (0)29 505 3000 (switchboard).

### 22 Legal remedies outside courts of law

The debtor may submit a dispute concerning the general terms of the credit and the credit agreement for consideration by the Finnish Financial Ombudsman Bureau (FINE, [www.fine.fi](http://www.fine.fi)) or the Bank Board operating in connection with it, or the Consumer Disputes Board ([www.kuluttajariita.fi](http://www.kuluttajariita.fi)).

### 23 Applicable law and place of jurisdiction

The debtor may take legal action concerning disputes arising from the debt relationship against the Bank in the District

Court of Helsinki, or in the district court of the locality in Finland under whose jurisdiction the account holder's domicile or permanent residence falls. If the debtor has no residence in Finland, disputes shall be settled in the District Court of Helsinki.

Finnish law shall be applicable to this debt relationship.

### 24. Privacy Notice

We register and use data about you to offer you the advice and solutions, and to comply with the legal requirements that apply to us as a financial institution. You can read more about what data we register, how we use it and your rights in our privacy notice [www.danskebank.fi/privacystatement](http://www.danskebank.fi/privacystatement), which can also be provided in hard-copy for you. The notice also provides contact information if you have questions.

**Extract from the price list, 1<sup>st</sup> September 2019: Consumer loan**

**Appendix to the consumer loan agreement, expenses and fees**

The service price list valid at the time of signing of the consumer loan agreement includes the expenses and fees related to the granting, withdrawal, use, repayment and other maintenance and service of the credit, and the expenses and fees arising from payment default or another breach of contract:

Consumer loan's service charges	Price
Annual fee, % of the approved credit limit	3,5% at most EUR 150
Set-up fee	Included in the annual fee
Withdrawal commission, % of the amount withdrawn	Included in the annual fee
Invoicing fee (includes debiting the account to repay the credit debt)	Included in the annual fee
Raising the credit limit	Included in the annual fee
Changing the payment schedule	EUR 5
Payment reminders	EUR 5
Certificate of interest paid	EUR 10
Payment default and other breaches of contract are subject to costs, which are the responsibility of the debtor. Such expenses include legal costs, collection agency expenses, or fees charged by the execution authority. The amounts to be paid are based on legislation and the price lists of various service providers which are valid at any particular time.	

The prices are the valid minimum rates and the Bank has the right to change these. If the cost of the work arising from the customer's request exceeds these rates, the actual cost of the work will be charged. The Bank is entitled to debit the expenses and fees from the customer's account.