General conditions for loans and credits for personal purposes

This document has been translated from Danish into English. However, the original Danish text is the governing text for all purposes, and in case of discrepancy the Danish wording will be applicable.

The General conditions for loans and credits for personal purposes are effective from 1 January 2019. The conditions can also be seen on nordea.dk.

These general conditions are applicable to all loans and credits between the customer and Nordea Danmark, filial af Nordea Bank Abp. Finland (the "bank") unless otherwise specifically agreed in respect of the loan/credit.

1 General terms and conditions
This loan or credit is subject to the bank’s General terms and conditions for personal customers.

The customer has received a copy of the General terms and conditions.

The provisions in condition 12(j) (about the bank’s right to terminate loans and credits if the customer defaults on other loans and credits with the bank) and condition 12(k) (about the bank’s right to terminate loans and credits in the event that the demand for security is not satisfied after notification that the value of the assets charged has been reduced according to condition 27) only apply to loans and credits established after 2 January 2017 and will not have effect in respect of loans and credits established prior to this date. The provision in condition 4 governing individual interest rate changes applies to all loans/credits established on or after 1 January 2019 and to loans/credits granted after 1 January 2018 if the loan agreement specifies that the interest rate may be changed as a result of changes in the borrower’s individual circumstances.

2 Netbank and Netbank konto-kik
The customer must have active access to Netbank or Netbank konto-kik and follow messages from the bank about change of interest rates.

3 Interest and commission
The interest and commission rates are variable unless otherwise agreed. Consequently, the bank may change the rates at any time.

4 Change of interest rates
General interest rate changes
The bank may change its rates without notice due to external factors such as:
- the general level of interest rates, including bond yields, money market rates and other market rates, changes
- funding costs change
- changes are introduced in the credit and monetary policy in Denmark or abroad
- the use of monetary policy instruments is changed.

The bank may change its rates by giving one month’s notice if such change is ascribable to market, cost-, legislative, risk- or earnings related conditions including:
- a more appropriate use of the bank’s resources
- increased costs for raising capital, including for example higher capital, liquidity and solvency requirements
- the cost development in the bank
- if there is a sustained imbalance between market rates
- increased operational risk for the bank
- contribution to general guarantee schemes or
- increased overall credit risk for the bank.

However, for mortgage-like loans, rates may be changed by giving six months’ notice. The customer must have received notice six months before the change takes effect. However, this does not apply to interest changes due to external factors, see above.

Individual interest rate changes
The bank may change its rates by giving three months’ notice in the following cases:

i) if there are material changes in the customer’s individual financial standing, including the customer’s assets and repayment ability, which the bank used for setting the rate of interest at the time when the loan/credit was granted, and/or

ii) if there are material changes in the customer’s individual financial standing, including the customer’s assets and repayment ability, which the bank used for setting the rate of interest at the time when the loan/credit was granted.

For mortgage-like loans, however, the period of notice is six months.

The bank will provide information on any change of interest rates through Netbank or Netbank konto-kik before the change comes into force.

If the interest rate follows a reference rate, the customer will be notified about any change of the interest rate at regular intervals in the above way or in bank statements. Changes can also be seen on nordea.dk.

5 Calculation (value-dating) and application of interest
The value date is the date from which any deposit, withdrawal or other movement on the account affects the calculation of interest. For deposits the value date is usually the first business day after the deposit is made on which the bank’s physical branches are open. For withdrawals the value date is usually the date on which the deposit is made. For withdrawals the value date is usually the date on which the funds are withdrawn.

The bank’s physical branches are not open for business on Saturdays, Sundays and holidays, the Friday after Ascension Day, the Danish Constitution Day (5 June), the day of Christmas Eve and the day of New Year’s Eve.

The interest amount applied will appear from bank statements, summaries of accounts or other specifications.

6 Adjustment of the amounts payable
Any increase of the interest rate without a simultaneous adjustment of the agreed amounts payable may result in an extension of the agreed term of the loan. In order to prevent any such extension, the...
11 Termination and repayment

The bank may call in the loan or the credit by giving three months’ notice and demand payment of the entire debt in case of a reasoned motivation.

12 Default and other reasons of termination

The bank may call in the loan or the credit without giving notice. Termination occurs by notification to the bank and payment of the loan amount accrued interest and costs.

If a fixed debit interest rate has been agreed for the loan or the credit, the bank is entitled to compensation in case of early repayment, see condition 19.

13 Reservations as to transfers

If the event that the account on which the amount payable in respect of the loan or the credit is withdrawn does not hold sufficient funds to meet such payment, the bank may omit to transfer the amount or reverse it.
14 **Set-off**

The bank may, without giving advance notice to the customer, set off any amount due from the customer to the bank against any amount due from the bank to the customer. The bank will not set off any amount against that part of the customer’s wages, salary, benefits or allowances etc which is necessary to cover the ordinary costs of living. Under Danish law certain deposits enjoy special protection and are thus exempted from set-off.

15 **Bank statements**

The bank regularly sends bank statements and summary of accounts to the customer in paper-based form or via another durable medium, for example Netbank, Netbank konto-kik or e-mail.

16 **Enforcement**

The instrument of debt may serve as the basics for enforcement; see section 478 of the Danish Administration of Justice Act.

17 **Liability**

The bank is liable to pay damages if, due to errors or negligence, the bank’s performance of agreed obligations is late or defective.

Even in areas subject to stricter liability, the bank is not liable for any loss caused by:
- breakdown of/lack of access to IT systems or damaged data in such systems as a result of the below events, whether the bank itself or an external supplier is responsible for operating the systems
- actual or imminent acts of God, war, insurrections or civil commotion
- failures of the electricity supply or telecommunications,
- statutory intervention or administrative orders,
- sabotage, terrorism or vandalism (including computer virus and hacking)
- strikes, lockouts, boycotts or blockades, whether or not the dispute is aimed at the bank or the bank or its organisation has started the dispute, and notwithstanding the reason for the dispute this also applies if the dispute solely affects parts of the bank
- other circumstances which are outside the control of the bank.

The bank will not be exempt from liability:
- if the bank should have anticipated the cause of the loss when the agreement was entered into, or should have avoided or overcome the cause of the loss
- if the bank, in any case, is liable for the cause of the loss according to legislation.

18 **The bank’s liability in respect of associated credit agreements**

Claims against the bank resulting from the fact that the loan or the credit is subject to the provisions of the Credit Agreements Act about associated credit agreements cannot exceed the size of the loan or the credit at the date when the customer submits the claim to the bank.

19 **Early repayment**

If a fixed debit interest rate has been agreed for the loan or the credit, the bank is entitled to compensation in case of early repayment, in full or in part, of the loan. The compensation will generally be fixed at the bank’s actual loss as a result of the early repayment.

The bank can require as a minimum that the compensation is fixed as follows: 0.5 per cent of the amount repaid if the remaining term to maturity at the date of repayment is less than one year and 1 per cent in case of a remaining term to maturity of more than one year.

The compensation cannot exceed the interest amount which should have been paid in the period between the early repayment and the agreed expiry date of the loan or the credit.

20 **Right of cancellation**

The customer can cancel an agreement about a loan or credit by giving the bank written notice, for example by letter, e-mail or via Netbank before expiry of the right of cancellation.

The period of cancellation is 14 calendar days. The period is generally counted from the date when the customer has entered into the agreement about the loan or the credit or the later date where the customer has received information about the right of cancellation. If the last day is a holiday, Saturday, the Danish Constitution Day (5 June), the day of Christmas Eve and the day of New Year’s Eve, the period will expire on the following business day.

The customer is entitled to receive a number of details about the right of cancellation. The period of cancellation does not start before the customer has received these details in paper-based form or via another durable medium, for example Netbank, Netbank konto-kik or e-mail.

21 **Cost relating to the right of cancellation**

In case an agreement about a loan or credit is cancelled, the customer must pay the borrowed amount plus interest accrued from the date when the loan or the credit was utilised until the date when the bank receives payment. In addition, the customer must pay any costs that have been paid to authorities and which cannot be refunded, for example registration costs. It is a condition that the amount is paid to the bank no later than 30 calendar days after the customer has notified the bank that he or she would like to cancel the agreement.

22 **Amendments to these conditions and Application of Danish law**

These general conditions for loans and credits can be amended to the detriment of the customer by giving three months’ notice by notifying the customer by letter or via another durable medium, for example Netbank or Netbank konto-kik. Amendments in the customer’s favour can take effect without notice. Subsequently, the bank will notify the customer of such amendments.

The provision in condition 4 about change in interest rates can, however, be changed by giving one month’s notice by notifying the customer by letter or via another durable medium, for example Netbank konto-kik. Danish law will be applicable to the settlement of any disputes arising from the loan or credit.

23 **Complaints and supervision**

If a disagreement with the bank is not settled to the customer’s satisfaction, complaints may be submitted to the customer ombudsman (kundeservicechefen), who is responsible for complaints. The customer should contact
27 **Reduction in the value of the security provided**

If the value of the assets charged is materially reduced, the bank may demand that within a time limit (of at least one month) determined by the bank, the outstanding debt should be reduced or additional security should be provided which is acceptable to the bank. If the time limit is not observed, the bank may terminate the loan or credit, see condition 12(k).

However, this condition does not apply if a property mortgaged serves as the customer’s primary dwelling unless the reduction in the value of the property is attributable to neglect.

28 **Costs relating to the charge**

The bank may demand payment of a custody fee for the assets charged.

The bank may also demand that the customer pays any expenses incurred by the bank in attending to its interests as charge, including the payment of any insurance premiums, expenses for inspection of the assets charged, legal fees etc.

29 **Income from the charge**

The charge includes any income from the charge, such as interest, dividends, bonus on life insurance policies and proceeds of bonds drawn. Furthermore, the charge includes the right of shareholders to subscribe for new shares, receive bonus shares, subscribe for convertible bonds etc.

The charge also includes any sums insured or rents received in respect of the assets charged.

30 **The bank’s rights to claims charged**

The bank may exercise all the rights of the charger to the claims charged. The bank may thus receive and give receipt for any amount, effect termination or recovery and issue documents of assignment to itself or any other party. The bank may also withdraw funds from any deposit accounts charged.

31 **Voting rights pertaining to shares and similar securities**

The voting rights pertaining to shares and similar Securities charged, accrues to the bank only where this is provided for in the charge document.

32 **Bonds drawn**

If any bonds charged are drawn, and other bonds are bought with the proceeds of those drawn, the bank is authorised to request VP Securities to register the bank’s rights as pledgee in respect of such new bonds.

33 **Reversal of payments made by the customer**

In the event of reversal of any payment made by the customer in full or in partial settlement of the debt secured by the charge, the charger is under an obligation to reestablish the charge whether or not the bank may have released such charge.

34 **Realisation of the assets charged**

If the bank has to sell the assets charged in order to enforce its claim, such assets will be realised by a forced sale.

However, the bank may sell any charged assets to its own accord. Any security registered with VP Securities and any securities listed on Nasdaq OMX in Copenhagen or on any stock exchange outside Denmark, may also be sold of the bank’s own accord or of the accord of any member of the stock exchange.
Prior to any such sale the bank will request the charger by registered ledger to meet the bank’s claims within one week. However, this does not apply where an immediate sale is necessary to avoid or limit a loss.

The general conditions will become effective on 1 January 2019 and replace previous versions.