

## 1. GENERAL TERMS AND CONDITIONS GOVERNING ACCOUNTS CHANGES 1.10.2019

### Definitions

Added definitions for

- **Online service for the payment account:** An electronic service that enables the management of the payment account through e.g. the internet. Hereinafter, this will be referred to as *online service*.
- **Service Price List:** The Bank's fees and charges are available in the current service price list. In addition, the most representative services related to payment accounts are collected into the document Statement of Fees. The Service Price List and the Statement of Fees are available in the bank's offices and on the Bank's website.
- **Glossary:** The Bank maintains a comprehensive glossary based on the respective EU glossary, concerning the most common services for payment accounts. The glossary is available at the Bank's offices and on its website.
- **Account information service:** Account information service refers to a service in which a Bank-external service provider obtains and delivers, through an information network, information concerning the account holder's payment accounts kept by the Bank.
- **Confirmation of the availability of funds:** The confirmation of the availability of funds refers to the Bank's confirmation to a Bank-external service provider through an information network that the customer's payment account at that particular moment, in time has sufficient funds for the execution of a card payment transaction.

### Added a new section 1.3: Processing of personal data

The Bank functions in the role of the controller in the processing of the personal data which the service user submits or which the Bank otherwise saves in connection with the use of the service.

- **Purpose and legal basis (section 1.3.1.)**  
The Bank processes personal data primarily in order to fulfil the terms and conditions of the agreement between the parties. The Bank also processes personal data in order to fulfil its legal obligations and the obligations set upon it by public authorities; for example, the legal requirements concerning accounting as well as reporting to the tax authority and financial supervisory authority. In addition, the customer's personal data and the information required for knowing the customer may be used for preventing, uncovering and solving issues of money laundering and the financing of terrorism, and for bringing under investigation money laundering, the financing of terrorism and the crime that was committed in order to acquire the property or proceeds which are being laundered or aimed at funding terrorism. In addition, the Bank processes personal data on the basis of its legitimate interests; such cases include e.g. direct marketing as well as market and customer analyses, which are made use of in marketing, business development and risk management. By using the payment service, the payment service user gives the Bank the specific consent to process such personal data that is required for providing the payment service.
- **Storage time of personal data (section 1.3.2.)**  
The Bank stores personal data for as long as is required to fulfil the terms and conditions of the agreement as well as all requirements based on laws and statutes. In general, the storage time is 5-10 years from the termination of the contract.
- **Data subject's rights (section 1.3.3.)**  
The data subject is entitled to obtain information on what personal data the Bank processes and also to demand that any faulty or deficient data be rectified.
- **Additional information and contacts (section 1.3.4.)**  
The Bank's privacy statement is available online at [www.handelsbanken.fi](http://www.handelsbanken.fi) as at the Bank's offices. Should you wish to exercise your rights, or if you have questions or complaints relating to how your personal data is processed, please use the online bank messaging facility to contact us, or phone Handelsbanken's customer service, or visit a branch office, or send a message to the data protection officer at Handelsbanken Finland at [tietosuojavastaava@handelsbanken.fi](mailto:tietosuojavastaava@handelsbanken.fi), or send a letter to Handelsbanken, Tietosuojavastaava, Itämerenkatu 11–13, 00180 Helsinki. The contact information to our offices, customer service and data protection officer is also available on our website. You may submit a complaint about the processing of your data to the supervising authority. The contact information is available online at [tietosuoja.fi](http://tietosuoja.fi).

## Notifications between the Bank and the Customer (section 1.4.)

Added sentence:

- The Bank issues its notifications regarding the safety of payment services on its website or on some other electronic service platform approved by the Bank, e.g. the online bank.

## Rights of a person entitled to use the account with permanent authorization (section 4.3.)

Clarified rights of a person entitled to use the account:

- With the account holder's consent, the person entitled to use the account with permanent authorization may use the account online with his or her own online banking codes.
- If the account is included in the online service of the person entitled to use the account with permanent authorization, this person may examine that account's transaction data also from times prior to the authorization

## Rights of an external service provider (section 4.5.)

Added a chapter concerning the rights of an external service provider:

- The customer may give consent to a Bank-external service provider for his or her account information to be delivered to an account information service. The Bank will deliver the requested information to the account information service. The Bank is not liable for any damage caused by the account information service. The Bank may confirm to an external service provider, who offers card payments methods, whether the customer's payment account has sufficient funds for the execution of a card payment transaction.

## Right of the Bank to refuse utilisation of the account (section 6.)

Added sentence:

- The Bank has the right to refuse utilisation of the account if the Bank estimates that it has reason to suspect that the account is being used or it will be used for criminal activities either directly or indirectly or that its use is otherwise in breach of current legislation or may cause harm to the Bank or a third party.

## Validity, termination and cancellation of the account agreement (section 12.)

Clarified the section concerning bank's rights to terminate a basic payment account agreement:

- With regard to a basic payment account, the bank only has the right to terminate the account agreement with a period of notice of two (2) months starting from the termination if
  - a) there have been no account transactions during 24 successive months; or
  - b) the account holder is no longer living legally in an EEA state.
  - c) the Bank estimates that it does not have sufficient data to know the customer properly as required under current legislation, or
  - d) there is some other specific reason to terminate the account agreement.

## Customer advisory service and legal remedies outside the court (section 18.)

Term customer has been replaced with "Consumers and small corporate customers"

## Jurisdiction and applicable law (section 19.)

Term account holder has been replaced with "Customer"

## Deposit guarantee (section 20.)

Clarified the terms concerning deposit guarantee:

- This account is covered by the deposit guarantee scheme according to a decision of the Swedish National Debt Office. Each account holder is entitled to compensation for the total funds on his or her account(s) with the Bank to a maximum amount of EUR 100,000. The Swedish National Debt Office will make the compensation available for the account holder within seven banking days of the date on which the Bank was declared bankrupt, or the Swedish Financial Supervisory Authority ordered the guarantee to commence. In addition to this amount, an account holder may for 12 months receive compensation for funds attributable to certain defined events, such as the sale of private housing, termination of employment, inheritance and insurance compensation. The maximum amount of compensation is SEK 5 million.
- For the first six months from the date of the deposit, the deposit guarantee covers in full the funds intended for changing private housing, if the intention is to use the funds for purchasing a home of one's own.

## 2. GENERAL TERMS AND CONDITIONS FOR THE SERVICES ACCESSIBLE WITH THE ONLINE BANKING CODES OF PRIVATE CUSTOMERS

CHANGES 1.10.2019

### Definitions (section 2.)

Added definitions for

- **Online service for the payment account:** An electronic service that enables the management of the payment account through e.g. the internet. Hereinafter, this will be referred to as online service.
- **Payment initiation service** refers to a service in which a bank-external service provider, at the request of the payment service user, initiates payment order execution from an account kept by the bank.
- **Account information service** refers to a service in which a bank-external service provider obtains and delivers, through an information network, information concerning the account holder's payment accounts kept by the bank.
- **Service Price List:** The bank's fees and charges are available in the current service price list. In addition, the most representative services related to payment accounts are collected into the document Statement of Fees. The Service Price List and the Statement of Fees are available in the bank's offices and on the bank's website.
- **Glossary:** The bank maintains a comprehensive glossary based on the respective EU glossary, concerning the most common services for payment accounts. The glossary is available at the bank's offices and on its website.

### Safekeeping of online banking codes (section 3.2.)

Added an exception to the rule of not disclosing online banking codes to anyone:

- As an exception to the above, the customer may use his/her codes in order to execute payment initiation services and account information services, referred to in the Payment Services Act and produced by payment initiation and account information service providers.

### The bank's notifications regarding threats related to fraudulent activity or security (section 12.2.)

Clarified sentence and removed threat example:

- The bank issues its notifications regarding the safety of payment services on its website or on some other electronic service platform approved by the bank, e.g. the online bank.

### Customer complaints (section 13.)

Added sentence:

- If the customer uses his or her online banking codes to access third-party services, all issues concerning those services must be addressed to the third-party service provider.

### Assistance to customers, routes of appeal other than court (section 19.)

Term customer has been replaced with "Consumers and small corporate customers"

### Supervising authority (section 20.)

Added contact information to Konsumentombudsmannen and updated contact information to Traficom

- The bank is supervised by the Swedish financial supervisory authority [www.fi.se](http://www.fi.se), and in consumer issues, also the Consumer Ombudsman [www.kkv.fi](http://www.kkv.fi).
- Contact information to the Swedish financial supervisory authority: Finansinspektion, P.O. Box 7821, SE103 97 Stockholm, Sweden.
- Contact information to Konsumentombudsmannen: Konkurrens- och konsumentverket, P.O. Box 5, 00531 Helsinki, phone 029 505 3000 (switchboard).
- The Finnish Transport and Communications Agency supervises compliance with legislation concerning strong electronic identification and trust services. Traficom: Erik Palménin aukio 1, P.O. Box 320, FI-00560 Helsinki, Finland, [www.traficom.fi](http://www.traficom.fi).

### Added a new section 21: Processing of personal data

Content is same as in terms and conditions for accounts.

### Place of jurisdiction and applicable law (section 22.)

Section divided into three separate sections:

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- **22.1. The account holder is a natural person**

Any disputes arising from this agreement and its terms and conditions are settled at the Helsinki District Court or at the district court of the jurisdiction of the place in Finland where the customer has his or her domicile or permanent place of residence. If the customer does not have a residence in Finland, disputes are settled at the Helsinki District Court.

- **22.2. The account holder is not a natural person**

Any disputes arising from this agreement are settled by the District Court of Helsinki.

- **22.3. Applicable law**

This agreement shall be governed by the laws of Finland.

## 3. GENERAL TERMS AND CONDITIONS FOR EURO DENOMINATED PAYMENTS TRANSMITTED WITHIN THE SINGLE EURO PAYMENTS AREA CHANGES 1.10.2019

Removed references to money order service.

### Scope of application (section 1.)

Scope has been enhanced to include also payment orders issued through a payment initiation service.

### Definition of terms (section 2.)

Added definitions for

- **Payment initiation service** is a service in which a bank-external service provider, at the request of the payment service user, initiates payment order execution from a payment account kept by the bank.
- **SEPA Instant payment** is an account transfer in which funds are instantly transmitted to the recipient.
- **Service Price List:** The bank's fees and charges are available in the current service price list. In addition, the most representative services related to payment accounts are collected into the document Statement of Fees. The Service Price List and the Statement of Fees are available in the bank's offices and on the bank's website.

### Issuance of payment order (section 3.)

Before

- The bank may compare the payment information against not only EU regulations on financial sanctions but also Finnish and foreign authorities' or similar bodies' notices and regulations and, where needed, request the payment service user to give further information on the payment. Banks and payment systems processing the payment may be obliged, under either legislation of the state where they are located or agreements concluded by them, to give information on the payer to authorities of other countries.

New

- The bank may compare the payment information to not only UN and EU regulations on financial sanctions and any decisions made under the sanctions program, but also to announcements and regulations issued by both domestic and foreign authorities or similar bodies, such as the United States Office of Foreign Assets Control (OFAC) (hereinafter, the former will be referred to as "economic sanctions"). In addition, according to its own risk assessment, the bank may limit payments traffic from or to such country or countries in which it assesses the practices to be insufficient for preventing money laundering, the financing of terrorism and the combating of other economic crime. If needed, the bank may demand that the payment service user provide additional information concerning the payment; the bank may also take other measures necessary due to economic sanctions or similar reasons. If such is the case, the bank is not obliged to initiate payment order execution or to transmit the payment in part or in total.

### Receipt of payment order and commencement of execution (section 4.)

Added sentence

- The commencement date of a payment order for a SEPA Instant payment is the date on which the bank received the payment order in a manner acceptable to the bank.

### Non-execution of payment order (section 6.)

Added reference to economic sanctions

- Neither the payer's nor the payee's bank is obliged to commence the execution of the payment order or to transfer the payment in part or in total if the payment order fails to meet the conditions set forth above in sections 3 and 5, or if the bank is unable to ensure the fulfilment of the conditions within the time frame set forth for payment transfers, or if the account to be debited shows an insufficient balance, or if the operation of the account is otherwise prevented, or if the payment order is in breach or might be in breach of economic sanctions, or if there is another justified reason for non-execution.

### Execution time for payment order (section 8.)

Added sentence

- The SEPA Instant payment is debited from the payer's account immediately upon receipt of the payment order.

## Added a new section 14: Parties operating on behalf of the payer

- The payer may authorise a payment initiation service provider or some other party to issue payment orders to the bank in a manner acceptable to the bank.
- The bank is entitled to reject payment orders from a third party if the bank has a justified reason to suspect unlawful or fraudulent use of a payment account in connection with that third party.

## Liability for damage and limitations on liability (section 16.)

Added sentence

- Neither is the bank liable for any damage caused by the payment initiation service provider's actions or omissions.

## Supervisory authorities (section 24.)

Added contact information to the Swedish financial supervisory authority and Consumer Ombudsman

- Contact information to the Swedish financial supervision authority: Finansinspektion, P.O. Box 7821, SE-103 97 Stockholm, Sweden.
- Contact information to the Consumer Ombudsman: Finnish Competition and Consumer Authority, P.O. Box 5, FI-00531 Helsinki, phone 029 505 3000 (switchboard).

## Added a new section 25: Processing of personal data

Content is same as in terms and conditions for accounts.

## 4. GENERAL TERMS AND CONDITIONS FOR OUTGOING AND INCOMING NON-EURO-DENOMINATED PAYMENTS

CHANGES 1.10.2019

### Definitions of terms (section 2.)

Added terms

- **Payment initiation service** is a service in which a bank-external service provider, at the request of the payment service user, initiates payment order execution from a payment account kept by the bank.
- **Service Price List** The bank's fees and charges are available in the current service price list. In addition, the most representative services related to payment accounts are collected into the document Statement of Fees. The Service Price List and the Statement of Fees are available in the bank's offices and on the bank's website.
- **Glossary:** The bank maintains a comprehensive glossary based on the respective EU glossary, concerning the most common services for payment accounts. The glossary is available at the bank's offices and on its website.

### Issuance of payment order (section 3.)

Before

- The bank may compare the payment information against not only EU regulations on financial sanctions but also Finnish and foreign authorities' or similar bodies' notices and regulations and, where needed, request the payment service user to give further information on the payment.

New

- The bank may compare the payment information to not only UN and EU regulations on financial sanctions and any decisions made under the sanctions program, but also to announcements and regulations issued by both domestic and foreign authorities or similar bodies, such as the United States Office of Foreign Assets Control (OFAC) (hereinafter, the former will be referred to as "economic sanctions"). In addition, according to its own risk assessment, the bank may limit payments traffic from or to such country or countries in which it assesses the practices to be insufficient for preventing money laundering, the financing of terrorism and the combating of other economic crime. If needed, the bank may demand that the payment service user provide additional information concerning the payment; the bank may also take other measures necessary due to economic sanctions or similar reasons. If such is the case, the bank is not obliged to initiate payment order execution or to transmit the payment in part or in total.

### Receipt of payment order and commencement of execution (section 4.)

Added sentence

- Approval may require authorisation from the authorities, advance notification to the authorities, or other activities necessitated by economic sanctions.

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## Non-execution of payment order (section 6.)

Added reference to economic sanctions

- If the account to be debited shows an insufficient balance, or if the operation of the account is otherwise prevented, or if the payment order is in breach or might be in breach of economic sanctions, or if there is another justified reason for non-execution, neither the payer's nor the payee's bank is obliged to transfer the payment in part or in total.

## Added a new section 14: Parties operating on behalf of the payer

- The payer may authorise a payment initiation service provider or some other party to issue payment orders to the bank in a manner acceptable to the bank. The bank is entitled to reject payment orders from a third party if the bank has a justified reason to suspect unlawful or fraudulent use of a payment account in connection with that third party.

## Supervisory authorities (section 25.)

Added contact information to the Swedish financial supervisory authority and Consumer Ombudsman

- Contact information to the Swedish financial supervision authority: Finansinspektion, P.O. Box 7821, SE103 97 Stockholm, Sweden.
- Contact information to the Consumer Ombudsman: The Finnish Competition and Consumer Authority, P.O. Box 5, 00531 Helsinki, telephone 029 505 3000 (switchboard).

## Added a new section 26: Processing of personal data

Content is same as in terms and conditions for accounts.