



## Framework to payment services

### A. SCOPE

DNB Luxembourg S.A. (“the Bank”) is offering payment services for its Customers as a credit institution regulated by the Luxembourg financial supervisory authority CSSF (*Commission de Surveillance du Secteur Financier*, [www.cssf.lu](http://www.cssf.lu)).

This document sets out the main terms for the handling of incoming and outgoing payments executed by the Bank on behalf of its Customers. It applies specifically to payment services made within the European Economic Area (EEA), in Euro or in the currency of an EEA member country, from/to current accounts maintained by Customers with the Bank.

### B. ACCEPTED FORMS OF PAYMENT ORDERS

Upon opening an account with the Bank, each Customer receives a unique IBAN account identifier code. When giving outgoing payment orders, Customers should always identify themselves to the Bank by providing their IBAN account number, together with:

- the currency and the amount of the payment;
- the name, address and unique account identifier code of the beneficiary;
- the name and BIC code of the bank of the beneficiary;
- any additional payment reference/ text.

For receiving payments on their account with the Bank, Customers should always indicate their IBAN account number and the Bank’s name and BIC identifier code (i.e.: UBNLLULL) to the payer.

In principle, all payment orders are to be notified to the Bank in writing. However, at the request of Customers, the Bank may provide them with payment instruments and/or functionalities allowing initiating payments through other means. These may include: credit cards, access to e-bank module, option to give instructions by telephone/ telefax, etc. The use of such functionalities is subject to entering into specific agreements with the Bank and/or third parties, and to complying with all clauses included in such agreements. It is emphasized that Customers are specifically responsible for handling with all due care payment instruments provided to them and the related identification tools (e.g. user ID, PIN code, password). In the event of the loss, theft or fraudulent use of those means of payment, Customers should inform the Bank immediately.

Outgoing payment orders may only be executed from accounts held by the Customer in the relevant payment currency. The Bank is entitled to open in its books any new Customer (sub) account needed for the execution of the payment order. The funding of such new (sub) account from any other existing currency (sub) account requires a separate foreign exchange transaction. The same applies mutatis mutandis to incoming payments to be credited by the Bank to the account of its Customers. For the sake of good order, it is reminded that the Bank is not active in all currencies; hence it will not be in a position to execute or receive payments in currencies which are outside its scope of business.

The Bank does not accept direct debit, collection or “domiciliation” orders, or any other similar payment transactions.

### C. CONFIRMATION AND IRREVOCABILITY OF PAYMENT ORDERS

Payment transactions are deemed authorised by Customers and become irrevocable once they have been received, verified and accepted by the Bank according to its usual procedures.

The Bank shall be entitled to accept that the account number shown on a payment order is correct and corresponds to that of the beneficiary referred to on said payment order, without being obliged to check that these match.



Personal data included in money transfers is processed by the Bank and other specialised companies, such as SWIFT (Society for Worldwide Interbank Financial Telecommunication). Such processing may be operated through centers located in other European countries and in the United States of America in accordance with their local legislation. As a result, the US authorities can request access to personal data held in such operation centers for the purposes of fighting terrorism. Any Customer instructing the Bank to execute a payment order is giving implicit consent that all data elements necessary for the correct completion of the transaction may be processed in or outside Luxembourg.

#### **D. TIMING FOR EXECUTION OF PAYMENT TRANSACTIONS**

The Bank will execute the payment transaction after receipt of the payment order in a timely manner and in compliance with the following principles:

- Payments in EUR or another EEA currency to account located within EEA: The amount of the payment transaction will be credited to the payee's payment service provider's account by the end of the business day following the business day of receipt of the order.  
As a reminder, EEA (European Economic Area) consists of EU countries, plus Norway, Iceland, and Liechtenstein.
- Other payments: These will be executed at the Bank's earliest convenience, depending on the rules and practices applicable in the countries of the non EEA-based payment service providers involved in the processing of the payment transaction.

The Bank may consider that every payment order that is not received on a business day or that is received after 15h00 on a business day is deemed to have been received the following business day.

If the Bank and the Customer agree that the payment order shall be executed on a later point in time, the time of receipt of the payment order is deemed to be the agreed day.

#### **E. VALUE-DATING PRINCIPLES AND AVAILABILITY OF FUNDS**

Outgoing payments will be debited from the Customer's account with a value date being the business day when the payment is executed.

Incoming funds will be credited to the Customer's account with a value date being the business day when the payment is credited to the Bank's correspondent account and will be at the Customer's disposal immediately.

#### **F. FEES AND CHARGES**

All payment orders treated by the Bank are in principle executed on a "shared" cost basis. This means that the payer and payee separately bear the charges agreed with their respective bank. Fees and costs charged by the Bank in respect of payments are detailed in the price list which has been provided to all Customers. The Bank reserves the right to charge additional and proportionate fees with regard to specific investigations, repair of incomplete/incorrectly formatted orders, or other adjustments requested by the Customer and which may not be attributed to a failure of Bank to properly execute its duties.

#### **G. UNAUTHORISED OR INCORRECTLY INITIATED OR EXECUTED PAYMENT TRANSACTIONS**

After the Bank has made available the information on a payment transaction, the Customer must notify the Bank of any unauthorised or incorrectly executed payments without undue delay on becoming aware the error, and no later than 13 months after the debit date. After these time limits, the Customer shall be deemed to have approved the transaction and the related documentation.



In case of an unauthorised or incorrectly executed payment transaction duly notified by the Customer, the Bank will refund the amount no later than by the end of the following business day, and, where applicable, restore the debited payment account to the state in which it would have been had the unauthorised payment transaction not taken place., except where the Bank has reasonable grounds for suspecting fraud.

#### **H. CUSTOMER'S RESPONSIBILITY FOR UNAUTHORISED PAYMENT TRANSACTIONS**

The Customer shall bear all the losses relating to any unauthorised payment transactions if they were incurred by the Customer acting fraudulently or if a payment instrument was used in a way failing to comply with the Bank's General terms and Conditions (GTC) with intent or gross negligence.

In case of a lost, stolen or misappropriated payment instrument, the Customer is responsible to promptly notify the Bank in accordance with the provisions set out in the Bank's GTC. The Bank will make sure that such notification is possible at all times. After the Bank has been duly notified, the Customer is not liable for the financial consequences resulting from use of that payment instrument, except where the Customer has acted fraudulently.

#### **I. NON-EXECUTION, DEFECTIVE OR LATE EXECUTION OF A PAYMENT TRANSACTION**

In the event of non-execution, defective or late execution of a payment transaction initiated directly by the Customer, the Bank will execute the payment transaction in compliance with the following legal requirements:

- Outgoing defective payment: The Bank will refund the Customer the amount of the defective payment transaction, and restore the debited account to the state in which it would have been had the defective payment transaction not taken place. The credit value date shall be no later than the date on which the amount was debited.
- Incoming defective payment: The Bank will place the amount of the payment transaction at the Customer's disposal and credit the corresponding amount to the Customer's account. The credit value date for the Customer's payment account shall be no later than the date on which the amount would have been value dated, had the transaction been correctly executed.

In the case of a non-executed or defectively executed payment transaction of the Customer, the Bank will on request, make immediate efforts to trace the payment transaction and notify the Customer of the outcome free of charge for the Customer.

Any charges or interest which the Customer is subject as a consequence of non-execution or defective, including late, execution of the payment transaction, will be reimbursed by the Bank.

#### **J. RIGHT TO INFORMATION**

Customers may at any time request an updated English language version of the present document, which shall also be at any time available on the Bank's web pages.

Upon request, the Bank also makes available every signed agreement including the related contractual terms and conditions to the Customer.

Each incoming/outgoing payment booked to the Customer's account shall be confirmed in writing on the day following its execution. Upon request, the Bank also makes immediate efforts to trace a payment transaction where the payment order has been initiated by the Customer, and to inform the Customer of the outcome.

In case the Bank suspects or detects an unauthorised attempt to access the Customer's payment account through fraud or a security threat, the Bank will immediately after becoming aware of the attempt contact the client by phone, through e-banking service, or by email.



#### **K. OTHER REFERENCE DOCUMENTS**

The present framework document is to be read in conjunction with and supplements the Bank's General Terms and Conditions of business provided to all Customers. Relevant Luxembourg regulations – and in particular the act transposing Directive EU/2015/2366 on Payment Services (“PSD2”) into domestic law – also apply, especially for items not specifically covered by the present document and/or GTC.

#### **L. CHANGES**

Any change to the present framework document will be communicated to Customers two months before its proposed date of application. Such communication may take the form of a publication of the proposed changes on the Bank's web pages. The Customer can either accept or reject the changes before the date of application. Change shall be considered to have been approved by the Customers if said Customers fail to inform the Bank of any objection in writing before the proposed implementation date.

#### **M. TERMINATION**

The present framework is, as is every agreement entered into between the Bank and its Customers, concluded for an indefinite period unless otherwise indicated. Customers may terminate it by giving one month notice. The Bank must give two months' notice unless if the agreement has to be declared unenforceable or void pursuant to laws and regulations.