Terms and conditions of student loan
State-guaranteed student loan
06.26

1. Definitions
1.1 In the calculation of the annual percentage rate of charge, **credit costs** refer to the total amount of interest, expenses and other charges payable by the borrower as a result of the credit relationship and known to the creditor. When calculating the maximum sum of credit costs, credit costs are defined as in clause 4.

1.2 Annual percentage rate of charge (APR) refers to the interest rate obtained by calculating the credit costs as an annual rate on the credit amount, with the repayment amounts taken into account.

1.3 Distance selling refers to a situation when an agreement on a service is made using a means of distance selling so that the customer does not physically meet a representative of the bank in person when concluding the agreement. It is not considered distance selling if the customer's transaction using a remote communications device relates to an existing agreement or to changing an existing agreement.

1.4 International sanctions refer to financial or other sanctions imposed by the European Union or the United Nations Security Council, and other sanctions, notifications and regulations published by domestic and foreign authorities such as the OFAC (Office of Foreign Assets Control).

2. Preconditions for drawdown of a credit
2.1 Preconditions for drawdown of a credit
The drawdown of a credit requires that:

- the borrower has concluded a credit agreement in a form approved by the bank; and
- the bank has the guarantee information in accordance with the decision by the Social Insurance Institution of Finland or the university's student financial aid committee; and
- the borrower has provided the bank with the information and documents related to identifying and knowing a customer that the bank has requested, in a form approved by the bank; and
- all other conditions for drawing down the loan have been fulfilled.

The bank is entitled to prevent the drawdown of the credit or a part of it if the right to call in the credit exists, or if there is a legal impediment or a regulation binding on the bank preventing the drawdown.

The bank can screen the borrower's payment and account transactions against international sanctions, and if necessary, demand additional information concerning the payment and account transactions from the borrower before the credit or a part of it is drawn down. The bank is entitled to take measures required by international sanctions, for example, to refuse the drawdown of the credit or a part of it.

The bank notifies the borrower of having refused the drawdown of the credit or part of it and the reason for the refusal, unless there is a legal impediment, regulation or instruction binding the bank which prevents the bank from making the notification.

2.2 Confirmation of student loan application
The borrower accepts that the bank requests a state guarantee decision for the student loan from the Social Insurance Institution of Finland based on the student loan application. The bank will make the credit decision within the next banking day if it can grant credit based on the application. If the bank cannot grant credit based on the application, the bank will contact the applicant. The bank will not send a separate notice to the borrower if the credit application is approved, but transfer the drawable instalments to the account stated by the borrower in the application. The drawdown of credit requires a valid state guarantee decision. The bank's fee stated in the loan agreement will be deducted from the amount drawn down in connection with the first drawdown.

2.3 Representations and warranties
The borrower represents and warrants to have read student loan information and the terms and conditions of student loan and to have accepted them as well as to have read the Standard European Consumer Credit Information form. The borrower also represents and warrants that the information the borrower has provided is correct.

The borrower accepts that the borrower's identification data correspond to his or her signature in accordance with the agreement on services used with access codes made between the borrower and Nordea Bank Abp.

3. Interest rate
3.1 Notification of interest and credit instalments
When the interest rate changes, the bank notifies the borrower of the interest for the interest determination period and provides up-to-date information on the amount of interest in Nordea Mobile and Netbank, and afterwards in connection with the next instalment in an account statement. The bank gives the borrower up-to-date information on the number of instalments, payment intervals and the last repayment date after the end of their studies once the bank and the borrower have agreed on the repayment of the loan.

On request, the borrower has the right during the agreement relationship to receive a loan repayment table after the termination of the studies after the bank and the borrower have agreed on the repayment. The borrower has the right during the agreement relationship to receive a loan repayment table free of charge only if the repayment table has changed after the borrower first received the repayment table.

3.2 Discontinuation or interruption of the quotation of the reference rate
If the quotation of the reference rate is discontinued or interrupted or if the grounds for determining the reference rate or the process of determining the reference rate is changed in such a fundamental way that the reference rate cannot be considered the same reference rate, the reference rate to be applied to the loan will be based on a statute issued on the new reference rate, or on a decision or an instruction of the authorities.

If no statute, authority decision or instruction on the new reference rate is given, the reference rate applied to the loan before the interest rate determination period ended will continue to be applied until the bank determines a new reference rate. The bank will determine a new reference rate after consulting the authorities supervising banks. The bank will notify the borrower of the new reference rate at least three (3) months before the change becomes effective.

3.3 Default interest
If the loan, its repayment amount or interest are not paid so that they reach the creditor bank on the due date at the latest, the borrower is liable to pay annual default interest on the delayed amount from the due date up to the date the payment reaches the creditor bank.

The default interest rate is 7 percentage points higher than the reference rate specified in the Interest Act. The default interest is, however, always at least equal to the interest the bank charges for the loan.

If the interest charged by the bank before the maturing of the loan is higher than the above-mentioned default interest subject to the Interest Act, the bank is entitled to charge this interest as default interest for a maximum of 180 days from the date the loan has fallen due in total, but no longer than up to the judgment regarding the loan passed by a court of law. After this, default interest subject to the Interest Act will be charged.

4. The maximum interest rate and the maximum sum of credit costs
The date on which the credit agreement was concluded is the date on which the credit was granted. When calculating the maximum sum of credit costs, the first annual period starts from the date when the credit agreement was concluded and ends on the day preceding the corresponding day next year. The length of each annual period may vary depending on whether or not it is a leap year. The payment period of the credit costs is calculated based on the due date. However, if the credit costs are to be paid immediately, the payment period is calculated based on the payment date.

During each annual period, the creditor does not have the right to charge:

- annual interest on the outstanding credit that exceeds the reference rate referred to in the Finnish Interest Act by more than 15 percentage points. However, the credit interest may not exceed 20 per cent; or
- credit costs which exceed on average 0.01 per cent of the credit amount as laid down in the credit agreement per day during the validity of the credit agreement. However, the maximum sum of credit costs during each annual period may not exceed 150 euros.

When calculating the maximum sum of credit costs, the following are not included as credit costs:

- interest;
- penalties arising from delayed payments or other breaches of the agreement incurred by the borrower;
- costs of supplementary services if making an agreement on a supplementary service is a condition for obtaining the credit under the marketed terms;
- insurance premiums if the purpose of the insurance is to protect the value of the security provided for the credit; or
- other fees laid down by the law, regulations, or orders by an authority.

The creditor has the right to charge a fee for the extension of repayment schedule before the receivable falls due in accordance with the tariff, provided that the repayment schedule is extended by at least 14 days. However, the fee may not amount to more than 20 euros per year.

5. Revision of charges and fees
The bank may increase the loan charges and fees on the grounds based on an authoritative decision or order to correspond to the change in costs, if the reason for the revision directly concerns the credit agreement in question. The increase of the charges or fees may not exceed the increase in actual expenses incurred to the creditor, which constitute the grounds for the loan charges and fees. However, it is considered sufficient that the revision in the charges and fees roughly corresponds to the increase in actual expenses.

The bank's right to the above-mentioned increase ceases after the grounds for it no longer exist.

The bank notifies the borrower via Nordea Mobile and Netbank of revisions of charges and fees and their effects on the amount and number of instalments or the last repayment date. Borrowers who do not have Nordea access codes will receive the notification on paper by post. The revision takes effect from the date notified by the bank, but not earlier than after one (1) month of the date of sending the notification to the borrower.

6. Postponement of the payment date
If the due date is not a banking day, the payment date of the loan, the interest and the loan servicing expenses will be postponed to the following banking day. The bank then charges credit interest on the entire remaining loan principal up to the postponed due date. A banking day refers to weekdays Monday through Friday, excluding Finnish public holidays such as the Independence Day, May Day, Christmas Eve and Midsummer Eve, and other days not considered to be banking days.

7. Right of withdrawal
The borrower is entitled to withdraw from the credit agreement by notifying the bank of it within 14 days of the date on which the borrower has received in a permanent manner a copy of the credit agreement with the terms and conditions and in distance selling the advance information as well. The notice of withdrawal can be made using the withdrawal function under the loan's details in Nordea Mobile and Netbank, by calling Nordea Customer Service, by sending a message through Nordea Mobile or Netbank, by letter or at any Nordea branch located in Finland. The notice must specify the credit agreement to be withdrawn from. If the borrower withdraws from the credit agreement, the bank charges the interest on the credit as compensation for the period during which the credit has been in the borrower's use. The criteria for determining the payable interest are given in the loan agreement.

The borrower must refund the bank without delay and within 30 days at the latest with the full loan amount, with interest, he or she has received on the basis of the loan agreement at the risk of the withdrawal otherwise becoming void.

8. Premature repayment of the loan
The borrower has the right to repay the loan, or part of it, prematurely, without expenses arising from premature repayment by notifying the bank of this with an Omaposti message or by contacting Nordea Customer Service. If the borrower repays the credit prematurely in full or in part, the credit costs for the unused credit period must be deducted from the bank's remaining receivable. The bank may, however, charge in full the costs arisen from actions related to opening the credit, specified in the credit agreement.

9. Borrower's right to allocate a payment
If the borrower has several credits with the bank, he or she has the right to allocate a payment to a credit of his or her choice. The bank defines what instalments of an individual credit the payment covers.

10. Special grounds for calling in a loan prematurely
10.1 On account of delayed payment
The loan falls due at the written demand of the bank if the borrower has neglected to pay the interest or a repayment amount, and at least three (3) months have passed from the due date. The bank informs the Social Insurance Institution of the neglect at least one (1) month before sending the demand.

The bank has no right to call in the loan if the delay results from the borrower's illness, unemployment or other similar reason beyond the borrower's control. The bank is, however, entitled to call in the loan if it was evidently unreasonable to continue the loan relationship given the duration of the delay and other circumstances.

10.2 For reasons other than delayed payment
The loan falls due at the written demand of the bank if the borrower has given the bank misleading information that may have influenced the granting of the loan or its terms and conditions.

10.3 Time of the calling in of the loan
The loan falls due after four (4) weeks, or, if the borrower has previously been reminded of delay in repayment or other breaches of contract, after two (2) weeks from the date on which the notification of calling in was sent to the borrower. If the borrower pays the delayed amount within the aforementioned period of time, the calling in will lapse.

If the borrower is placed in bankruptcy, the loan will fall due for immediate repayment.

If the credit is called in, the credit costs for the unused credit period must be deducted from the remaining receivable. The bank may, however, charge in full the costs arisen from actions related to opening the credit, specified in the credit agreement.

11. Checking and use of credit information, reporting of payment defaults for the credit information register and processing of personal data
When granting, processing and monitoring credit, the bank uses the applicant's personal data. The personal data is obtained from the borrower, from registers maintained by the authorities such as the positive credit register maintained by the Tax Administration, from registers maintained by the bank and companies belonging to the same group, from organisations providing credit information, such as the credit information register of Suomen Asiakastieto Oy, and/or from other reliable sources. Data obtained for the purpose of knowing the customer may be used for making the credit decision and for credit control.

The bank submits statutory and up-to-date data about the credit to the positive credit register.

If the borrower neglects a payment, the bank is entitled to report to the credit information registers maintained by credit information providers a default concerning a payment under the credit agreement when a payment has been delayed for at least 60 days from the original due date referred to in the bank's request for payment and the bank and the borrower have not made a new agreement on repayment after the original due date, or if such recording is otherwise permitted by legislation or a decision by the Data Protection Ombudsman.

If the loan is transferred, the bank is entitled to disclose to the assignee any personal data about the borrower related to granting, processing and monitoring the credit. Nordea Bank Abp acts as the controller for the personal data.

Acting as a controller, the bank processes personal data when it delivers products and services agreed on by the parties. In addition, the bank processes personal data in other situations if compliance with the laws and other regulations so requires. Detailed information on the processing of personal data at the bank can be obtained from Nordea's privacy policy, which is available on the bank's website. You can also obtain the privacy policy by contacting the bank. The privacy policy includes information on the rights related to the processing of personal data, such as the rights to access information, to rectify information and to transfer information from one system to another. The bank may hand over information on the borrower's financial standing, liabilities and security to persons named guarantors or pledgers in a student loan application or in its appendices or to persons otherwise separately named as guarantors or pledgers.

12. The bank's right to inform the guarantor of the borrower's repayment ability
The bank has the right to give information to the guarantor concerning the borrower's commitments, payment defaults, and other factors that may influence the borrower's repayment ability.

13. Notifications, delivery of the credit agreement and other documents
The borrower must notify the bank without delay of changes in his or her name and address. Upon request, the borrower must give the bank information on his or her financial position and other information related to this loan relationship that is necessary to the bank as a creditor.

The borrower must notify the bank without delay of an interruption or the termination of his or her studies. The bank has the right to verify the accuracy of the information given to it by the borrower.

Unless otherwise agreed in another section of the credit agreement or unless the bank personally delivers the credit agreement or other documents to the customer, the bank shall deliver the borrower's copy of the credit agreement, other notifications in accordance with the credit agreement and other documents related to the credit by delivering the information by sending it to the Netbank service or to another electronic service approved by Nordea or by sending it in writing or in a separately agreed manner either in an electronic format or in some other permanent format.

An electronic notice sent by the bank to the borrower is considered to have been received by the borrower on the day the notification was delivered to Netbank service or to another electronic service approved by Nordea or by sending it in writing or in a separately agreed manner either in an electronic format or in some other permanent format.

14. Right to amendments
The bank has the right to amend the credit agreement by notifying the borrower of the amendments in writing through Nordea Mobile and Netbank beforehand when the amendments in question do not increase the borrower's obligations and do not reduce his or her rights or when they derive from a legislative amendment or a decision by an authority. Borrowers who do not have Nordea access codes will receive the notification by letter. A borrower is considered to have accepted the amendments to the agreement proposed by the bank unless the borrower opposes to them by the suggested effective date of the amendments. The borrower will be informed of amendments at least two (2) months before they take effect.

15. Liability for indirect damage
The bank is not liable for any indirect damage caused to the borrower unless the damage has been caused deliberately or through gross negligence.

16. Force majeure
A contracting party is not liable for damage caused by non-fulfilment of its obligations on account of an unusual or unpredictable obstacle beyond its control if it can prove that it has been unable to prevent or overcome the consequences by the exercise of due diligence. Furthermore, the bank is not liable for damage if the fulfilment of obligations based on this agreement is against its obligations laid down by other legislation.

The bank is not liable for any damage arising from a strike, blockade, lockout, boycott or other similar circumstance even if it did not concern the bank directly or even if the bank was a party to it.

A party to the agreement is liable to notify the other party as soon as possible after being affected by a force majeure. The bank may announce a force majeure in national daily newspapers.

17. Supervisory authorities
Nordea Bank Abp's operations and activities are supervised by:

European Central Bank (ECB)
Sonnemannstrasse 22
60314 Frankfurt am Main, Germany
Tel: +49 69 1344 0
www.ecb.europa.eu

Financial Supervisory Authority
Snellmaninkatu 6 / P.O. Box 103
00101 Helsinki, Finland
Tel: +358 (0)9 18351
E-mail: fiva@fiva.fi
finanssivalvonta.fi/en

Other supervisory authorities for consumer customers are the Consumer Ombudsman and the Finnish Competition and Consumer Authority:

Finnish Competition and Consumer Authority
P.O. Box 5
00531 Helsinki, Finland
Tel: +358 (0)29 505 3000 (switchboard)
kkv.fi/en

18. Out of court redress mechanisms and financial and debt counselling
If a dispute related to the credit agreement cannot be solved in negotiations between the parties, a consumer may turn to the Finnish Financial Ombudsman Bureau (FINE) (fine.fi/en), which provides independent advice and guidance for customers free of charge. The Finnish Financial Ombudsman Bureau (FINE) and its Banking Complaints Board provide solution proposals in disputes. FINE does not handle disputes that are pending in or have been processed by the Consumer Disputes Board or a court of justice. The easiest way to initiate the handling of a complaint is to send an online contact form available at fine.fi/en.

Consumers are also entitled to file a complaint with the Consumer Disputes Board (kuluttajariita.fi/en). Before filing a complaint with the Consumer Disputes Board, consumers must contact the consumer rights advisers at a Local Register Office (kkv.fi/en/consumer-advice).

The borrower can get help and advice for planning their finances and dealing with repayment difficulties by contacting the financial and debt counselling services, which are free of charge. These services can be accessed on the Financial and Debt Counselling web pages of the National Legal Services Authority (www.oikeuspalveluvirasto.fi/en/financial-and-debt-counselling/) or by contacting the Debt Helpline and Chat of the Guarantee Foundation (www.takuusaatio.fi/en/home/).

19. Jurisdiction and applicable law
Any disputes arising from this credit agreement shall be settled at the Helsinki District Court. Borrowers are, however, entitled to submit disputes to the district court of the Finnish municipality in the jurisdiction of which the borrower is domiciled or permanently resident. If the borrower does not have permanent residence in Finland, disputes will be settled by the Helsinki or Central Finland District Court.

This loan relationship is governed by Finnish law.

20. Contacting the bank
The borrower can contact Nordea by sending a message through Nordea Mobile, Nordea Netbank or Nordea Omaposti (nordea.fi/omaposti), by contacting our Customer Service through chat or by phone on +358 (0)200 3000 (local rates apply), or by post. The address details appear in the footer of each page of these terms and conditions.