Nordea’s general terms and conditions for euro-denominated payments transmitted within the Single Euro Payments Area
11.2018

Payer’s bank is a bank or payment institution that receives the payment order and transmits it to the intermediary bank or to the payee’s bank.

Payment instruction is an instruction, given by the payer to the payer’s bank to transfer funds to the payee.

Payment order is an order given by the payer to the payer’s bank to execute a payment transaction such as a credit transfer, money order or cash payment. The execution of a payment order includes the measures of the payment service user’s bank to process the payment order and to transmit the payment.

Payment service user is a party that may under an agreement made with the bank use a payment service or payment services in the capacity of either a payer or a payee or both.

Payment transaction is an act of transferring, withdrawing or making funds available.

SEPA, or Single Euro Payments Area, is a single Europe-wide payments area created by European banks, the European Central Bank and the European Commission. The current member states of the Single Euro Payments Area are defined on the bank’s website at www.nordea.fi.

Payment initiation service is a service in which a service provider registered as a payment institution initiates a payment order through a technical interface approved by the bank from a payer’s payment account held in the payer’s bank that is accessible online in a manner agreed on between the bank and the customer.

National instant credit transfer is a national credit transfer service provided by banks in which transfers are processed as urgent and funds are transmitted to the payee’s bank on the commencement date of payment.

SEPA Instant Credit Transfer is an instant credit transfer service for payments defined by the bank in which funds are transmitted to the payee instantly.

3. Issuance of a payment order
The payer gives a payment order by supplying the payer’s bank with the information needed for the execution of the payment. The payer gives his or her consent to execute the payment order by signing the payment order form or by confirming the payment order using a personal or business identification code issued by the bank or by any other means agreed on with the bank.

The payer is required to give the following information:
- details of the payer
  o payer’s name
  o one of the following: payer’s address, date and place of birth, customer number given by the payer’s bank, personal identification number or business identity code (if the payment is charged to account, the payer’s bank may fill in this information from its own system and the payer need not give the details separately)
  o number of account (in IBAN format), if payment is made from account
- details of the payee
  o payee’s name
  o in credit transfers and in SEPA Instant Credit Transfers, the information identifying the payee’s bank
    • account number in IBAN format
    • in national instant credit transfers the account number in the national or IBAN format
  o in money orders, the address of the payee
- amount of payment.

The payee’s bank may also offer the payer a chance to give other information such as:
- due date of payment
- payee’s address
- payee’s identification details
- identification details given by the payer (payer’s reference)

If there are differences between the different language versions of these terms and conditions, the Finnish version shall have precedence.

1. Scope of application
Unless otherwise agreed, these general terms and conditions are applied in the Single Euro Payments Area to euro-denominated credit transfers and money orders and to the cash-related services referred to below when both the payer’s bank and the payee’s bank are located in the Single Euro Payments Area and the payment order does not include foreign exchange.

These general terms and conditions shall also be applied, as applicable, to other payment orders, such as direct payments and card payments, as a supplement their respective terms and conditions.

The terms and conditions of the account agreement and a service agreement concerning the payment order, if any, are also applied to the execution of payment orders.

These terms and conditions are not applied to cheques.

2. Definition of terms
Banking day is a day on which the payer’s or the payee’s bank is open for business and is thus able to execute the payment transaction on its part. In Finland, banking day refers to weekdays from Monday to Friday, excluding Finnish holy days, Independence Day, May Day, Christmas and Midsummer Eve, and any other day that cannot otherwise be considered a banking day.

BIC (Business Identifier Code, ISO 9362) is an international code that identifies the bank. The BIC is also known as the SWIFT code.

Commencement date is the banking day on which the payer’s bank initiates execution of the payment order.

Consumer is a natural person using a payment service who concludes an agreement on a payment transaction primarily for purposes other than his or her business activity.

Credit transfer [in Finnish tilisiirto (SEPA-alueella)] refers to the debiting of the payer’s account on the payer’s initiative for a transfer of funds to the payee’s account. What is said in these terms and conditions about credit transfers also applies to cash payments insofar as funds are transferred to an account. In national credit transfer, the payer’s and payee’s banks are located in Finland. In cross-border credit transfer, the payer’s and payee’s banks are located in different states within the Single Euro Payments Area.

Due date of payment is the date given by the payer to the payer’s bank as the commencement date of the execution of the payment order.

IBAN (International Bank Account Number, ISO 13616) is an account number expressed in an international format.

Intermediary bank is a bank or another institution that is involved in the transfer of funds besides the payer’s bank and the payee’s bank based on an order given by the payer’s bank or the payee’s bank.

Money order means a payment order given by the payer to the payee’s bank on transferring a certain amount of money so that it is available to the payee.

Payee in credit transfers, the payee is the payment service user who receives funds to an account to which he or she has access; in money orders, the payee is the party to whose disposal the funds are transferred.

Payee’s bank is a bank or payment institution that receives the funds on the payee’s behalf and transfers the funds to the payee’s account or makes the funds available to the payee.

Payer is the initiator of a payment order.
5. Funds needed for execution of payment order

The payer is responsible for ensuring that the funds needed for the payment order and the relevant service fees are available to the payer’s bank for the transmission of the payment.

If the payment is debited to account, the payer is responsible for ensuring that the funds needed for the payment and the relevant service fees are available on the account to be debited at the time of the debit.

6. Non-execution of payment order

If the payment order fails to meet the conditions set forth in clauses 3 and 5, the payer’s bank is not obliged to commence execution of the payment order or to transmit the payment.

If the account to be debited shows an insufficient balance for transmitting the payment, or if use of the account is otherwise prevented, or if the payment order directly or indirectly violates sanctions, or if there is another justified reason for not executing the order, the payer’s or the payee’s bank is not obliged to transfer the payment or any part of it. The payer’s or the payee’s bank is not liable to transfer a payment or a part thereof if a payment type feature, such as the transmittance speed (eg in SEPA Instant Credit Transfers), or the ceiling set for a payment does not allow investigating the conditions of executing a payment in a manner considered sufficient by the bank or transmitting the payment.

A notification of the non-execution of a payment order (in Finnish ilmoitus maksun hyväksymisestä) will be available to the payment service user in a channel supplied by the bank and used by the user for issuing the payment order, such as Netbank, unless notification is prohibited by law. The payment service user’s bank may also deliver a notification of the non-execution of a payment order by contacting the payment service user personally, by making the notification available to the user at his or her home branch or by delivering the notification to the user in writing.

The payee’s bank is entitled to return the payment to the payer’s bank if the payee’s account agreement has expired, the payment breaches the international sanctions directly or indirectly or the use of the account is otherwise prevented or the payee of a money order has not collected the funds within the time period indicated by the payer in the money order.

7. Cancellation or amendment of payment order

If the payer is a consumer, the payer is entitled to cancel a payment order or to amend either the due date or the amount of the payment by notifying the payer’s bank thereof in an agreed manner not later than on the banking day preceding the due date. The payer must cancel or alter a payment within the time limit announced by the payer’s bank at its branches, on its website or in its service description during the opening hours of the payer’s bank or the service.

If the payer is not a consumer, the payer is entitled to cancel a payment order and amend the due date or the amount of the payment by notifying the payer’s bank thereof in the agreed manner not later than on the banking day preceding the due date, unless otherwise agreed between the payer and the payer’s bank. The payer must cancel or alter a payment within the time limit announced by the payer’s bank at its branches, on its website or in its service description during the opening hours of the payer’s bank or the service, unless otherwise agreed.

Fatally, the above text seems to be extracted from a document containing terms and conditions for European payments. It includes sections on the bank's terms, conditions for transmission, and rules regarding payment orders, payment types, and non-execution of payment orders.
The payer is not, however, entitled to cancel or amend a payment order the payer has given to the payer’s bank after the bank has started to execute the order or debited the payer’s account or reserved cover in the account, issued a receipt confirming execution of the payment, notified the payee’s bank of a funds transfer or issued a cheque.

8. Execution timetable of payment order
The payer’s bank debits the payment to the payer’s account on the due date indicated in the payment order. If the due date is not a banking day, the payment is debited on the next banking day following the due date at the latest. Payments in which no due date is indicated are debited to the payer’s account immediately upon receipt of the payment order. If the payment type in question, such as SEPA Instant Credit Transfer, is transmitted on all weekdays, the payer’s bank debits the payer’s account immediately after the reception of the payment order.

If the payer’s account and the payee’s account are held with the same bank, the funds are paid to the account indicated by the payer in the payment order not later than on the banking day following the commencement date.

If the payer’s account and the payee’s account are held with two different banks, the funds are paid to the account of the payee’s bank not later than on the banking day following the commencement date.

If the payment crosses national borders, the funds are paid to the account of the payee’s bank not later than on the banking day following the commencement date of the execution of the payment order.

If the payment order is issued on paper, the above-mentioned execution times may be extended by not more than one (1) banking day.

The payee’s bank pays the funds to the account indicated by the payer in the payment order or places them at the payee’s disposal immediately after the funds have been paid to the account of the payee’s bank and the payee’s bank has received the necessary details, as referred to in clause 3 above, for the payment of the amount of money to the payee’s account, or making the amount of money available to the payee.

The bank is entitled to suspend the execution of a payment order in order to acquire necessary additional instructions or information.

9. Cash-related services
The bank announces the cash related services available at its branches and their terms and conditions. The bank can receive cash in order to transport it to a cash centre for the cash to be counted and deposited to the payer’s account. If the payer is not a consumer, the payer’s bank concludes a separate agreement on cashier services with the payer.

9.1 Cash payment to account
If the account holder is a consumer, the payer’s bank credits the funds to the payee’s account with the payer’s bank immediately after the cash has been verified for authenticity and counted.

If the account holder is not a consumer, the payer’s bank credits the funds to the payee’s account with the payer’s bank not later than on the banking day following the date on which the cash was verified for authenticity and counted.

If the payee has an account with a bank other than the payer’s bank, the payer’s bank credits the funds to the account of the payee’s bank not later than on the following banking day.

The bank may require that the cash be first deposited to an account held with the payer’s bank, after which the bank executes the credit transfer in accordance with these terms and conditions.

9.2 Cash deposit at a cash deposit machine
The payer’s bank accepts cash deposits (in Finnish käteistalletus) at cash deposit machines approved by it. The payer can give a payment order concerning a deposit at a cash deposit machine by inserting in the machine a valid payment card containing a debit feature and issued by the payer’s bank as well as the coins and notes which are to be deposited. The payer’s bank will announce the service locations of the cash deposit machines at which cash deposits may be made in accordance with these terms and conditions.

The cash deposit machines may be used for depositing euro notes issued by the European Central Bank in the euro area and euro coins issued by a member state of the euro area (cash). After the cash deposit machine has received the deposited cash, the machine counts the number of coins and notes as well as the amount to be deposited. The receipt given by the cash deposit machine serves as proof of the deposited amount. After the payer has inserted the debit card and the cash into the cash deposit machine, the payer can no longer cancel the submitted payment order.

If the cash deposit machine cannot identify the deposited cash or the cash has been damaged, the machine will reject the unidentified coins and notes and return them to the slot in the machine.

If the payer’s bank has reason to question the authenticity of the deposited cash, it will conduct a separate investigation of the authenticity of the coins and notes in question and, if necessary, forward them to be investigated by the authorities. The payer’s bank will credit the amount of the coins and notes verified authentic to the bank or the authorities to the account linked to the payer’s debit card after the verification of authenticity. The payer’s bank will not return or credit counterfeit coins, notes or their value to the payer.

The payer’s bank may prevent all use of cash deposit machines for deposit purposes or determine a payer-specific deposit limit and announce the deposit amount currently available to the payer on the cash deposit machine display or receipt. If the payer exceeds his or her personal deposit limit, the payer’s bank is entitled to suspend the usage of the cash deposit machines by the payer until the payer has presented the payer’s bank with a report on the origin of the funds which the payer’s bank approves.

In addition, the payer’s bank may determine a deposit limit for single deposits at cash deposit machines. If a deposit exceeds the single deposit limit, the cash deposit machine will reject the coins and notes inserted latest by the payer and return them to the slot in the machine. The amount of deposit remaining below the single deposit limit will be deposited by the cash deposit machine in accordance with these terms and conditions.

The payment transaction concerning the deposit is executed with the debit feature of the payer’s payment card and on the basis of the bank account information linked to this payment card and credited as a credit transfer to the payer’s bank account which is in the payer’s bank and linked to the payer’s debit card. The payer’s bank provides information on the payment transaction on the cash deposit machine display or on a receipt printed by the cash deposit machine.

The payer’s bank does not guarantee uninterrupted operation of the cash deposit machines. The payer’s bank may, for well-grounded reasons, limit the availability of a cash deposit machine by informing the payer of this at the cash deposit machine or on the bank’s website. The payer’s bank strives to notify customers of the restricted availability well in advance. However, the payer’s bank is not obligated to inform the payer in advance of temporary interruptions. The payer’s bank is not liable for malfunctions or errors in the cash deposit machines or for direct damage or loss caused by such malfunctions or errors if the malfunction or error has been detectable.

10. Payment service envelopes
The payer may give payment orders concerning credit transfers for processing by the payer’s bank in a payment envelope, if the bank provides such service. The payer can leave the payment service envelope at the reception point of the payer’s bank or to be dispatched by post, unless the bank announces otherwise.
The payment order is considered to have been received for processing not later than on the fifth (5th) banking day following the date on which the payer left the envelope at the reception point of the payer’s bank or the post delivered it there.

If it has not been possible to debit the payment order on the due date indicated by the payer because of insufficient funds, the payer’s bank may debit the payment to the payer’s account within two (2) banking days after the due date indicated in the payment order. In such a case the commencement date of the payment order is the banking day on which the account has sufficient funds for debiting the payment instead of the due date indicated by the payment service user; however, not later than the second banking day from the due date. The payer is liable for any consequences resulting from such a delay.

11. Processing and conveying of the payment service user’s personal data
As a data controller the bank processes personal data to deliver the products and services that are agreed between the parties and for other purposes, such as to comply with laws and other regulations. For detailed information on the bank’s processing of personal data, please review Nordea’s privacy policy, which is available on the bank’s website or by contacting the bank. The privacy policy contains information about the rights in connection with the processing of personal data, such as the access to information, rectification, data portability, etc.

The payment service user, who is not a consumer, shall forward Nordea’s privacy policy to the individuals whose personal data it discloses to Nordea.

By using the payment service, the user explicitly consents to the bank handling personal data that is necessary for providing the payment service.

The payer’s bank is entitled to convey the information listed in clause 3 of these terms and conditions to the payee’s bank. The payment is also accompanied by any other information needed for the transmission of the payment. In credit transfers the name of the account holder and in cash payments the name of the payer is conveyed as the payer’s name.

The payee’s bank gives the payee information on the payment transaction in a manner agreed specifically. The bank may be obliged to inform payer’s name to payee. The bank is however not obliged to give the payee any information given for the identification of the payer, such as personal identification code.

12. Bank’s liability for execution of payment order and limitations on liability
The liability of the payer’s bank for the execution of the payment ends when the payment details have been forwarded to the payee’s bank and the funds involved in the transaction have been transferred to the account of the payee’s bank. If the funds involved in the transaction have not been paid to the account of the payee’s bank within the time limit set out in clause 8, the payer’s bank is obliged to reimburse the payer with the expenses charged on the payment transaction and the interest that the payer has had to pay due to the bank’s delay or error.

If the payer is not a consumer, the payer’s bank is liable to compensate the payer for not more than the default interest as referred to in section 4(1) of the Finnish Interest Act.

If the payment transaction has not been executed at all or it has been executed incorrectly for a reason considered the bank’s liability, the payer’s bank must refund the payer for the amount of the payment debited to the payer’s account without undue delay. If the funds involved in a payment transaction have not been paid to the account of the payee’s bank within the time limit set out in clause 8 of these terms and conditions, the payer’s bank is obliged to reimburse the payer primarily with the interest and expenses that the payer has had to pay on account of the delay by the payer’s bank.

13. Tracing a payment transaction
If a payment transaction has not been executed or it has been executed incorrectly, upon the request of the payment service user the bank will take steps to trace the payment transaction and informs the user of the outcome.

If the user of the payment service has provided incorrect information identifying the payee and the service provider or an incorrect account number, as referred to in clause 3 above, the bank will, upon the payer’s request, find out the information necessary for tracing and refunding the payment using reasonable measures.

14. Parties acting on behalf of the payer
A payment order may be issued to the bank through the provider of a payment initiation service or another party authorised by the payer in a manner approved by the bank.
17. Termination of payment transmission
The bank’s obligation to transmit payments expires when the relevant account agreement or service agreement ceases to be in force. When the agreement is terminated or cancelled, the payment service user is obliged, before the expiry of the agreement, to cancel all payment orders with a given due date later than the date of expiry of the agreement. The bank is not obliged to inform the payment service user of the non-execution of these payment orders as provided in clause 6.

If the payment service user materially breaches these terms and conditions or uses the services referred to herein against their purpose or the law or contrary to good practice, the bank is entitled to immediately terminate payment transmission.

18. Service fees and charges
The payer’s bank transmits a payment to the payee’s bank in full. The payee and the payee’s bank can agree that the service fees and charges according to tariff of the payee’s bank are deducted from the amount of the payment. The payer and the payee are each liable for the service fees and charges of their own bank for the execution of the payment transaction.

The payment service user is liable to pay the bank the service fees and charges on the payment order that the bank has announced in its tariff or that have been separately agreed. The bank is entitled to debit the service fees and charges to the payment service user’s account.

If the payment service user has given an incorrect account number or any other incorrect information, the bank is entitled to charge the service fees and charges according to its tariff for tracing a payment transaction and recovering the funds.

If it is discovered that the payment order has been correctly executed, the bank is entitled to charge the service fees and charges provided in its tariff for the investigation of the payment transaction.

If the bank and the payment service user have agreed that a payment order may be cancelled after the time limit provided in clause 7 of these terms and conditions, the bank is entitled to charge the service fees and charges provided in its tariff for the cancellation of the payment order.

The bank is entitled to charge the service fees and charges provided in its tariff for a notification of non-execution of a payment order.

If any other expenses are incurred in connection with the transmission of the payment, the payer’s bank is entitled to receive compensation for such expenses from the payer in arrears.

19. Amendment of the terms and conditions of payment transmission and the tariff
The bank is entitled to amend these terms and conditions and its tariff.

An amendment to these terms and conditions and the tariff also applies to those payment orders that were given to the bank before the amendment entered into force but are executed after the amendment entered into force.

19.1 Payment service user is a consumer
The payment service user’s bank informs the user of an amendment to these terms and conditions or to the tariff through an electronic channel supplied by the bank, such as Netbank, or in writing. The amendment becomes effective as of the date announced by the bank; however, at the earliest two months from providing the notification.

The payment service user is considered to have accepted the amendment and payment transmission will continue in compliance with the amended terms and conditions, unless the payment service user informs the bank in writing, or electronically in a manner agreed on separately, by the announced effective date of the amendments, that the user is opposed to the amendment.
The payment service user is entitled to terminate this agreement by the announced effective date of the amendments with immediate effect or with effect as of a later date preceding the proposed effective date. The bank does not charge any costs for the termination. When the agreement is terminated, the bank is entitled to terminate transmission of payments with immediate effect.

19.2 Payment service user is not a consumer
The payment service user's bank informs the user electronically or in writing of any amendment to the terms and conditions that materially increases the user's obligations or reduces the user's rights and does not result from a legislative amendment, an authority's order or changes in the services' payment transmission system. The bank informs the user of the amendment not later than one month before the proposed effective date of the amendment or change.

The user's bank announces any other amendment to these terms and conditions by publishing it at the bank's place of business or on the bank's website. However, the bank announces a revision of a service fee or charge by publishing it in its tariff. Such changes take effect as of the date indicated by the bank.

20. Notifications and communication between bank and payment service user and languages used in communication
The payment service user's bank sends notifications concerning these terms and conditions on the delivery method of which the parties have not agreed on these terms and conditions to an electronic channel supplied by the bank, such as Netbank, or in writing to the address stated to the bank or to the Population Register Centre.

The bank will issue notifications concerning the security of the payment service on its website or through other electronic channels provided by the bank, such as Netbank.

The bank will inform its account customers of an executed payment transaction in a manner agreed in the account agreement or a corresponding service agreement.

The payment service user is considered to have received the notification not later than on the seventh day after the date of dispatch.

If the payment service user has filed a complaint with the bank, the bank will reply to it by post or electronically.

The payment service user sends notifications concerning these terms and conditions to the bank in writing or in another manner agreed separately. The bank is considered to have received the notification not later than on the seventh day after the date of dispatch.

The payment service user may communicate with the bank in Finnish or Swedish. If the payment service user wants to use a language other than Finnish or Swedish, the user acquires and pays for the cost of any interpretation services that he may need.

21. Force majeure
Neither of the contracting parties is liable for any loss if they can prove that they have been prevented from meeting an obligation by an abnormal and unforeseen reason beyond their control which has resulted in consequences that could not have been avoided by exercise of due diligence. Neither is the bank liable for any loss arising from performance of any obligation hereunder if such performance were against any obligations imposed on the bank in 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 if the bank was concerned in it.

Each party is obliged to notify the other party as soon as possible if they are affected by force majeure. The bank may do this by publishing an announcement on its website or in national means of communication. Force majeure entitles the Bank to interrupt the provision of services until further notice.

Nordea's general terms and conditions for euro-denominated payments transmitted within the Single Euro Payments Area
11.2018

22. Transfer of agreement
The bank is entitled to transfer the bank's rights and obligations, as referred to in these terms and conditions, to a third party. Should the bank merge or demerge or assign all or part of its business, all rights and obligations based on the agreement between the payment service user and the bank remain in force vis-à-vis the receiver of the business.

The payment service user may not assign or transfer the services referred to in these terms and conditions, or the agreement and the related rights or obligations, to a third party without the bank's written consent.

23. Customer advisory service and out-of-court legal redress
In questions concerning execution of payments or these terms and conditions, the payment service user is advised to always contact his or her bank first.

Consumers and small corporate customer may refer any disputes relating to these terms and conditions for processing by the Finnish Financial Ombudsman Bureau (FINE, www.fine.fi/en) or by the Banking Complaints Board operating as part of the Bureau. Consumers can submit their disputes to the Consumer Disputes Board (KRIL, www.kuluttajariita.fi/en). A payment service user can report the bank's conduct to the Financial Supervisory Authority (www.finanssivalvonta.fi/en).

24. Jurisdiction and applicable law
24.1 Payment service user is a consumer
Any disputes arising from these terms and conditions are settled in the District Court of Helsinki or in the district court of the Finnish municipality in the jurisdiction of which the payment service user is domiciled or permanently resident. If the user does not have a place of residence in Finland, disputes are settled in the District Court of Helsinki.

24.2 Payment service user is not a consumer
Any disputes arising from these terms and conditions are settled in the District Court of Helsinki.

24.3 Applicable law
These terms and conditions and the payment orders referred to herein are governed by Finnish law.