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I brev af 19. februar 1998 bad Retsudvalgets daværende formand ombudsmanden om at orientere udvalget, når ombudsmanden blev opmærksom på, at begrebet "ombudsmand" eventuelt blev anvendt i strid med bestemmelsen i ombudsmandslovens § 30.

Dok.nr. 12/02394-20/SBG
Bedes oplyst ved henvendelse

+ bilag

I den forbindelse gør jeg opmærksom på, at Nordea på sin hjemmeside gør brug af betegnelsen "customer ombudsman". Jeg henviser herved til: <https://www.nordea.dk/Images/38-24524/UK> (under pkt. 23 "Complaints and supervision").

Jeg vedlægger en udskrift fra den pågældende hjemmeside til orientering.

Med venlig hilsen

06-02-2018

Jørgen Steen Sørensen



Skilleark

Dokumentnummer: 12/02394-20

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 2 January 2017. 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 AB (publ), Sverige (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 banks' 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.

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

The bank may change its rates without notice if:

- 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 earningsrelated 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.

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 payment accounts 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 customer and the bank may demand that the amounts payable should be raised in the event of any increase in the interest rate. Conversely, any reduction of the interest rate without a simultaneous adjustment of the agreed amounts payable may result in a reduction of the agreed term of the loan.

To avoid this, the payments may be reduced. However, this only applies if the agreed term is shortened as a result of this by more than three months.

It will appear from the messages about change in interest rates from the bank what a change in interest rates will mean for the amounts payable and the agreed term of the loan.

7 Statement of amounts payable

If an agreement has been entered into about a fixed term, the customer may at any time have a statement of amounts payable (repayment plan). The bank can send the statement of amounts payable by letter or via another durable medium, for example Netbank, Netbank konto-kik or e-mail.

8 Respite

During the agreed term of the loan respite for payment can be agreed in the form of extension of payment of one or more amounts payable. However, it is a condition that the customer according to the bank's assessment is creditworthy at the date of respite.

If respite is agreed, the customer pays the same interest rate as previously. The interest expense will only be increased if the agreed term is extended by the respite period. The respite does not result in any adjustment of the amounts payable, but only an extension of the agreed term of the loan.

To enter into an agreement about respite the bank will charge a commission which is stated in the loan agreement. Any change may be made in the same manner as described in condition 10.

9 Overdraft interest and additional costs

If the customer does not fulfil his or her payment obligations under the loan or the credit agreement or if the customer exceeds his or her credit limit, the bank may charge a higher rate of interest/overdraft interest on any such arrears or overdrawn amounts. If the loan or the credit has been terminated for repayment, the bank may charge a special interest rate on the whole amount due to the bank.

Both these interest rates may be changed in the same manner as described in condition 4. Furthermore, the bank is entitled to charge fees for reminders, collections and legal assistance.

10 Service fees

Any fees and other credit costs agreed in relation to the loan or the credit may be changed by the bank. Changes are notified by letter or via another durable medium, for example Netbank, Netbank konto-kik or e-mail or by advertisements in the press. The notice is one month or more. The bank may make changes in the customer's favour without giving notice.

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.

The customer can terminate or repay the loan 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.

12 Default and other reasons of termination

The bank may call in the loan or the credit without giving notice and demand immediate repayment of the entire debt:

- a) If the customer fails to pay any capital instalments or any interest, commission or other sum due on the due date and still has not paid such amounts within eight days after the bank has forwarded a reminder to the customer. the same applies to credits if the customer exceeds the agreed credit limit without the bank's permission.
- b) If at the request of the bank the customer does not submit his or her income tax return, his or her notice of assessment, any financial statements or other financial information.
- c) If legal proceedings are instituted against the customer in the form of execution or attachment or where the mortgagee is given the right by the enforcement court to take possession of the customer's property.
- d) If the customer suspends payments, institutes re-organisation plans, is adjudged bankrupt, applies for a rescheduling of his or her debts or is subject to any other form of insolvency proceedings.
- e) If the customer takes up permanent residence outside Denmark and no prior agreement on the next steps in connection with the loan or the credit has been made.
- f) If the customer passes away before the expiry of the term of the loan or the credit
- g) If the customer has provided incorrect or misleading information of significance to the establishment of the loan or the credit.
- h) If assets charged are sold without the bank's prior consent.
- i) If the customer does not have access to Netbank or Netbank konto-kik

- j) If the customer defaults on other loans and credits with the bank.
- k) If after having been notified in accordance with condition 27 the customer does not reduce the debt or provides additional security that is acceptable to the bank.

If the customer defaults on his or her obligations towards the bank, the bank may collect due/terminated outstanding amounts and sell assets charged by way of a forced sale. The bank may report the customer to credit reference agencies and/or warning registers in accordance with the rules in force.

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 another durable medium, for example Netbank or 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 Nordea, Kundeservicechefen, PO box 850, 0900 Copenhagen C, Denmark, by e-mail to klageansvarlig@nordea.dk or on nordea.dk.

Any complaints about the bank may also be submitted to the Credit Institution's Claims Board, www.pengeinstitutankenaevnet.dk, address: Amaliegade 8B, 2, PO box 9029, 1022 Copenhagen K, which is the alternative dispute resolution board according to the Danish Consumer Complaints Act.

Any complaints concerning the bank's compliance with financial legislation may be submitted to the Danish Financial Supervisory Authority, www.finanstilsynet.dk (for instance standards of good practice) or to the Swedish Financial Supervisory Authority, www.finansinspektionen.se

As a branch of Nordea Bank AB (publ) in Sweden, the bank is subject to the supervision of:

Finansinspektionen
PO Box 7821, SE-103 97 Stockholm
E-mail: finansinspektionen@fi.se
Tel: +46 8 408 980 00

Pursuant to Danish legislation the bank is further subject to the supervision of:

Finanstilsynet
Århusgade 110, 2100 Copenhagen Ø
E-mail: Finanstilsynet@ftnet.dk
Tel: +45 33 55 82 82

If the loan or credit is secured by way of a guarantee or charge, the following conditions will also apply

Conditions with particular reference to a guarantee

24 Termination

If the loan or the credit is secured by way of guarantee, the bank may call in the loan or the credit without giving notice and demand immediate repayment of the entire debt if a guarantor is met with one or more of the events included under condition 12, c-g. This condition only applies if other security for the loan or the credit which is acceptable to the bank has not been provided within one month.

25 Enforcement

If the guarantee serves as security for a loan, the loan document together with the letter of guarantee may serve as the basis of execution at the guarantor; see section 478 of the Danish Administration of Justice Act.

26 Reversal of payments made by the customer

In the event of reversal of any payment made by the customer in full or partial settlement of the debt secured by the guarantee, the guarantor's liability will be maintained, whether or not the guarantor has been notified of such settlement by the customer of the bank.

Conditions with particular reference to a charge

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.



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