



Effective as of 4 April 2016.

**These General Terms and Conditions for Accounts consist of the General Terms and Conditions for Payment Services and the Special Terms and Conditions for Accounts. In the event of any inconsistency or discrepancy between these two sets of terms and conditions, the Special Terms and Conditions for Accounts shall apply.**

**In addition, the General Terms and Conditions for Euro-denominated Payments within SEPA and the General Terms and Conditions of Outgoing and Incoming Cross-border Payments (the General Terms and Conditions of Payment Transfers) and, for a specific service included in the account, the terms and conditions of the service in question shall apply to payment transfers from/to the account .**

## I GENERAL TERMS AND CONDITIONS FOR PAYMENT SERVICES

### 1. Scope of application

These Terms and Conditions apply to all payment services provided by the bank, such as credit transfers, card payments, direct debit, money orders, cash services and bank giro envelopes.

In the event of any discrepancy or difference in interpretation between various language versions of these Terms and Conditions, the Finnish language version shall prevail.

### 2. Definitions

**Bank** is an OP Financial Group member bank with which the customer has concluded this agreement. The bank belongs to the amalgamation of deposit banks as referred to in the Act on the Amalgamation of Deposit Banks.

**Banking day** is a day on which the bank is open for business so as to be able to execute a payment transaction. In Finland, a banking day refers to any weekday from Monday to Friday excluding Finnish religious holidays, Finland's independence day (6 December), Christmas Eve, Midsummer Eve and any day that is not otherwise regarded as a banking day. With respect to OP Financial Group's internal, real-time payments, the bank may, however, execute payments any day, unless the payment transaction requires currency exchange.

**Consumer** is a natural person who concludes a payment service agreement for purposes other than his trade or business.

**Customer** is a person who concludes this agreement on payment services with the bank or makes payment orders. A customer also refers to a legal guardian or a representative based on a continuing power of attorney.

**International sanctions** refer to a sanction, financial sanction, export or import ban, trade embargo or another restrictive action imposed, administered, approved or executed by the Finnish government, United Nations, European Union, United States of America and United Kingdom or their competent authorities or governing bodies.

**OP eServices** as a general term covers OP Financial Group's electronic service channels valid from time to time, such as op.fi and the text version at pda.op.fi.

**OP eServices customer** is a customer who has concluded an OP eServices agreement (hereinafter the eServices Agreement) with the bank.

**OP Financial Group** consists of OP Cooperative, its existing and future subsidiaries (such as OP Corporate Bank plc), its Group companies (such as OP Insurance Ltd), entities and foundations and their subsidiaries, OP Cooperative's member banks and their subsidiaries, OYY Insurance Ltd, OP Bank Group Pension Foundation, OP Bank Group Pension Fund and other existing and future companies, entities and foundations, over which at least one of the aforementioned organisations alone or together exercises control.

**Payment instrument** refers to a payment card or user identifiers for OP eServices or another user-specific instrument or method or their combination on whose use for placing payment orders the account holder, a legal guardian or a representative based on the continuing power of attorney has agreed with the bank.

**Payment order** and its execution. A payment order is an order given by the customer to his bank to execute a payment transaction as a credit transfer, money order, direct debit, cash deposit, cash withdrawal, or by means of a payment card or another payment instrument. Execution of a payment order involves the measures taken by the service provider to process the order and transmit the payment.

**Payment services** include services related to the management and provision of a payment account, the execution of payment transactions and the issue of a card.

**Payment transaction** refers to a procedure whereby funds are transferred, withdrawn or made available, with the exception of transactions related to deposit interest credited. For example, a credit transfer, card transaction or direct debit constitutes a payment transaction.

### 3. Entry into force and duration of the agreement

The agreement will take effect upon signing by both parties or upon the bank's approval of the application filed by the customer on OP eServices. The bank allows reasonable time for the implementation of the payment instruments. The agreement will remain effective until further notice, unless otherwise agreed.

### 4. Charges and fees for services

The customer shall pay charges and fees for use of payment services, which are available from the list of service charges and fees valid from time to time. The bank has the right to debit service fees from the agreed account or an account linked to the service.

The bank has the right to deduct a fee from an incoming payment, according to its list of service charges and fees, before the related amount is credited to the customer's account. In such a case, the bank must itemise the amount of the payment transaction and any charges deducted therefrom for the payee.

The list of service charges and fees for consumers valid from time to time is available from the bank's branches and on OP eServices at [op.fi](http://op.fi).

### 5. Communication between the bank and the customer

#### 5.1 Bank notifications

The bank shall notify eServices customers of any changes in this agreement, its terms and conditions, and the bank's list of service charges and fees as well as information on payment services (such as no-funds messages) and any other messages based on this agreement by sending a message on OP eServices.

If the customer has no eServices Agreement with the bank, the bank will send the abovementioned notifications by post to the address reported to the bank or the Population Register Centre.

Information on payment transactions is available to customers as stated in Clause 5.2. below.

#### 5.2 Reporting payment transactions

The customer receives information on his payment transactions on OP eServices or on a printed bank statement.

Information on payment transactions is available free of charge to eServices customers on OP eServices for at least one year.

If the customer has no eServices Agreement with the bank, either the bank will send the bank statement of the payment account by post to the address reported to the bank or the Population Register Centre, or the customer will receive such bank statement in a manner separately agreed with the bank..

The bank may agree with the customer on providing information on the payment transactions from/to the payment account more frequently or, in addition to the aforementioned methods, in another manner. In such a case, the bank will charge the customer a fee according to its list of service charges and fees.

If the customer with a savings and investment account agreement with the bank has no eServices Agreement with the bank, the provi-



sion of information on transactions with respect to such an account will be specified in said agreement.

The bank will report payment transactions based on purchases using a credit card by sending the customer a bill on a monthly basis.

Reference interest rates applicable to the account or credit, and exchange rates applicable to payment transactions are available from the bank's branches and on OP eServices at [op.fi](http://op.fi).

### 5.3 Date of receipt of information

When the bank reports payment transactions or provides other information on payment services on OP eServices, or sends such information to the customer's address, he is regarded as having received the information no later than the seventh day following its sending.

### 5.4 Services for several customers under a single agreement

The bank shall report payment transactions and any changes in agreements, the general terms and conditions and the list of service charges and fees only to one account holder mentioned first in the account agreement or to the principal cardholder.

### 5.5 Contacts with the bank

The customer may contact the bank by sending a message via OP eServices, visit any of the bank's branches in person or phone the bank, with the following exceptions:

Customers shall report a lost/stolen card by visiting a bank branch in person during its opening hours or by calling the deactivation service, tel. +358 20 333. Out of banking hours, customers shall call the deactivation service.

Customers shall report lost/stolen user identifiers for OP eServices by visiting a bank branch in person during its opening hours or by calling the deactivation service, tel. +358 9 6964 6800. Out of banking hours, customers shall call the deactivation service.

Any complaints and claims must be sent by post or filed on OP eServices as a message.

The customer may not issue the bank with orders, authorisations or instructions by sending a message via OP eServices.

### 5.6 Language

The customer can perform his transactions in Finnish or Swedish according to the bank's offering and depending on the branch, service channel or service in question. If the customer wishes to use a language other than Finnish or Swedish, he will be liable for costs arising from obtaining and using interpretation services.

### 5.7 Customer's right to receive the general contract terms and conditions, and lists of service charges and fees

The general contract terms and conditions and the lists of charges and fees for payment services applicable during the term of the agreement are available to the customer, his legal guardian or an authorised person under the continuing power of attorney at the bank's branches, free of charge.

## 6. Changes in the agreement, its terms and conditions, and charges and fees

### 6.1 Agreements effective until further notice

The bank has the right to alter the agreement, its terms and conditions, and the list of service charges and fees. The bank shall notify of such alterations as specified in Clause 5.1 of the General Terms and Conditions for Payment Services.

The alteration will take effect on the date indicated by the bank, but no earlier than two months following the dispatch of the notification.

The agreement will continue to be effective with the altered content unless the customer informs the bank in writing by the notified effective date of said alteration that he disagrees with the alteration. The customer has the right, until the effective date of the alterations, to cancel the agreement with immediate effect. In case the customer disagrees with the alterations, he and the bank have the right to cancel this agreement in accordance with Clause 12 of the Special Terms and Conditions for Accounts.

### 6.2 Fixed-term agreements

The bank has the right to change its service charges and fees, the agreement and its terms and conditions if said change is due to a legislative amendment or an official decision. The bank shall notify of any such changes that will take effect as referred to in Clause 6.1 above.

## 7. Information required by the bank

A person opening the account shall provide the bank with information on the account holder. The account holder must provide the bank with information on persons with the right of access to the account.

The customer, the person opening the account, the account holder and the person with the right of access to the account must inform the bank of their name, personal identity code (or date of birth in the absence of a Finnish ID code), permanent address, telephone number, place of residence and, if required by the bank, specimen signature. In addition, the customer, the person opening the account and the account holder must inform the bank of whether he/she is liable to pay tax abroad and the tax identification number in respect of the country concerned.

The customer shall notify the bank of any changes in the aforementioned information. The bank also has the right to obtain such information from the Population Register Centre. The customer must notify of such changes in order for the bank to be able to verify in exceptional circumstances the authenticity of the service used, order issued or message sent by the customer. The customer must notify of such changes in order for the bank to be able to verify in exceptional circumstances the authenticity of the service used, order issued or message sent by the customer, and to make sure that tax liability information is up to date.

If the customer has given permission to the delivery of information subject to bank secrecy as a text message or by email, instead of a message via OP eServices, he shall inform of his new contact details on OP eServices or at bank branches if he wants messages to be sent to his new telephone number or email address.

If the aforementioned information was already provided earlier to the bank, the bank may use such information entered in its customer register.

A debtor under a credit agreement shall also provide the bank upon request with information concerning his financial standing and other information having a bearing on such debt relationship, which is necessary to the bank as the lender.

## 8. Bank's right to use personal credit information

When granting and monitoring payment instruments and credit and when accepting collateral or pledge, the bank uses the personal credit information on the customer or the person making a commitment. Such credit history is available from the credit information register maintained by a credit reference agency (such as Suomen Asiakastieto Oy).

## 9. Bank's right to disclose and store information

The bank has the right to disclose information on the customer in accordance with applicable laws in force.

The bank has the right to store information related to customer transactions and events in its information systems and to record telephone conversations.

Such recorded telephone conversations may be used to improve customer service quality and ensure the validity of orders. In addition, the bank may use them for risk management purposes and as evidence for the settlement of any disputes that may arise.

The date of issue of an order, the date of filing an application or the date of conclusion of an agreement and any other transaction details shall be verified using the information system maintained, and/or telephone conversations recorded, by the bank.

## 10. Recording default of payment in the Credit Information Register

The bank has the right to report and the registrar has the right to record an entry of default of payment in the Credit Information Register, if at least 21 days have passed since the customer was sent a reminder for payment after the due date, in which the possibility of



registering the default of payment in the Credit Information Register was stated, and the payment is delayed by over 60 days from the original due date stated in the reminder, or if the registration is otherwise permitted by virtue of law or a ruling by the data protection authorities. No right to record information shall exist if the delay in payment has been due to a so-called social obstacle to payment pursuant to Chapter 7, Section 34 of the Consumer Protection Act, and the customer has notified the bank thereof prior to such an entry in the Credit Information Register.

#### **11. Right to cancel an agreement in distance selling**

A consumer has the right to cancel the agreement within fourteen (14) days of the date of concluding a distance selling agreement, in accordance with Chapter 6 a, Section 12 of the Consumer Protection Act, or a subsequent date on which the consumer received advance information and the agreement, its terms and conditions included.

If a fixed-term account agreement is cancelled, the bank will not pay interest on the funds in the account. Ancillary contracts, orders and authorisations related to payment transactions and the use of the account will be cancelled upon cancellation of the account agreement.

#### **12. Force majeure**

Neither of the parties is liable for any loss if it/he can prove that it/he has been prevented from fulfilling an obligation by an unusual and unforeseen reason beyond its/his control which has resulted in consequences that could not have been avoided by exercise of all due care. Neither is the bank liable for any loss arising from the fulfilment of any obligation hereunder if such fulfilment was against any obligations prescribed for the service provider elsewhere in legislation.

Either party shall notify the other party as soon as possible of a force majeure circumstance. The bank may do this by publishing an announcement e.g. on its website or in national newspapers.

#### **13. Assignment of the agreement**

The bank has the right to assign this agreement, including the rights and obligations based thereupon, in full or in part to the party specified by the bank if the bank merges, demerges or transfer its business.

If the bank merges or demerges or transfers all or part of its business, the rights and obligations under the agreement between the customer and the bank will remain in force vis-à-vis the acquirer of the business.

#### **14. Customer service and out-of-court redress**

The customer shall always primarily contact his bank in questions arising from this agreement and the terms and conditions herein. The customer shall file any complaints and claims as specified in clause 5.5 above.

The customer may submit a dispute arising from these terms and conditions to the Finnish Financial Ombudsman Bureau ([www.fine.fi](http://www.fine.fi)) or the Banking Complaints Board within the Bureau or the Consumer Disputes Board ([www.kuluttajariita.fi](http://www.kuluttajariita.fi)).

#### **Regulators**

The bank is supervised by the Financial Supervisory Authority and, in consumer issues, by the Consumer Ombudsman.

Financial Supervisory Authority's address: Financial Supervisory Authority, Snellmaninkatu 6, P.O. Box 103, 00101 Helsinki ([www.fiva.fi](http://www.fiva.fi))

Consumer Ombudsman's address: Consumer Agency, Haapaniemenkatu 4 A, 7th floor, P.O. Box 5 00531 Helsinki ([www.kuluttajavirasto.fi](http://www.kuluttajavirasto.fi))

#### **15. Applicable law and jurisdiction**

The laws of Finland shall apply to this agreement.

A customer may bring an action against the bank concerning disputes that may arise from this agreement in the district court of the Finnish municipality in the jurisdiction of which he resides or has a permanent place of residence, or in the district court of the jurisdiction of which the bank is domiciled or its management is mainly based. If the customer is not a resident of Finland, disputes will be submitted to the Helsinki District Court.

The bank may bring an action concerning disputes that may arise from this agreement in the district court of the Finnish municipality in the jurisdiction of which the customer resides or has a permanent place of residence. If the customer is not a resident of Finland, disputes will be submitted to the district court of the jurisdiction of which the bank is domiciled or its management is mainly based, or to the Helsinki District Court.



## II SPECIAL TERMS AND CONDITIONS FOR ACCOUNTS

**These Special Terms and Conditions for Accounts shall apply to account agreements with consumers.**

### Definitions

#### Account holder

An account holder refers to a person to whom the bank owes funds in the account and who may dispose of the account and the funds therein at his discretion subject to the provisions to the contrary below. There may be more than one account holder.

#### Account transaction

Account transactions refer to crediting or debiting an account with an effect on the balance of the account.

#### Authorised user

The account holder may authorise one or several persons to use his account under these terms and conditions for accounts by specifying those authorised to use the account and the scope of the authorisation in a special power of attorney approved by the bank. Such power of attorney may also be in the form of a continuing power of attorney confirmed by a local register office.

#### Average deposit

Average deposit is calculated in such a way that daily closing balances of the account during the interest calculation period are added up and divided by the number of days.

#### Holder of account access right

A person or several persons authorised by the account holder primarily in the account agreements and approved by the bank, who use the account under these account terms and conditions. The account holder must provide the bank with information on persons with the right of access to the account.

#### Legal guardian

A legal guardian is the account holder's legal representative whose status of guardianship is based on law (infancy) or an order (adults for whom a legal guardian has been appointed) by the local register office or court.

#### Payment account

A payment account is an account that is intended and can be used for the execution of payment transactions.

In case the payment account is subject to restricted use for a fixed period, due for example to an exclusion clause on pledging or account access rights, the terms and conditions governing savings and investment shall apply to the account.

#### Person authorised to access the account

A person authorised to access the account is a person whose right to use the account under clause 4 below is based on legal representation or an authorisation issued by the account holder.

#### Person opening an account

A person opening an account is a person who concludes an agreement with the bank for the opening of an account.

#### Representative based on a continuing power of attorney

A representative based on a continuing power of attorney herein refers to a person who has a mandate to manage the account holder's finances, according to a continuing power of attorney confirmed by a local register office and recorded in the Register of Guardianship Affairs.

#### Savings and investment account

A savings and investment account refers to an account that is mainly intended for saving or investing and that is subject to restrictions on use by law or due to the related account agreement.

### Value date

A value date is a reference date which the bank uses in calculating interest on funds debited or credited to the account.

#### 1. Account agreement

The account agreement stipulates the following:

- Determination of interest
- Interest/interest rate on the date of conclusion of the agreement, method of its calculation, applicable reference interest rate, interest period and interest payment date
- Withdrawal fee
- Deposit period
- Exclusions related to the withdrawal of saved funds
- Other matters on which can be agreed under these terms and conditions.

#### 1.1 Conclusion of the agreement and opening of the account

A person opening an account and the bank shall conclude the account agreement in writing or electronically using electronic client identifiers.

As a rule, the account holder opens the account. Also, the account holder's legal guardian or representative based on a continuing power of attorney may agree with the bank on opening the account for his principal. Some other person may also open an account for the benefit of another person for gift purposes with the bank's permission. If the account agreement has been concluded for gift purposes, the benefactor may not reserve any right of access to the account.

#### 1.2 Withdrawal/spending limits

The account holder and the bank may separately agree on any withdrawal/spending limits on the account.

#### 1.3 Special clauses applicable to fixed-term accounts

##### Settlement period

The account will be closed upon termination of the settlement period stipulated in the account agreement unless otherwise agreed with the bank during the settlement period.

During the settlement period, the account holder may

- withdraw interest most recently paid into the account
- extend the account agreement on terms to be agreed with the bank
- close the account.

##### Paying interest and closing the account

If matured funds in a fixed-term account must be transferred to a separate management account, as stipulated in the account agreement, but the management account has been closed or blocked, or the fixed-term account has been blocked or pledged, the matured funds shall remain in the fixed-term account. No interest will be paid on the deposited funds after the maturity date. The account holder may withdraw funds by closing the account, subject to the provisions of blocking or pledging the fixed-term account.

The payment account notified by the account holder is used as the management account.

#### 2. Rights of legally competent account holders

##### 2.1 One account holder

The account holder has control over his account. He may decide on the use of funds held in his account and on those authorised to access the account, and may agree with the bank on any changes to the account agreement and on closing the account.



### **Pledging funds in the account**

The account holder may pledge funds held in the account. The pledgee shall notify the bank of such pledging in order to secure his rights.

### **Payment instruments**

Funds may be withdrawn from the account and payment orders related to the account may be given using the payment instruments approved by the bank. The bank and the account holder will specifically agree on payment instruments to be given to the account holder and those authorised to access the account, unless otherwise stipulated in the account agreement.

### **2.2 Several account holders**

Should there be more than one account holder, each of them alone has the right to access the account and use funds in the account using the payment instruments on which they have agreed with the bank and to make decisions concerning the account, unless otherwise stipulated in the account agreement. However, changes pertaining to ownership of the account may not be made without all of the account holders' permission.

In case the account agreement stipulates that the account must be accessed jointly by the account holders, decisions pertaining to the account may be made with all of the account holders' permission only.

If any of the account holders wants to block use of the account, the bank must be notified thereof, in which case the bank has the right to block its use and the account may be used only by all account holders together.

### **Closing the account**

The account may not be closed without all of the account holders' permission unless it has remained unused for a lengthy period and only an insignificant amount of funds remains in the account.

### **Account holder's withdrawal from the account agreement**

Each account holder may severally withdraw from the account agreement by cancelling the agreement for his part as specified in clauses 12 or 13 of these terms and conditions below.

### **Pledging funds in the account**

Funds held in the account may be pledged only by the account holders jointly. The pledgee shall notify the bank of such pledging in order to secure his rights.

### **Authorising access to the account**

The account holders may only jointly authorise a third party to access the account, unless otherwise agreed.

### **Payment instruments**

Funds may be withdrawn from the account and payment orders related to the account may be given using the payment instruments approved by the bank. Each account holder shall separately agree with the bank on payment instruments that he will personally use, unless otherwise stipulated in the account agreement.

All account holders shall jointly agree with the bank on issuing payment instruments to those authorised to access the account, unless otherwise stipulated in the account agreement.

### **Access to information**

Each account holder has the right to obtain all information on the account and account transactions for the period during which he is an account holder.

### **3. Rights held by the account holder under legal guardianship**

A person under legal guardianship may personally conclude an account agreement with the bank if his capacity has not been limited. The account holder may use the account only as notified by his legal guardian.

A minor at the age of 15 or older may personally conclude an account agreement and dispose of funds which are paid to him in person, by virtue of a special legislative provision, or which he has earned.

### **4. Rights of persons authorised to access the account**

#### **4.1 Rights of legal guardian**

The account holder's legal guardian shall dispose of the account in the same manner as the account holder. The legal guardian concludes an agreement with the bank for opening and closing the account, notifies the bank of the person authorised to access the account and agrees with the bank on payment instruments. In the event of more than one legal guardian, they shall dispose of the account and make decisions on the account jointly unless they have otherwise agreed with the bank or the legal guardians' duties have not been segregated on the basis of a decision issued by a relevant authority.

Both the legal guardian and the principal have the right to obtain information on all of the matters related to the principal's account. The legal guardian's right to obtain information also applies to the period prior to his appointment to act as legal guardian. If the legal guardian has been appointed to perform a specific task, he has the right to obtain information only on account matters related to the task specified in his appointment.

#### **4.2 Rights of the representative based on a continuing power of attorney**

In addition to the account holder, a representative based on a continuing power of attorney has the right to agree with the bank on opening and closing the account and the right of access to the account and on payment instruments.

#### **4.3 Rights of the holder of account access rights**

The holder of account access rights may use funds in the account using the payment instruments agreed between the account holder and the bank.

The holder of account access rights may obtain information on account transactions only within the scope of authorisation given by the account holder.

The holder of account access rights must promptly return all payment instruments to the bank when the account is closed or the access right is cancelled.

The holder of account access rights has the right to obtain information on account transactions for the period during which his access rights are valid. The holder of account access rights may not alter the terms and conditions of the account, conclude additional agreements pertaining to the agreement, pledge funds in the account, close the account or assign his access right to a third party or authorise a third party to withdraw funds from the account, unless otherwise agreed.

#### **4.4 Rights of the authorised user**

With the bank's permission, the authorised user may use the account, dispose of the account and receive information on account transactions within the powers based on a special power of attorney issued by the account holder. The authorised user may not assign this authorisation to a third party unless otherwise stipulated in the power of attorney.

### **5. Overdraft**

The account holder and the person authorised to access the account may use payment instruments only without overdrawing the account. If the account holder or the person authorised to access the account does not use payment instruments as stated above, the bank will have the right to enter the debit amount as the bank's credit balance which falls due for immediate payment. In case of material breach of agreement, the bank has the right to cancel the account agreement with immediate effect.

Due to an overdraft, the account holder is obliged to pay the bank penalty interest equalling seven (7) percentage points above the reference interest rate valid from time to time as referred to in §12 of the Interest Act, a charge for sending a reminder letter and other charges and fees arising from the overdraft in accordance with the list of service charges and fees. The bank has the right to debit the account for said charges and fees.



## 6. Bank's right not to accept use of the account

The bank has the right not to accept use of the account if

- the bank has not received the information referred to in clause 7 of the General Terms and Conditions for Payment Services;
- the signature on the document intended for withdrawal differs from the specimen signature in the bank's possession;
- the account user cannot reliably prove his identity;
- the authorisation issued by the account holder does not fulfil the requirements set for it by the bank;
- a cheque is cashed after the period for cashing; or
- the bank has otherwise reason to suspect the validity of use of the account.

## Bank's right to close the account or restrict use of the account

The bank has the right to close the account or restrict its use if

- the account holder is declared bankrupt;
- the account holder becomes subject to International sanctions;
- a legal guardian is appointed for the account holder;
- the representative, based on a continuing power of attorney confirmed by the local register office, and the account holder are unable to agree on use of the account;
- the setoff conditions laid down in the Act on Credit Institutions have been fulfilled;
- the account is used for business;
- any of the account holders demands it
- the bank has reason to suspect misuse of the account; or
- the security of using the account is at risk.

The bank has the right to close the account if, despite a reminder, the account lacks funds for payment of bank service charges and fees until the account holder has paid these charges and fees in accordance with clauses 5 and 10 of these Special Terms and Conditions for Accounts. The bank shall afterwards inform the account holder of closing the account.

## 7. Debiting and crediting of the account, and the account's value date

### 7.1 7.1. Debiting of the account

The amount of money based on a payment order will be debited from the account as soon as the bank has received the payment order. If the due date based on the order is later than the date of receiving the order, the amount of money will be debited at the beginning of the due date stated in the order. If the due date for the order is not a banking day, the due date will be postponed until the following banking day.

If the original amount of money to be debited based on the order is other than that of the account's currency and if the date of receiving the order or the due date is not a banking day, the due date will be postponed until the following banking day. In such a case, the amount will also be debited at the beginning of the due date.

A cash withdrawal will be debited on the date of the withdrawal.

### 7.2 Crediting of the account

The amount of money based on a payment transaction denominated in euros and performed within OP Financial Group on a real-time basis will be credited to the account holder's account any day of the week.

The amount of money based on a payment order between banks or bank groups will be credited to the account holder's account immediately on the banking day on which the amount has been paid into the account with the account holder's bank and the bank has received the information required for crediting to the account holder's account.

If the original amount of money based on the payment order is denominated in a currency of an EEA state, the amount will be credited to the account holder's account immediately on the banking day on which the amount has been paid into the account with the account holder's bank, the bank has received the information required for crediting to the account holder's account and the required foreign exchange transactions have been executed.

If the original amount of money based on the payment order is denominated in a currency other than that of an EEA state, the amount will be credited to the account holder's account no later than the banking day after the amount has been paid into the account with the account holder's bank, the bank has received the information required for crediting to the account holder's account and the required foreign exchange transactions have been executed.

A euro-denominated cash deposit will be credited to the account as soon as the cash has been verified for authenticity and counted. If a cash deposit is denominated in a currency of an EEA state, crediting this amount to the account will also necessitate executing the required foreign exchange transactions.

If a cash deposit is denominated in a currency other than that of an EEA state, the cash will, however, be credited to the account holder's account no later than the following banking day.

For executing foreign exchange transactions, the day in question must be a banking day in both Finland and the home state of the currency.

### 7.3 Value date

The value date for debiting the account is a day on which the amount of a payment transaction is debited.

The value date for crediting the account is a banking day on which the amount of a payment transaction is paid into the account with the account holder's bank.

If the original amount of money is denominated in a currency of an EEA state, the value date for crediting the account will, however, be a banking day on which the required foreign exchange transactions have been executed. If the original amount of money is denominated in a currency other than the euro or that of an EEA state, the value date for crediting the account is a banking day on which the amount is paid into the account holder's account.

The value date of a cash deposit is a day on which the cash is credited to the account. The value date of a cash withdrawal is a day on which the cash is withdrawn from the account.

## 8. Reference interest rate

A change in the deposit rate equals that in the reference interest rate. When the reference interest rate changes the deposit rate may decrease to zero (0) at its lowest.

The bank will not notify in advance of any change in the deposit rate. The reference interest rate valid from time to time is available from the bank's branches and on OP eServices at [op.fi](http://op.fi).

### 8.1 Determination of the reference interest rate

#### Euribor rate

The Euribor (or Euro interbank offered rate) is the rate at which prime banks operating in the euro zone are willing to lend funds in euros to other prime banks.

The interest rate applicable to the account will remain the same throughout the interest determination period. The length of the interest determination period appears from the name of the reference interest rate unless otherwise specified in the account agreement. The reference interest rate changes in accordance with the rate when the interest determination period begins.

If the first day of the interest determination period is not a Euribor quotation day, the reference rate is the reference rate of the previous quotation day.

If the determination period for the Euribor rate is on a daily basis (Euribor 1 week or Euribor 1 month), at the time of opening an account the interest rate for the first interest period will be determined by the reference interest rate effective on the day of opening the account.



If the determination period for the Euribor rate is some other period (Euribor 1 month, 3 months, 6 months, 9 months or 12 months), at the time of opening an account the interest rate for the first interest period will be determined by the reference interest rate effective prior to the day of opening the account.

#### **OP-Prime interest rate**

The OP-Prime rate, determined by the Executive Board of OP Cooperative, is a reference rate announced by OP Cooperative which is used to regulate OP Financial Group's borrowing and lending rates in Finland. In determining the OP-Prime rate, the Executive Board shall take account of developments in market interest rates and interest rate expectations. More information on the bases for OP-Prime rate determination is available at op.fi and from OP Financial Group member bank branches.

#### **Base rate**

The base rate is the rate half-yearly confirmed by the Ministry of Finance. It is the 12-month average market rate issued during three calendar months preceding its confirmation, which is rounded off to the nearest quarter of a percentage point.

#### **Eonia interest rate**

The Eonia interest rate (Euro OverNight Index Average) is an effective overnight interest rate computed as a weighted average of all overnight unsecured lending transactions in the euro-zone interbank market.

Its determination period is one (1) day. If the first day of the period is not an Eonia quotation day, the reference rate is the reference rate of the previous quotation day.

### **8.2 Cessation or suspension of quotation of the reference interest rate**

If quotation of the reference interest rate ceases or is suspended, the reference interest rate applicable to the deposit shall be determined in accordance with a statute which is issued on the new reference interest rate or with a decision or instructions issued by the authorities.

If no statute on a new reference interest rate is enacted or no decision or instructions on the reference interest rate are issued by the authorities, the bank and the account holder will agree on a new reference rate applicable to the deposit. If the bank and the account holder cannot reach agreement on a new reference rate before the end of the interest rate determination period, the reference rate applicable to the deposit will remain the rate applied to the deposit before the end of the interest rate determination period.

If the bank and the account holder cannot reach agreement on a new reference rate within six (6) months of the end of the interest rate determination period, the bank shall determine a new reference rate after consulting banking regulators.

A new reference interest rate will take effect no earlier than one (1) month of the date when the bank has informed the account holder in writing thereof.

### **9. Account transactions**

The bank shall keep accounts of the amount of deposit, its changes and other account transactions, which is to serve as reliable proof of the account holder's account balance, unless otherwise proved by the account holder.

### **10. Charges and fees**

The account holder shall pay charges and fees related to the opening, use and maintenance of the account and those related to reports sent by the bank, which are available from the list of service charges and fees valid from time to time. The bank has the right to debit the account for said charges and fees.

The list of service charges and fees is available at all of the bank's branches.

#### **10.1 Sufficient funds to cover charges and fees**

The account holder shall ensure that his account has sufficient funds for debiting the charges and fees which the bank has the right to

debit in accordance with the account agreement, these general terms and conditions or some other commitment.

#### **10.2 Entry of the bank's charges and fees in case of no funds**

If the account has no sufficient funds for debiting the bank's charges and fees under the circumstance as referred to in clause 10.1 above, the bank has the right to enter the debit amount as the bank's receivable.

Such debit amounts include

- penalty interest, charges and fees under the account agreement; and
- charges and fees, based on other agreements between the account holder/a person authorised to use the account and the bank or on other orders, on whose debiting from the account has been agreed.

#### **10.3 Consequences in case of no funds**

If the account has no sufficient funds for debiting penalty interest and the bank's charges and fees as set forth in clause 10.2 above, the account holder shall pay the bank and the bank has the right to debit the account, using the funds deposited into the account afterwards, the amount of penalty interest on the bank's receivable, the charge for sending a reminder letter and other collection charges and fees.

Penalty interest is seven (7) percentage points higher than the reference interest rate valid from time to time as referred to in section 12 of the Interest Act.

### **11. Withdrawal limit per calendar month**

If the account agreement applicable to the payment account sets a withdrawal limit per calendar month, the account holder must give notice of deposits higher than that one (1) month prior to the withdrawal. If the account agreement applicable to the savings or investment account sets a withdrawal limit per calendar month, the account holder must give notice of deposits higher than that six (6) months prior to the withdrawal. Unless such funds have been withdrawn within 15 days of their maturity, the notice is regarded as having expired.

If the bank agrees to the withdrawal of deposits greater than the monthly withdrawal limit without a notice, the bank will charge a fee specified in the list of service charges and fees.

### **12. Termination and cancellation of the account agreement (payment account)**

Unless otherwise stipulated in the account agreement, the account holder has the right to terminate the account agreement for the payment account with immediate effect, in which case funds held in the account must be withdrawn. The bank has the right to terminate an account agreement other than that for a fixed-term account at two (2) months' notice, unless a longer notice period has been specified in the account agreement.

The bank has the right to cancel the account agreement with immediate effect if the account is used for business or its use is otherwise in material breach of these terms and conditions, or the account holder or a person authorised to access the account is in material breach of obligations under the account agreement.

The account holder has the right to cancel the account agreement with immediate effect if the bank has been in material breach of obligations under the account agreement.

The bank shall notify the account holder in writing or electronically in a manner specifically agreed of said termination or cancellation.

Upon termination or cancellation of the account agreement, charges and fees related to the account will fall due for payment as soon as the notice period has expired or cancellation has taken effect. The bank shall refund the amount of charges and fees paid in advance by the consumer for the period after the termination of the agreement.

When the account agreement has terminated, the bank will have the right to close the account and discontinue the provision of related ancillary services, and to cancel agreements for such ancillary services. In such a case, the account and services it includes can no longer be used.



When the account is closed or its access right is cancelled, the account holder and a person authorised to access the account must immediately return all of the account's payment instruments to the bank.

**13. Termination and cancellation of the account agreement (savings and investment account)**

The account holder has the right to terminate an account agreement other than that for the savings and investment account at six (6) months' notice. However, the account holder has the right to terminate the account agreement with immediate effect if the withdrawal limit per calendar month does not apply to the account, as referred to in clause 11 above.

The bank has the right to terminate an account agreement other than that for the savings and investment account at two (2) months' notice.

The bank has the right to cancel the account agreement with immediate effect if the account is used for business or its use is otherwise in material breach of these terms and conditions, or the account holder or a person authorised to access the account is in material breach of obligations under the account agreement.

The account holder has the right to cancel the account agreement with immediate effect if the bank has been in material breach of obligations under the account agreement.

**14. Funds in the closed account**

If the account has funds at the time of termination/cancellation, the bank will keep them on behalf of the account holder. No interest is paid on such funds.

**15. Liability for loss**

The bank is liable for any direct or indirect loss caused to the account holder in accordance with clauses 15.1, 15.2 and 16. below.

In addition, the bank is liable for any interest loss that it has caused to the account holder due to its error or neglect. The bank will return service fees it has charged only to the amount relating to the error or neglect that caused the loss.

The account holder is not entitled to compensation from the bank unless he or a person authorised to access the account reports the error to the bank within a reasonable time from the date when he detected or should have detected the error.

However, the bank shall not be held liable for loss if a force majeure event referred to in clause 12 of the General Terms and Conditions for Payment Services has prevented it from fulfilling its obligation.

**15.1 Direct loss**

The bank is liable to compensate for any direct loss that has been caused to the account holder due to the bank's error or neglect. Such direct losses include necessary costs incurred by the account holder in his efforts to have the error remedied.

**15.2 Indirect loss**

The bank is liable to the account holder for indirect losses due to its negligence when it is a matter of action contrary to the obligations prescribed by the Payment Services Act or specified in the account agreement by virtue of said Act. In such a case, indirect losses refer to a loss of income or earnings arising from the bank's erroneous action or from measures due to said erroneous action, to a loss caused by the non-fulfilment of an obligation based on another agreement, or another loss comparable with them that is difficult to predict. However, the bank is not liable for an indirect loss caused by an error or neglect occurred in the execution of a payment order.

However, the bank may become liable only for an indirect loss that has causal connection with the bank's action in violation of laws or the agreement and that the bank could have reasonably foreseen.

The bank may not invoke limitations of liability if it or another party for whose action it is responsible has caused the loss wilfully or through gross negligence.

**16. Mitigation of loss**

A customer sustaining a loss must take reasonable measures in order to mitigate the loss. If he fails to do so, he is personally liable for the loss in this respect.

Damages payable by the bank for breach of either laws or the agreement may be adjusted if the amount is unreasonable in view of the reason for the breach, any possible contribution to the loss by the account holder or a person authorised to access the account, the amount of consideration paid for the payment service, the bank's chances of foreseeing the loss and preventing it from occurring, and any other relevant circumstances.

**17. Deposit guarantee (deposit insurance)**

Funds in this account belong within the scope of deposit guarantee valid from time to time, to the extent prescribed by law.