

Please refer to the "Price and Service List" for further information about the bank.

# Conditions for payments by direct debit in the SEPA core direct debit scheme

The following conditions apply to SEPA core direct debit payments the customer makes to payees via his/her account at the bank.

## 1. General

### 1.1 Definitions

A direct debit is a payment transaction initiated by the payee to debit the customer's account, where the amount of the respective payment is specified by the payee.

### 1.2 Current and updated fees

#### 1.2.1 Current and updated fees

The fees for direct debit transactions are set out in the "Price and Service List".

The customer shall be notified of any changes to the fees for direct debiting in writing no later than two months before they take effect. If the customer has agreed on an electronic communication channel with the bank as part of the business relationship, the changes can also be offered in this way. Proposed changes made by the bank will only come into effect if the customer accepts them. The Bank may only expressly enter into an agreement with the customer to change a fee that is based on a payment by the customer in excess of the main service.

The change of fees for the payment services framework agreement (current account agreement) is governed by Section 12 paragraph 12.5 of the General Terms and Conditions.

### **1.2.2 Fees for customers who are not consumers**

The provisions of No. 12.2-6 of the General Terms and Conditions shall continue to apply to charges and changes for payments by customers who are not consumers.

## **2. SEPA direct debit**

### **2.1 General**

#### **2.1.1 Key features of the SEPA direct debit scheme**

With the SEPA direct debit procedure, the customer can make payments in euros to the payee via the bank within the Single Euro Payments Area (SEPA). The SEPA includes the states and territories listed in the annex.

Payments by SEPA core direct debit require the customer to authorise the payment recipient and their payment service provider to

- Use the SEPA direct debit scheme and
- collect the payments by SEPA direct debit mandate before the payment transaction.

The payee initiates the respective payment transaction by submitting direct debits to the bank via the payment service provider.

In the case of an authorised payment based on a SEPA direct debit, the customer can request reimbursement of the debited direct debit amount from the bank within a period of eight weeks from the time the debit is posted to his account.

#### **2.1.2 Customer identifiers**

The customer shall use the IBAN<sup>1</sup> provided and, also, for cross-border payments outside the European Economic Area<sup>2</sup>, the bank's BIC<sup>3</sup> as his customer identifier vis-à-vis the payee, since the bank is authorised to execute the payment under the SEPA core direct debit scheme exclusively on the basis of the received customer identifier. The bank and the other parties involved make the payment to the payee using the IBAN specified by the payee in the direct debit data record as his customer identifier and, in the case of cross-border payments outside the EEA, the BIC additionally specified.

### **2.1.3 Transfer of direct debit data**

For SEPA core direct debits, the direct debit data can also be forwarded via the message transmission system of the Society for Worldwide Interbank Financial Telecommunication (SWIFT), which is based in Belgium and has data centres in the European Union, Switzerland and the United States.

## **2.2 SEPA direct debit mandate**

### **2.2.1 Issue of the SEPA Direct Debit Mandate (SEPA Direct Debit Mandate)**

The customer issues a SEPA direct debit mandate to the payee. This authorises the customer's bank to honour the payee's SEPA core direct debits. The mandate must be given in writing or in the manner agreed with the bank. This authorisation also contains the express consent whereby the payment service providers and any intermediaries involved in the direct debit collection process may access, process, transmit and store the personal data of the customer as required for the execution of the direct debit.

The SEPA direct debit mandate must contain the following declarations from the customer:

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<sup>1</sup> International Bank Account Number.

<sup>2</sup> Refer to the annex for the list of member states.

<sup>3</sup> Bank Identifier Code.

- Authorisation of the payee to collect payments from the customer's account by SEPA direct debit and
- Instruction to the bank to honour the SEPA core direct debits drawn on his account by the payee.

The SEPA direct debit mandate must contain the following authorisation data:

- Name of the payee,
- A creditor identification number,
- Identification as a one-time or recurring payment,
- Customer name (if available),
- Name of the customer's bank and
- customer ID (refer to section 2.1.2).

In addition to the authorisation data, the direct debit mandate may contain additional information.

### **2.2.2 Direct debit authorisation as a SEPA direct debit mandate**

If the customer has granted the payee a direct debit authorisation, authorising the payee to collect payments from his account by direct debit, he is at the same time instructing the bank to honour the direct debits drawn by the payee on his account. With a direct debit authorisation, the customer authorises his bank to honour the direct debits of the payee. This direct debit authorisation is considered a SEPA direct debit mandate. Sentences 1 to 3 also apply to direct debit authorisations granted by the customer before these terms and conditions come into force.

The direct debit authorisation must contain the following authorisation data:

- Name of the payee,
- Name of the customer,
- Customer ID as per Section 2.1.2, or the customer's account number and sort code.

In addition to the authorisation data, the direct debit authorisation may contain additional information.

### **2.2.3 Revocation of the SEPA direct debit mandate**

The customer can revoke the SEPA direct debit mandate by notifying the payee or his bank (preferably in writing) with the result that subsequent payment transactions are no longer authorised.

If the revocation is made to the bank, it will take effect from the business day following receipt of the revocation in accordance with the "Fees and Services List". In addition, this should also be declared to the payee so that the payee does not collect any further direct debits.

### **2.2.4 Limiting or rejecting SEPA core direct debits**

The customer may separately instruct the Bank to limit or disallow payments under SEPA core direct debits. This instruction must be received by the Bank no later than the end of the business day as indicated in the "Price and Service List" before the due date specified in the direct debit data set. Whenever possible, this instruction should be given in writing and addressed to the branch responsible for the bank account. In addition, this should also be explained to the payee.

## **2.3 Collection of the SEPA core direct debit by the creditor on the basis of the SEPA direct debit mandate**

1. The SEPA direct debit mandate issued by the customer remains with the payment recipient. The payee shall take over the authorisation data and enter any additional details in the data set for the collection of SEPA

core direct debits. The respective direct debit amount is specified by the payment recipient.

2. The payee electronically transmits the data record for collection of the SEPA core direct debit to the bank as the paying agent, with the involvement of its payment service provider. This data set shall also represent the customer's instruction to the bank in the respective SEPA core direct debit (refer to Section 2.2.1, sentences 2 and 4, and Section 2.2.2, sentence 2). For the receipt of this instruction, the bank waives the agreed form for the issuance of the SEPA direct debit mandate (refer to section 2.2.1 sentence 3).

## **2.4 Payment transaction based on the SEPA direct debit**

### **2.4.1 Limiting or rejecting SEPA core direct debits**

1. Incoming SEPA direct debits from the payee are debited from the customer's account on the due date specified in the data set with the direct debit amount specified by the payee. If the due date does not fall on a business day of the bank as stated in the "Price and Service List", the account will be debited on the next business day.

2. An account debit shall not be made or shall be cancelled at the latest on the second bank business day<sup>4</sup> after it was made (see Section 2.4.2) if

- The bank has received a revocation of the SEPA direct debit mandate in accordance with section 2.2.3,
- the customer does not have a sufficient credit balance on the account or sufficient granted overdraft for payment of the direct debit (lack of funds); the Bank shall not pay partial amounts,
- The IBAN of the payer specified in the direct debit data record cannot be assigned to any of the customer's accounts at the bank or

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<sup>4</sup> Banking days are all working days except: Saturday, 24 and 31 December.

- The direct debit cannot be processed by the bank because the direct debit data record
  - a creditor identifier is missing or is clearly incorrect for the bank
  - a mandate reference is missing,
  - the date of issue of the mandate is missing or
  - no due date is specified.

3. Furthermore, the account shall not be debited or the debit shall be reversed no later than on the second banking day after the debit entry was made (see Section 2.4.2) if this SEPA core direct debit is opposed by a separate instruction of the customer pursuant to Section 2.2.4.

#### **2.4.2 Settlement of SEPA core direct debits**

The payments of SEPA core direct debits are settled if the debit entry on the customer's account is not cancelled at the latest on the second banking day after it was made.

#### **2.4.3 Information on the non-execution or cancellation of the debit entry or refusal of the payment**

The bank shall notify the customer without delay, but no later than by the deadline agreed pursuant to Section 2.4.4, of the non-execution or reversal of the debit entry (see Section 2.4.1, paragraph 2) or the refusal to honour a SEPA core direct debit (see Section 2.4.2). This can also be done via the agreed account information channel. In doing so, the bank will, as far as possible, state the reasons and indicate how errors that led to the non-execution, cancellation or rejection can be rectified.

If the bank justifiably refuses to settle an authorised SEPA direct debit due to insufficient funds in the account (see Section 2.4.1 paragraph 2 second bullet point), it will charge the fee shown in the "Fees and Services List".

## **2.4.4 Execution of the payment**

1. The bank undertakes to ensure that the direct debit amount that it debits to the customer's account on the basis of the SEPA core direct debit presented by the payee is received by the payee's payment service provider at the latest within the execution period indicated in the Fees and Services List.
2. The execution period begins on the due date specified in the direct debit record. If this day is not a business day as specified in the Bank's "Price and Service List", the execution period shall commence on the following business day.
3. The Bank will inform the Customer about the execution of the payment using the method agreed for account information and at the agreed frequency.

## **2.5 Customer's right to a refund for authorised payments**

1. For authorised payments based on a SEPA core direct debit, the customer may request the bank to refund the direct debit amount debited within a period of eight weeks from the date of the debit entry on his account without stating a reason. In doing so, it restores the account to the state it would have been in without the debit of the payment. Any claims for payment by the payee against the customer remain unaffected.
2. The claim for reimbursement under paragraph 1 is excluded as soon as the respective amount of the direct debit entry has been explicitly authorised by the customer directly to the bank.
3. The customer's claims for reimbursement in the event of an authorised payment not being made or being executed incorrectly are governed by section 2.6.2.

## **2.6 Claims for reimbursement, correction and compensation by the customer**

### **2.6.1 Refund for an unauthorised payment**



If a payment is not authorised by the customer, the bank has no claim against the customer for reimbursement of its expenses. Instead, it is obliged to refund the direct debit amount debited from the customer's account. In doing so, it shall restore the account to the state in which it would have been had the unauthorised payment not been debited. This obligation shall be fulfilled no later than by the end of the business day as indicated in the "Price and Service List" that follows the day on which the Bank was notified that the payment is unauthorised or the Bank has otherwise become aware of this. If the bank has informed a competent authority in writing of justified reasons for suspecting fraudulent conduct on the part of the customer, the bank shall be obliged to review and fulfil its obligation under sentence 2 without delay if the suspicion of fraud is not confirmed.

#### **2.6.2 Claims for unauthorised, incorrectly executed or late execution of authorised payments**

1. In the event of non-execution or incorrect execution of an authorised payment, the customer may request the bank to immediately and fully reimburse the direct debit amount to the extent that the payment was not made or was incorrect. The bank will then restore the account to the state it would have been in had the payment transaction not been executed incorrectly.
2. The customer may claim from the bank, in addition to the claim under paragraph 1, the reimbursement of those fees and interest that the bank has charged the customer in connection with the non-execution or incorrect execution of the payment.
3. If the direct debit amount is not received by the payee's payment service provider until after the execution period in section 2.4.4 paragraph 2 has expired (delay), the payee can request that his payment service provider credit the direct debit amount to the payee's account as if the payment had been properly executed.
4. If a payment transaction has not been carried out or has been carried out incorrectly, the Bank will, at the customer's request,

retrace the payment transaction and inform the customer of the result.

### **2.6.3 Indemnification for breach of duty**

1. If an authorised payment is not executed, is executed incorrectly or late or if an unauthorised payment is made, the customer may demand compensation from the bank for any loss not already covered by sections 2.6.1 and 2.6.2. This shall not apply if the Bank is not responsible for the breach of duty. In this case, the bank is liable for any negligence attributable to an intermediary as if it were its own negligence. If the customer has contributed to the occurrence of damage through culpable conduct, the extent to which the bank and the customer must bear the damage is determined according to the principles of contributory negligence.

2. Liability under paragraph 1 is limited to €12,500. This limit of liability does not apply

- For unauthorised payments,
- in the event of intent or gross negligence by the bank,
- for risks which the bank has assumed in particular, and
- for the interest loss incurred by the customer, if the customer is a consumer.

### **2.6.4 Claims of customers who are not consumers**

Notwithstanding the claims in sections 2.6.2 and 2.6.3, in the event of an authorised payment that is not executed, executed erroneously or executed with a delay, or in the event of an unauthorised payment, in addition to any claims for restitution under Section 667 and Sections 812 et seq. of the German Civil Code (Bürgerliches Gesetzbuch, BGB):

- The bank is liable for its own negligence. If the customer has contributed to the occurrence of damage through culpable conduct, the extent to which the bank and the customer must bear

the damage is determined according to the principles of contributory negligence.

- The Bank shall not be liable for any negligence on the part of its intermediaries. In such cases, the Bank's liability is limited to the careful selection and instruction of the first intermediary.
- The amount of the customer's claim for damages is limited to the direct debit amount plus the fees and interest charged by the bank. Insofar as this involves the assertion of consequential damages, the claim is limited to a maximum of €12,500 per payment. These limitations of liability do not apply to intentional acts or gross negligence on the part of the Bank, to risks which the Bank has specifically assumed or to unauthorised payments.

#### **2.6.5 Disclaimer and exclusion of objections**

1. The bank shall not be liable under Sections 2.6.2 to 2.6.4 in the following cases:

- The bank provides proof to the customer that the payment amount was received by the payee's payment service provider on time and in full.
- The payment was executed in accordance with the payee's incorrect customer identification provided by the payee. In this case, however, the customer may request the bank to endeavour, within the scope of its possibilities, to recover the payment amount. If it is not possible to recover the payment amount in accordance with sentence 2 of this sub-section, the Bank shall be obliged, upon written request, to provide the customer with all available information so that the customer can assert a claim for a refund of the payment amount. For the bank's activities in accordance with sentences 2 and 3 of this sub-section, the bank shall charge the fees set out in the "Price and Service List".

2. Any claims by the customer under Nos. 2.6.1 to 2.6.4 and any objections by the customer against the Bank as a result of non-execution or incorrect execution of payments or as a result of unauthorised payments shall be precluded if the customer fails to inform the Bank thereof no later than 13 months after the date of the debiting of an unauthorised or incorrectly executed payment. The period shall only begin if the bank has informed the customer of the debit entry for the payment in accordance with the agreed method of providing account information no later than one month after the debit entry; otherwise, the date of notification shall be decisive for the commencement of the period. The customer may also assert claims for damages in accordance with section 2.6.3 after expiry of the deadline in sentence 1 if he was prevented from complying with this deadline through no fault of his own.

3. Claims by the customer are excluded if the circumstances

- Claims by the customer are excluded if the circumstances giving rise to a claim are based on an unusual and unforeseeable event over which the bank has no influence and the consequences of which could not have been avoided despite the application of due care, or
- were brought about by the bank due to a legal obligation.

## **Attachment: List of countries and territories belonging to SEPA**

### **States of the European Economic Area (EEA)**

#### **Member States of the European Union:**

Belgium, Bulgaria, Denmark, Germany, Estonia, Finland, France (including French Guiana, Guadeloupe, Martinique, Mayotte, Réunion), Greece, Ireland, Italy, Croatia, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Austria, Poland, Portugal, Romania, Sweden, Slovakia, Slovenia, Spain, Czech Republic, Hungary, Cyprus.

### **Other countries:**

Iceland, Liechtenstein, Norway.

### **Other countries and territories**

Andorra, Guernsey, Isle of Man, Jersey, Monaco, Saint Pierre and Miquelon, San Marino, Switzerland, Vatican City, United Kingdom of Great Britain and Northern Ireland.