



# Terms of settlement

Valid as of 01.12.2016

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## Definitions

**A current account (Account)** is a bank account in which the Bank reflects the Client's funds, the payments made by and received by the Client, as well as all other operations related to the funds held in the account.

**Settlement day** is the day, when the payment service providers involved in the execution of a payment transaction are open for the settlement of the payment transaction. Generally, a settlement day is every calendar day, except Saturdays, Sundays, national or public holidays.

The settlement day depends on the payment transaction and its channel (Internet bank, bank office, etc.). More detailed information about the times for the settlement of payments in SEB (clearing times) can be found on the webpage at [www.seb.ee](http://www.seb.ee)

**Eurozone** is the area, where the euro has been adopted as the single currency of the European Union.

**European bank** means a bank in a member state.

**European payment** is a payment made to a European bank in euros.

**IBAN** (*international bank account number*) is the international format for the account number.

**Unique Identifier** is a combination of letters, numbers or symbols (e.g. the account number), determined by the bank, which is used for unique identification of the client's account.

**Member states** are the member states of the European Union, Island, Liechtenstein, Norway, Switzerland and Monaco.

**Transfer order** (payment order, cross-border payment order) is an instruction of the remitter to the bank for effecting a payment. A transfer order may be given also via beneficiary (e-invoice with automated standing order, direct debit).

**Payment transaction** (payment) is any cash deposit or withdrawal and transfer of funds initiated by the remitter or beneficiary.

**Payment intermediary** (incl. correspondent bank, payment system) is a payment service provider, through which the payment order is forwarded to the beneficiary's bank.

**Remitter** is a natural or legal person, who has given a transfer order to the payment service provider servicing the same.

**Internal payment** is a payment, where the accounts of both, the remitter as well as the beneficiary are opened at SEB.

**SEB** is AS SEB Pank.

**Beneficiary** is a natural or legal person, who receives the funds transferred under a transfer order.

**Beneficiary's bank** is a bank or any other payment service provider, where the beneficiary's account is located.

**Cross-border payment** is a payment, which is not an internal payment or an European payment and where the remitter's or beneficiary's account

- is not in an European bank, or
- is in a European bank; however the payment is initiated in another currency than the euro.

A payment in a foreign currency to another Estonian bank is always executed as a cross-border payment.

## General provisions

### Applicable conditions

1. The terms of settlement are applied to each payment, initiated from or received in an account opened at SEB.
2. Depending on the channel or manner of initiating a payment, the procedure or initiating or receiving a payment is regulated also by the terms and conditions of other SEB products and services (e.g. issues concerning a payment with a debit card are regulated with the terms and conditions of an international debit card agreement).

### Identification of account and bank

3. When transferring the received amount to the beneficiary's account and upon need, returning the payment to the remitter, SEB proceeds from the unique identifier of the client.
4. In case there is a conflict between the beneficiary bank's BIC (*Business Identification Code*) and the postal address, SEB shall proceed from the BIC of the payment service provider. If the remitter has not specified the BIC on the transfer order or if the BIC forwarded by the remitter differs from the beneficiary bank's BIC, known to SEB, then SEB may proceed from the BIC that is known to it when fulfilling the transfer order.

### Submitting data

5. SEB may forward the relevant remitter's data (e.g. unique identifier, name, personal identification code or date and place of birth, address) to the payment intermediary, beneficiary's bank and beneficiary.
6. Upon request of SEB, the client shall present to SEB the documents, which confirm the legal origin of funds used in a payment transaction.

### Commission fee

7. Unless otherwise agreed, SEB shall debit:
  - 7.1 the amount of payment and the related commission fees from the remitter's account immediately upon receipt of the transfer order;
  - 7.2 the commission fee related to the receipt of the payment from the beneficiary's account immediately after the amount of payment transaction has been transferred to the beneficiary's account.

### Rights and obligations of SEB

8. A transfer order shall be binding to SEB as of the moment it receives a proper transfer order, i.e.
  - 8.1. SEB has had an opportunity to examine the content of the transfer order and
  - 8.2 this transfer order can be fulfilled, i.e.
    - the transfer order contains all the data requested by SEB;
    - the transfer order was submitted in the format requested by SEB;
    - SEB has not set any restrictions to the transfer order, and
    - the client's funds are sufficient for fulfilling the transfer order and paying the commission fees.
9. If a transfer order is originated with a future date, it is deemed that SEB has received the transfer order on the date as stipulated in it. This applies above all, if the transfer order corresponds to all conditions established by SEB (see Clause 8). If the transfer order is originated in SEB with a future date and before the arrival of this date SEB receives a notification on the death of the remitter, then SEB will not execute the transfer order.
10. SEB may use in the payment transaction a payment intermediary chosen by itself. If in its transfer order the client has determined the payment intermediary, SEB shall be entitled to change the payment intermediary, chosen by the client, without informing the client thereof.
11. SEB can at any time change the offered payment types, incl. may end the provision of a certain payment (such as urgent payment, express payment, etc.), by informing thereof via its homepage and branch offices.

### Term of execution of a transfer order

12. The amount of a payment transaction is transferred to the beneficiary's account by the term as set out in this Chapter.
13. If the beneficiary's bank or intermediary, involved in the execution of a transfer order does not have a settlement day on the respective day, then crediting of the account of the beneficiary's bank will be postponed by the respective day.
14. Cash deposit and withdrawal deadlines are presented in the price list of SEB, which is available on the website at [www.seb.ee](http://www.seb.ee). Internal payment

### Internal payment

15. Generally, SEB executes an internal payment order within one hour as of receiving it. SEB executes a transfer order received after 10 p.m. during the term as specified above, however in the account statement it may be shown also as a next day transaction, i.e. the payment is deemed completed on the next day.

### European payment initiated at SEB

16. **Ordinary payment** - the transfer order is executed at the latest on the next settlement day, following the receipt of the transfer order; a paper-based transfer order is executed at the latest on the second settlement day, following the receipt of the transfer order.
17. **Express payment** (possible only in the Eurozone) - the transfer order is executed at the latest on the next settlement day, following the receipt of the transfer order.

### European payment received at SEB

18. SEB transfers the amount of a received European payment to the beneficiary's account
  - 18.1 on the same settlement day, when the payment is received in the correspondent account of SEB (shown in the correspondent account statement of SEB) or
  - 18.2 on the next settlement day following the same, if the payment is received in the SEB's correspondent account after the end of the settlement day of SEB.

### Cross-border payment initiated at SEB

19. If the beneficiary's bank of the cross-border payment is located **in a member state**, the transfer orders shall be executed within the following deadlines:
  - 19.1 **Ordinary payment** - at the latest on the third settlement day, following the receipt of the transfer order;
  - 19.2 **Urgent payment** - at the latest on the second settlement day, following the receipt of the transfer order;
  - 19.3 **Express payment** - at the latest on the next settlement day, following the receipt of the transfer order.
20. If the beneficiary's bank of the cross-border payment is located **outside the member state**, the transfer orders shall be executed within the following deadlines:
  - 20.1 **Ordinary payment** - at the latest on the seventh settlement day, following the receipt of the transfer order;
  - 20.2 **Urgent and express payments** - at the latest on the fifth settlement day, following the receipt of the transfer order. Urgent and express payments are processed faster than ordinary payments only at SEB. SEB will not guarantee that also the payment intermediaries and the beneficiary bank process express and urgent payments faster.

### Cross-border payment received at SEB

21. SEB transfers the amount of a received cross-border payment to the beneficiary's account
  - 21.1 on the same settlement day, when the payment is received in the correspondent account of SEB (shown in the correspondent account statement of SEB);
  - 21.2 on the next settlement day following the same, if the payment is received in the SEB's correspondent account after the end of the settlement day;
  - 21.3 at the latest on the second settlement day following the receipt of the amount in the correspondent account of SEB, if the cross-border payment comes from a bank located outside the member state and is executed in another currency than the euro or that of the member state.
22. If SEB has credited the amount of a cross-border payment to the beneficiary's account before the respective funds have been received in the correspondent account of SEB, then SEB may, in case of late payment, debit the amount of cross-border payment from the beneficiary's account or block the account within the said amount until the sum, indicated in the transfer order, is received in the correspondent account of SEB.
23. SEB may reject the payment and refuse to credit the funds to the beneficiary's account, if the information about the remitter on the received cross-border payment is incomplete.

## Exchange rates

24. SEB uses the exchange rate of a currency effective at SEB at the moment of transaction (debiting or crediting) in a payment transaction, requiring conversion from one currency to another, if e.g.:
  - 24.1 the remitter initiates the payment from its account in a currency, differing from the account currency (e.g. a payment from USD account is originated in euros);
  - 24.2 the beneficiary receives a payment in a currency, differing from the account currency (the beneficiary has a EUR account, in which a payment in USD is received);
  - 24.3 the foreign bank returns the payment, initiated by the remitter (e.g. if the information is inaccurate or the beneficiary's account is closed);
  - 24.4 the remitter cancels a payment made in a foreign currency.
25. SEB may establish with its price list that starting from a certain amount, SEB may for a payment transaction, involving currency exchange, proceed from the market rate, assigned by the bank. SEB assigns market rates on working days from 9 a.m. to 5 p.m.
26. Payments can be made only in currencies, quoted by SEB. Information on quoted currencies is available on the webpage at [www.seb.ee](http://www.seb.ee) and at the branch offices.

27. SEB may end quotations for a currency at any time or impose restrictions to initiating or receiving payments in certain currencies or to certain countries or on other conditions as established by the same. SEB discloses information on restrictions on the webpage at [www.seb.ee](http://www.seb.ee).

## Revoking a transfer order

28. The client may revoke its transfer order, if SEB has not started to execute the transfer order by the time the respective application is received.
29. The client shall submit to SEB an application for revoking a transfer order in a format enabling written reproduction and pursuant to procedure set out in the general terms and conditions of SEB, specifying on the application all the relevant data of the transfer order and the reason for revoking.
30. SEB shall credit the refunded amount to the account, from which the payment was originated, unless the remitter has instructed SEB otherwise. SEB will not refund the commission fee, charged for the payment.
31. If the transfer order cannot be revoked (see Clause 28), SEB shall make its best endeavours to inform the payment intermediary, the beneficiary's bank or the beneficiary of revoking of the transfer order. In this case it is possible to recover the amount of the payment transaction
- 31.1 upon agreement of the payment intermediary or beneficiary's bank, if the amount of payment transaction is still at their disposal or
- 31.2 upon the consent of the beneficiary, if the amount of payment has already been credited to the beneficiary's account.
32. In cases specified in Clauses 30 and 31, SEB will credit the amount of payment transaction to the remitter's account only, if it has been returned to SEB's correspondent account.

## Methods for calculating a commission fee

33. Commission fees for executing transfer orders are presented in the price list of SEB.
34. SEB may debit additional commission fee from the remitter's account for a payment, where the method of paying the bank charges is:
- 34.1 "remitter pays" ("without charges to beneficiary") and the commission fee, paid by the remitter to SEB does not cover the commission fee claim, which the beneficiary's bank or the payment intermediary has sent to SEB;
- 34.2 "shared" and a payment intermediary has been used for forwarding the transfer order.
35. "Remitter pays" method of paying the charges may be used only for a payment, executed:
- 35.1 to a member state and where execution of the transfer order involves currency conversion (see Clauses 24.1 and 24.2);
- 35.2 outside a member state, i.e. the beneficiary's bank is located outside the member state;
- 35.3 in another currency than euro or that of the member state.
36. If a payment is made from the remitting bank in a member state in the currency of the member state or in euros, the transfer order of which does not indicate currency conversion, the only method for paying bank charges may be "shared". If the transfer order indicates "without charges to beneficiary" or "all charges to beneficiary", SEB may replace it independently with the "shared" method of paying bank charges.
37. The remitter shall pay for the expenditures in connection with inquiries, corrections, additions, confirmations, revocation of transfer order (incl. in the case stipulated in Clause 31) and for costs in connection with other similar operations, pursuant to the price list, valid at SEB; whereas the remitter shall also pay in full extent all the commission fees of the payment intermediary or beneficiary's bank, incurred during performance of such operation. SEB may debit the said commission fees later from any account of the remitter.

## Liability

### Liability of SEB

38. When executing a transfer order SEB shall proceed from the unique identifier presented to the same even, if more information has been presented for the execution of the transfer order.
39. SEB shall not be liable for failure to execute or for delayed or incorrect execution of a transfer order if:
- 39.1 this was due to inaccurate or deficient transfer order, given by the remitter (e.g. the remitter has not presented all the data requested by SEB, which are necessary for executing the transfer order);

- 39.2 this was due to an incorrect unique identifier, presented to SEB (see Clause 38);
- 39.3 the remitter or the beneficiary has not presented to SEB documents, stipulated in Clause 6;
- 39.4 the remitter intends to execute a payment in a currency, which is not quoted by SEB or to which SEB has established restrictions;
- 39.5 the amount on the remitter's account or delivered in cash is insufficient for executing the transfer order and for paying the related commission fee;
- 39.6 the payment was neglected or unduly fulfilled or delayed by the beneficiary's bank, the payment intermediary chosen by the client or in cases provided in Clause 40, by another payment intermediary.
- 40. SEB is not liable to a business client, if the payment intermediary, incl. the payment intermediary chosen by SEB, has
  - 40.1 made deductions from the amount of the payment transaction;
  - 40.2 failed to execute the transfer order;
  - 40.3 delayed the execution of the transfer order;
  - 40.4 executed the transfer order incorrectly;
  - 40.5 caused any damage, arising from the above.
- 41. In the case, provided in Clause 39.2, the remitter has the right to request its bank to help the remitter as far as possible to recover the amount of the payment transaction. The remitter's bank may charge the remitter a fee for that.
- 42. In cases and pursuant to procedure set out in law, SEB may disclose to the remitter the relevant data of the beneficiary (name, contact data, etc.), so that the remitter could reclaim from the beneficiary the incorrectly transferred amount.

### Liability of the remitter

- 43. The remitter shall be responsible for the mistakes, deficiencies, inaccuracy and transmission errors in the transfer order forwarded by the same.
- 44. SEB shall not refund the commission fee to the remitter, if the amount of payment transaction is returned due to inaccurate data presented by the remitter.
- 45. If the remitter or the beneficiary has concluded a current account agreement with SEB, an international debit card agreement or any other payment service agreement, also the provisions of the respective payment service agreement shall be taken as basis when imposing liability.

### Complaints

- 46. The client shall file with SEB a complaint related to a payment pursuant to the procedure set out in the general terms and conditions of SEB.
- 47. Generally, SEB responds to a complaint within one month.

### Amendment of the terms of settlement

- 48. SEB may at any time unilaterally change the terms of settlement, by informing thereof pursuant to procedure and deadlines as specified in the general terms and conditions of SEB.
- 49. The terms of settlement are available on the webpage at [www.seb.ee](http://www.seb.ee) and the bank offices.