

2.6.2 Compensation for neglect of duty

In the case of non-execution, incorrect execution or delayed execution of an authorised payment, or if a payment is unauthorised, the customer may – besides any claims for restitution under Sections 667 and 812 ff. of the German Civil Code (*Bürgerliches Gesetzbuch [BGB]*) – request the Bank to provide compensation for any loss or damage incurred as a result in accordance with the following rules.

- The Bank shall be liable for any fault on its own part. If the customer has contributed to the occurrence of any loss or damage through culpable conduct, the principles of contributory negligence shall determine the extent to which the Bank and the customer must bear the loss or damage.
- The Bank shall not be liable for any fault on the part of intermediary institutions chosen by it. In such cases, the Bank's liability shall be limited to the careful selection and instruction of the first intermediary institution.
- The Bank's liability for any loss or damage shall be limited to the amount of the direct debit, plus the charges and interest levied by the Bank. Where consequential loss or damage is involved, liability shall, in addition, be limited to a maximum of € 12,500 per direct debit. This limitation of liability shall not apply to deliberate intent or gross negligence by the Bank or to risks which the Bank has assumed on an exceptional basis or to unauthorised payments.

Any claims pursuant to Section 675y of the German Civil Code (*Bürgerliches Gesetzbuch [BGB]*) shall be precluded.

2.6.3 Preclusion of liability and objection

- (1) Any liability by the Bank under Section 2.6.2 shall be precluded in the following cases:
- The Bank proves to the customer that the full amount of the payment reached the payee's payment service provider in due time.
 - The payment was executed in conformity with the incorrect unique identifier of the payee provided by the payee.

In this case, the customer may, however, request the Bank to make reasonable efforts to recover the amount of the payment. If it is not possible to recover the amount of the payment pursuant to sentence 2 of this bullet point, the Bank shall be obligated to provide to the customer, at the customer's written request, all available information so that the customer can assert a claim for a refund of the amount of the payment. For its activities pursuant to sentences 2 and 3 of this bullet point, the Bank shall levy the charge set out in the "List of Prices and Services".

- (2) Any claims by the customer under Sections 2.6.1 and 2.6.2 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 within a period of 13 months at the latest after being debited for an unauthorised or incorrectly executed payment. This period shall start to run only once the Bank has informed the customer about the debit entry for the payment through the agreed account information channel no later than one month after the debit entry was made; otherwise the date on which the customer is informed shall determine when the period commences. The customer may assert claims for compensation resulting from fault-based liability of the Bank under Section 2.6.2 also after expiry of the period referred to in sentence 1 if they were prevented, through no fault of their own, from adhering to this period.
- (3) Any claims by the customer shall be precluded if the circumstances substantiating a claim
- are based upon an exceptional and unforeseeable event on which the Bank has no influence and whose consequences could not have been avoided even by exercising due diligence or
 - were brought about by the Bank as a result of a statutory obligation.

Annex: List of SEPA countries and territories

1.1 Countries belonging to the European Economic Area (EEA)

Member states of the European Union:

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

Further countries:

Iceland, Liechtenstein, Norway.

1.2 Other countries and territories:

Guernsey, Isle of Man, Jersey, Monaco, Saint-Pierre & Miquelon, San Marino, Switzerland.