



Regulation of the Governor no 65

Tallinn, 22.09.2022

Setting the general terms and conditions of account management

- (1) This regulation sets the general terms and conditions of account management at Eesti Pank (appended).
- (2) Regulation of the Governor of Eesti Pank no 40 of 7 April 2015 "Setting the general terms and conditions of account management" (wording of Regulation no 68 of 8 June 2015) is repealed.
- (3) This Regulation enters into force on 21 November 2022.

(signed digitally)
Madis Müller, Governor

For the attention of:
Governor, Deputy Governors, all departments

General terms and conditions of account management at Eesti Pank

§ 1. General Provisions

- (4) These terms and conditions for keeping accounts in Eesti Pank (the general terms and conditions) regulate the relationship between Eesti Pank as the account manager and a person applying to open an account in Eesti Pank (the applicant) or a person holding an account in Eesti Pank (the client) for opening and using one or more accounts held in Eesti Pank (the account). Unless otherwise provided by legislation or a contract, these terms and conditions do not apply to accounts held by credit institutions at Eesti Pank.
- (5) The currency of the account is the euro.
- (6) Eesti Pank allows the account holders to make bank transfers to and from the account (payment transaction) and keeps funds belonging to the client or received for the client on the account.
- (7) Eesti Pank follows the law, the general conditions, contracts and agreements in force between Eesti Pank and the client, and the client's orders when processing payment transactions and keeping funds.
- (8) If there is a conflict between the general conditions and any special conditions set by Eesti Pank or agreed between Eesti Pank and the client about holding certain accounts or about transactions on the client's account, the special conditions will take precedence.

§ 2. The right of Eesti Pank to decide about opening an account

- (1) Legal persons or institutions may apply to open accounts with Eesti Pank if holding their accounts helps Eesti Pank to execute its duties and if they have sufficient technical and organisational capacity for proper and risk-free management of the account relationship.
- (2) Eesti Pank is free to decide who it will open an account for. Before deciding whether to open an account, Eesti Pank assesses the risks from holding the account and the need for the account in the execution of its duties.

§ 3. Applying to open an account

- (1) Applications to open an account must be submitted to Eesti Pank using the form on the Eesti Pank website. Documents certifying the legal status of the applicant and the authorisation of its representatives must be submitted together with the application. If there are shortcomings in the application or the supplementary documents, Eesti Pank will give the applicant a reasonable time to rectify those shortcomings.
- (2) Clients may generally hold one account at Eesti Pank. A client wishing to open more than one account at Eesti Pank must submit a reasoned application to do so that will be processed under the general procedure and deadlines for opening accounts. The priority for Eesti Pank in making its decision will be to avoid risks and to treat all applicants or clients equally. Eesti Pank may require the applicant or the client to submit further data or documents if they are needed to clarify:
 - 1) the reliability of the information presented about the legal status of the applicant or the client;
 - 2) the validity and scope of the authorisation and right of representation of the managers or representatives of the applicant or client;
 - 3) the ownership and control structure of the applicant or client as a legal person, which must allow the actual beneficial owner to be identified;
 - 4) the approximate number of transactions intended to be made through the account at Eesti Pank,

the expected transaction partners, the purposes of the transactions, and the role of those transactions in the activities of the applicant or client.

§ 4. Deciding on opening an account and formalising it

- (1) Eesti Pank makes the decision to open an account or to refuse to do so within 45 calendar days of the day when an application complying with all the requirements and accompanied by all the required documentation is submitted to Eesti Pank. If Eesti Pank considers that it needs additional input to be able to take the decision, it may extend the time allowed for the decision by up to 14 calendar days, informing the applicant of this before the initial deadline for taking the decision expires.
- (2) The opening of an account is formalised as a decision by Eesti Pank or as a contract between the client and Eesti Pank.
- (3) If an account is opened as a decision by Eesti Pank, Eesti Pank may at any time request that a contract be drawn up between the two parties setting out the conditions for holding the account, and the client must accede to that request.

§ 5. Using the account

- (1) The client may use the account for the following purposes:
 - 1) to deposit euros;
 - 2) to make payment transactions;
 - 3) to ensure payment obligations are met.
- (2) Orders given by the client for use of the account that are accepted by Eesti Pank are binding on Eesti Pank.
- (3) The client may only use the account through a representative or representatives that the client has properly authorised or that have the legal right to represent the client.
- (4) To confirm that the representative has the necessary authorisation, Eesti Pank may at any time request from the representative of the client a personal identification document, a power of attorney, a document confirming the right of signature, a specimen signature, or any similar document. To change the representatives authorised to use the account or the scope of their right of representation, the client must promptly submit to Eesti Pank all the data that are needed to ensure the legal certainty of transactions between Eesti Pank and the client

§ 6. Client orders

- (1) The client submits its orders, including payment instructions, to Eesti Pank electronically or in a form agreed between Eesti Pank and the client that meets the applicable security requirements. If it is temporarily not possible to submit orders electronically or if doing so entails an excessive risk, orders may be submitted in any form that allows for reliable reproduction of the orders in writing and that is accepted by Eesti Pank. If the payment instructions are exceptionally submitted in a form that cannot be processed automatically by Eesti Pank, Eesti Pank is not obliged to process more than five payment orders submitted in such form in a day.
- (2) Eesti Pank has the right to assume that the content of an order given by the client corresponds fully to the client's intent.
- (3) Eesti Pank will only accept orders from the client that conform with the agreement between the client and Eesti Pank, are properly, lawfully and unambiguously drawn up, and clearly express the client's intent. A payment instruction must contain at least the following information or allow Eesti Pank to establish unambiguously the following:

- 1) the payer's name;
- 2) the payer's account number in IBAN standard form;
- 3) the data required to identify the payer, which may be registration number, registry code, personal identification code or address;
- 4) name of the payee;
- 5) the IBAN standard account number of the payee or the account number of the payee and BIC of the payee's bank, or if the payee is a bank, the BIC of that bank;
- 6) the address of the payee;
- 7) the amount and currency of the payment;
- 8) the value date on which Eesti Pank has to start executing the payment order;
- 9) where needed, an explanation in words of the purpose of the payment or a reference number;
- 10) where needed, the registered information of the payment intermediary used by the client, for the correspondent bank of the payee's credit institution.

§ 7. The time and conditions for accepting client orders

- (1) Settlement days are all days except Saturdays, Sundays, Estonian national and public holidays and Easter Monday. Eesti Pank has the right to make one of those days listed into a settlement day as an exception.
- (2) Eesti Pank accepts client orders from 09.00 to 17.00 on settlement days. Orders received after working hours on a settlement day are deemed to have been received on the next settlement day.
- (3) Eesti Pank accepts client orders if the client has submitted all the information that Eesti Pank needs to execute the order. Eesti Pank accepts the payment instruction contained in an order if the balance of the client's account at the time the instruction has to be fulfilled is sufficient to cover it and if the due date for fulfilment of the payment instruction set by the client allows the payment instruction to be executed on time.
- (4) If the client order does not meet the requirements of subsection 6 (3) of the general conditions, Eesti Pank may request that the client clarify the order or submit additional information by no later than the end of the next settlement day. If the client does not clarify the order or does not provide the requested additional information within that time, Eesti Pank has the right to refuse to execute the order.
- (5) Eesti Pank has the right to record all the orders submitted by the client or other information about the use of the account, and to use the records to prove the content, form or other circumstances of the orders of the client.

§ 8. Execution of client orders

- (1) Eesti Pank executes the orders of the client in accordance with the law in force and the contracts or arrangements signed between Eesti Pank and the client.
- (2) If the account does not hold sufficient funds to cover the order, Eesti Pank will only execute the order if this has been agreed beforehand and if the client has provided Eesti Pank with collateral or a deposit that is sufficient to cover the amount required for the order.
- (3) Eesti Pank is not required to execute a conditional order of the client.
- (4) Eesti Pank debits the transaction amount from the account on the value date designated by the client.

§ 9. Withdrawal or revocation of an order

- (1) The client may withdraw an order given to Eesti Pank by submitting an application to that effect in writing to Eesti Pank.
- (2) An order cannot be withdrawn if Eesti Pank has already fulfilled its obligations under the order or has become unable to dispose independently of the funds that are the object of the order, or if the conditions of the transaction in the order mean it cannot be withdrawn.
- (3) The client may revoke a completed payment instruction with the agreement of Eesti Pank if it is technically and legally possible to do so and does not breach the contractual obligations of Eesti Pank or the client.

§ 10. Erroneous transactions

- (1) If Eesti Pank has erroneously credited the account, including this occurring without legal grounds, the client must inform Eesti Pank of this immediately after discovering the erroneous transaction and must return the erroneously credited amount.
- (2) Eesti Pank has the right, without seeking the client's consent, to block amounts that have been erroneously credited to the client's account and that have not been refunded by the client, or to debit the client's account by that amount.
- (3) If Eesti Pank has erroneously debited the account, Eesti Pank must credit the account with the amount erroneously debited from it immediately it has discovered the erroneous transaction.

§ 11. Verifying the legal status of the client or the lawfulness of the activities of the client

- (1) If Eesti Pank receives information that casts doubt on the compliance of the client as a legal person with the applicable requirements or on the lawfulness of the activities of the client, Eesti Pank may request that the client submit any data or documents needed to remove such doubt, or may take one or several of the following measures:
 - 1) verification of the client's legal status, the information submitted by the client or the right of representation of the client's representative from additional documents or data originating from a trustworthy independent source;
 - 2) confirmation of the authenticity of the documents submitted by the client and the correctness of the information contained therein, including by verifying the lawfulness of the form of the documents, or requesting that the person who issued the document also confirm the authenticity of the document;
 - 3) contact with the client or other persons in order to obtain data about the client's legal status, business relationships or transactions.
- (2) Eesti Pank has the right to delay the execution of the client's orders or to suspend the client's payments until the client's legal status has been identified or until the lawfulness of the client's activities has been verified from the data, documents or measures specified in subsection (1).

§ 12. Suspension of payments

- (1) Suspension of payments means that Eesti Pank refuses to execute the client's orders for using the funds on the client's account. Eesti Pank has the right to suspend the client's payments if there is reasonable doubt about one or more of the following circumstances:
 - 1) the identity of the client's representative;
 - 2) the validity of the authorisation of the client's representative;
 - 3) the lawfulness of the origin of the funds in the account;
 - 4) the lawfulness of the client's transactions;

- 5) the client's ability to perform its obligations.
- (2) Eesti Pank does not bear any liability for any direct or indirect losses caused to the client as a result of payments being suspended.

§ 13. Closure of the account

- (1) Unless otherwise provided by law, Eesti Pank has the right to close the client's account with Eesti Pank at any time without advance notice and to demand that the client pay all its debts that are related to the use of the account or that are to be debited from the account by law or under a contract. Eesti Pank's right to close the account is not contingent on any limiting conditions such as a prior violation of the general conditions or the law by the client. If the client does not pay its debts within the time limit set by Eesti Pank, Eesti Pank shall have the right to use, without advance notice, the collateral provided by the client to Eesti Pank in order to settle those debts, unless otherwise provided by the terms of the collateral agreement.
- (2) The client has the right to close its own account by sending an instruction to that effect to Eesti Pank in writing. Before closing the account, the client must pay all its debts that are related to the use of the account or that are to be debited by law or under a contract.
- (3) The closure of the account does not have any impact on any prior monetary claims falling due or being settled.
- (4) Before closing the account, Eesti Pank credits the interest payable to the client to the account and debits the interest and charges payable to Eesti Pank and the client's debts from the account. Eesti Pank pays the balance of the account to the client or to a third party designated by the client or transfers it to an account indicated by the client.
- (5) If the client has not given Eesti Pank an order to pay out the balance of the account or to transfer that balance to another account, Eesti Pank will keep the funds that were in the client's account in its own account and pay them out at the first request of the client or deposit them with a notary on behalf of the client. Eesti Pank will calculate interest on funds left or ending up in the possession of Eesti Pank following the closure of the account only if the obligation to calculate interest has been stipulated in a legal act issued by the European Central Bank.
- (6) Eesti Pank has the right to reject any payment instruction to credit a closed account. Eesti Pank will return all funds sent to a closed account to the initiator of the payment. Payments addressed to a closed account may only be forwarded by Eesti Pank to the client that held that account or to a legal successor of the client if the initiator of the payment does not request that the payment be returned and if Eesti Pank has reliable information about the identity of the client or its legal successor and has the data needed for forwarding the payment to that person.
- (7) Unless otherwise provided by law, Eesti Pank has the right when closing the account to terminate the contracts and agreements that were signed between Eesti Pank and the client for the purpose of holding the account or for which the existence of the account is an essential condition of validity.
- (8) An account that has been closed cannot be reopened. A new account in Eesti Pank can be opened for the client under the procedure and rules set out in the general conditions.

§ 14. Fees

- (1) Service fees for using the account are to be paid at the rates set out in §15 of the general conditions.
- (2) Eesti Pank and the client may agree on fee rates other than those stated in §15 of the general conditions or for transactions to be free if this is justified by the circumstances and will not cause significantly unequal treatment of account holders at Eesti Pank.
- (3) Eesti Pank has the right to debit the fees from the client's account in amounts that correspond to the fee

rates, unless this in conflict with the law or with a current contract between Eesti Pank and the client. The fees are debited on the first settlement day of the month following the month that the payment obligation is incurred unless otherwise agreed between Eesti Pank and the client.

- (4) If Eesti Pank does not debit the fees that have fallen due from the client's account, the client must transfer them to the account of Eesti Pank against an invoice sent to the client by Eesti Pank. The invoice must at least state the grounds for the fee, the amount payable and the due date of the fee.
- (5) If the client fails to pay a fee by the due date, Eesti Pank may require that the client pay late interest on the overdue sum at the rate provided for in section 113 (1) of the Law of Obligations Act, which is calculated from the due date until the date the payment obligation is actually paid.

§ 15. Fee rates

- (1) The fee for each execution of a payment instruction is 1 euro.
- (2) The fee for each execution of an order to withdraw a payment instruction is 5 euros.

- (3) The fee for each execution of an order to revoke a payment instruction is 5 euros.

§ 16. Interest

- (1) Eesti Pank calculates interest on funds in the account following the procedure and at the rate provided by the legislation and contracts in force, and taking account of the common positions and decisions of the Eurosystem. An interest rate can be positive, zero per cent or negative.
- (2) Unless otherwise provided by legislation or a contract, Eesti Pank calculates interest at an interest rate of zero per cent or at the interest rate of the deposit facility of the European Central Bank, applying the lower of the two.
- (3) Eesti Pank has the right to amend unilaterally the procedure for calculating interest and the interest rate. If the procedure for calculating interest or the interest rate is set by a contract, they can only be amended by agreement between the parties, unless otherwise provided by the contract. Eesti Pank communicates changes to the interest calculation procedure or the interest rate to the client at least three calendar days before they enter into force.
- (4) Unless otherwise provided by a legislation, a contract or amendments to the procedure for calculating interest communicated by Eesti Pank in accordance with subsection (3) of this section, Eesti Pank calculates interest on the closing account balance of each settlement day, using the interest rate effective on the settlement day and a reference year of 360 days. For non-settlement days, interest is calculated on each day using the closing account balance and interest rate of the last settlement day before the non-settlement day as the closing account balance and interest rate.
- (5) Unless otherwise provided by legislation or a contract, Eesti Pank credits the interest amount payable for a calendar month to the account or debits it from the account no later than on the third settlement day of the following calendar month. If the client is required to pay interest to Eesti Pank and the account balance is less than the amount to be debited, the client must transfer the necessary amount to its account at Eesti Pank in response to the interest report that Eesti Pank sends to the client.

§ 17. Collateral and deposits

- (1) The client must ensure that there are sufficient funds in its account to execute all of its orders or other obligations or payment transactions arising from agreements.
- (2) Eesti Pank has the right to debit from the client's account all claims incurred under the general conditions or arising from other contracts or agreements between Eesti Pank and the client.

- (3) Eesti Pank has the right of pledge over all the funds in the client's account. These funds can be used as collateral to secure Eesti Pank's claims against the client.
- (4) The client has the right to ensure obligations are met by holding a deposit at Eesti Pank, which is used in accordance with the law, the rules established by Eesti Pank or an agreement between the client and Eesti Pank.

§ 18. Notifying the client

- (1) Eesti Pank keeps records of the credit and debit entries on the client's account.
- (2) The client may request that Eesti Pank provide information about the balance of the client's account and about credit and debit entries on the account.
- (3) Eesti Pank issues an account statement to the client:
 - 1) for each calendar month by the first settlement day of the next calendar month at the latest;
 - 2) for each settlement day by 09.00 on the next settlement day at the latest, unless the account has not been debited or credited on the settlement day and the client has not specifically requested an account statement showing no turnover.
- (4) Eesti Pank sends the balance statement for the year as at the last day of the year to the client by 15 January of the next year at the latest. There is no fee for the balance statement unless otherwise agreed between Eesti Pank and the client.
- (5) Eesti Pank must send to the client in writing at least the following information on transactions that have been made:
 - 1) data allowing the bank transfer to be identified;
 - 2) the amount and currency of the transfer;
 - 3) the amount of the service fee and other expenses;
 - 4) the value date.
- (6) Eesti Pank must preserve information that proves the crediting or debiting of the account for ten years after the transfers are made.

§ 19. Liability of Eesti Pank

- (1) Eesti Pank is not liable for any damages arising from errors of content or forwarding, ambiguity, abuse or mistakes contained in orders given by the client to Eesti Pank.
- (2) Eesti Pank is not liable for the non-execution or incorrect execution of an order if the order has been executed in accordance with the data submitted by the client to Eesti Pank in accordance with subsection 6 (3) of the general conditions. The client is responsible for the correctness of the data contained in an order.
- (3) If the client is unable to use the funds in its account because of a violation that is the fault of Eesti Pank and meets the criteria given in point (4) of this section of the general conditions, Eesti Pank will, at the request of the client, credit the client's account with the interest calculated on the amount blocked because of the violation for the duration of the violation. The interest rate is the latest interest rate on the main refinancing operations of the European Central Bank.
- (4) To satisfy the criterion in the preceding point, the client must show that the circumstances excluding the liability of Eesti Pank and described in points 2 and 3 of this section did not apply, and that Eesti Pank:
 - 1) did not credit the account in due time with the amount that accrued to the client;

- 2) debited the client account incorrectly;
- 3) failed to execute the client's order by the time set for it.

§ 20. Confidentiality

- (1) Eesti Pank and the client shall treat each other's information and data media as confidential, and must not disclose them to third parties and must limit the list of people who have access to that information.
- (2) The obligation to maintain confidentiality does not apply if doing so would break the law. The obligation to maintain confidentiality may be limited if this is permitted by law or provided for by an agreement between Eesti Pank and the client.
- (3) The provisions of this section do not restrict Eesti Pank's right to send information to the Financial Intelligence Unit if Eesti Pank suspects that the account is being used for money laundering or terrorist financing. Such information is communicated without the client being notified.
- (4) In the event of the obligation to maintain confidentiality being broken, the party breaking it must compensate for any direct damage caused by the breach, whether or not the breach was wilful.

Meelis Mark

19.09.2022