

# NOTICE ON DISTANCE SELLING; CONSUMER LOAN

## 1 Distance selling of financial services

Chapter 6a of the Consumer Protection Act (CPA) contains provisions on the seller's obligation to inform consumer customers (hereinafter customer) and on the possibility to cancel a deal if a financial service has been the object of distance selling.

Financial services are almost all banking services and services by fund companies, e.g. accounts, cards, credits, investment services and funds.

Distance selling means that a new contract on a financial service is drawn up and entered into e.g. in a web bank or a telephone bank without personal contact between the customer and a representative of the seller.

Changes of terms and conditions are not distance selling events referred to in the Consumer Protection Act even if the change is implemented without meeting a representative of the seller in person.

This bulletin provides the information required by the Consumer Protection Act on the bank, on the right to withdraw from a contract on financial services and on the redress mechanisms available to the customer. The prior information, the terms and conditions of the contract, and customer service are provided in Finnish and Swedish. The prior information is provided in compliance with Finnish law.

This bulletin constitutes part of the contract on a distance sale. However, it concerns only distance selling of financial services to consumer customers as set forth in Chapter 6a of the CPA.

## 2 Information on the bank

Danske Bank A/S, Finland Branch (hereinafter the Bank), offers banking services through its network of branches as well as telephone and Internet services.

The address at the bottom of the page is Danske Bank A/S, Finland Branch's official address, the service for customers is not provided from there. Customer service is offered for example in Danske Bank's Helsinki-Kaivokatu office and its address is Kaivokatu 6, 00100 Helsinki.

The Bank is supervised by the Finanstilsynet, Århusgade 110, DK-2100 Copenhagen Ø, Denmark, telephone + 45 33 55 82 82, [www.finanstilsynet.dk](http://www.finanstilsynet.dk).

Within the scope of their authority, the operations of the Bank are also supervised by the Financial Supervisory Authority, Snellmaninkatu 6, P.O. Box 103, FI-00101 Helsinki, Finland.

The Bank's activities are supervised in the case of consumer issues, also by the Consumer Ombudsman ([www.kkv.fi](http://www.kkv.fi)), Finnish Competition and Consumer Authority, P.O. Box 5, FI-00531 Helsinki Finland, telephone +358 (0)29 505 3000 (switchboard).

## 3 Right of withdrawal in distance selling

### 3.1 Contracts subject to the right of withdrawal

As a main rule, a customer entering into a new contract on a financial service through distance selling, e.g. on a web bank or a telephone bank, has the right to withdraw from the contract. The customer may withdraw from a contract on a credit entered into through distance selling. However, the customer shall not have the right to withdraw from the credit contract if the contracting parties have already fulfilled their contractual obligations in their entirety at the express request of the consumer.

The effects of a withdrawal are set forth in greater detail in the general terms and conditions of the credit contract. In the customer withdraws from the contract, the Bank shall have the right to demand as damages the actual annual interest on the credit for the time the credit facility had been at the customer's disposal. The actual annual interest is set forth in the credit contract.

### 3.2 Duration and commencement of the period of withdrawal

The right of withdrawal shall remain in force 14 days from the time at which the customer entered into a new contract on a financial service through distance selling, such as a web bank or a telephone bank, and having received or having been able to receive the contract material concerning the financial service.

### 3.3 Instruction on withdrawal

A customer, who chooses to exercise his right of withdrawal, shall inform the Bank through the telephone bank at tel. 0200 2590 (mcc/Inc) Monday to Friday from 9 am to 4 pm or with a message through the web bank. Sending messages through the telephone bank or the web bank requires the use of identification codes. The notification must specify the agreement to be cancelled.

Having withdrawn from a contract, the customer must also return to the bank all funds received under the credit contract within 30 days of submitting the notification of cancellation. The withdrawal becomes void, if the funds are not returned to the Bank.

## 4 Customer information and legal redress

In all matters concerning the contract and entering into the contract, the customer shall always primarily contact the helpdesk service of the Bank, 0200 2590 (mcc/Inc) Monday to Friday from 9 a.m. to 4 p.m. In the case of a dispute relating to a financial service between the bank and the customer that cannot be resolved amicably, the customer may turn to the Finnish Financial Ombudsman Bureau for help towards a resolution of the dispute, or file a complaint with the Consumer Disputes Board.

### 4.1 The Finnish Financial Ombudsman Bureau

The Finnish Financial Ombudsman Bureau can help settle disagreements but cannot give a legally binding decision on the matter. The services of the Bureau are free of charge. The Finnish Financial Ombudsman Bureau's telephone services are available on week-days from 10 a.m. to 4 p.m., telephone +358(0)9 6850 120. The address of the Bureau is Porkkalankatu 1, 00180 Helsinki. For further information, please consult the Bureau's website [www.fine.fi](http://www.fine.fi).

### 4.2 The Consumer Disputes board

The Consumer Disputes Board may issue a recommendation for a resolution of a dispute between a consumer and an entrepreneur that concerns the purchase of a consumer commodity, e.g. a financial service. The Consumer Disputes Board provides recommendations only to complaints submitted in writing.

The contact information for the Consumer Disputes Board is Hämeentie 3, P.O. Box 306, FI-00531 Helsinki, telephone +358(0)29 566 5200 (exchange). More detailed instructions on making a complaint are found on the Consumer Disputes Board website [www.kuluttajariita.fi](http://www.kuluttajariita.fi).

## 5 Main properties of the Consumer Loan

The Consumer Loan is a collateral-free consumer credit facility that can be in the range EUR 2,000 to EUR 10,000. Withdrawals are primarily made through the web bank, but they can also be implemented through the telephone bank or at a branch, if necessary. The bank is entitled to set upper and lower limits on withdrawals.

A commencement fee is charged in conjunction with the signing of the credit agreement. An annual fee is charged for the use of the credit. The fee amounts are stated in the Bank's valid price list. A withdrawal fee is also charged for each withdrawal in accordance with the Bank's service charge list valid at any time. The interest on a credit is the 3-month Euribor plus the annual interest margin charged by the Bank for Consumer Loans at any time.

Detailed information on the credit is set forth in the general terms and conditions of the credit contract of the Bank and in the credit-specific terms and conditions set forth in the credit contract. The fees and charges relating to the granting and use of credit and to other services are set forth in the Bank's service tariff valid at any time.