BULLETIN ON DISTANCE SELLING CONTRACTS IN ACCORDANCE WITH CONSUMER PROTECTION ACT
Credits/Loan

1. Distance selling of financial services
Chapter 6a of the Consumer Protection Act contains provisions on the seller’s obligation to provide information to consumer customers (hereinafter Customer) and on the right of withdrawal from the contract relating to the distance selling of financial services.

Almost all banking and fund management services such as accounts, credit, investment services and funds are financial services. Distance selling means a new contract concerning financial services is concluded from beginning to end using WebBank or telephone services. Distance selling means the Customer does not meet the seller’s representative in person when concluding a contract.

Changes to agreements are not included in the distance selling of financial services as referred to in the Consumer Protection Act even if such changes are effected using telephone services or WebBank without meeting the seller’s representative in person.

This bulletin contains advance information as required by the Consumer Protection Act, on the bank, on the right of withdrawal from contract in the distance selling of financial services and on the Customer’s legal remedies. Product-specific information on financial services is given in the Standard European Consumer Credit Information form. The advance information and contractual terms and conditions as well as Customer service are available in Finnish and Swedish. Advance information is presented as required under Finnish legislation.

This bulletin is part of a distance selling contract. However, it only applies to consumer Customers in cases involving the distance selling of financial services as provided in Chapter 6a of the Consumer Protection Act.

2. Information about Danske Bank
Danske Bank A/S, Finland Branch (hereinafter the Bank) offers Telephone Bank and WebBank services. In addition, the Bank offers traditional banking services. The official address of the Bank seen in the footer is not the branch offering customer services.

The address of the closest branch offering personal customer services is Kaivokatu 6, FI-00100 Helsinki. The customer service linked with the Bank’s products is handled there.

The Bank is supervised by the Finanstilsynet, Ørhusgade 110, DK-2100 Copenhagen Ø, Denmark, telephone + 45 33 55 82 82, 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), 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 Right of withdrawal
When the Customer completes a new agreement concerning financial services using the Telephone Bank or WebBank services, the right of withdrawal is, as a rule, connected with the same. The Customer may withdraw from a loan agreement he/she has made in distance selling. However, the Customer does not have the right to withdraw from a credit agreement if the parties to the agreement have already fulfilled their contractual obligations in full on the express wish of the Customer.

In the general terms and conditions affecting debt, the effects of withdrawal are explained in more detail. If the Customer withdrew from the agreement, the Bank shall have the right to demand a compensation equal to the interest payable for the period during which the credit has been at the disposal of the debtor Interest payable upon cancellation is given in the loan agreement.

In making contractual changes, there is no right of withdrawal.
3.2 Deadline for withdrawal and its inception
The right of withdrawal is in effect 14 days from the date on which the Customer has, with his/her service keys, completed a new financial service contract on Telephone Bank or WebBank services and has received or been able to receive contractual material concerning a financial service in his/her possession.

3.3 Instructions for withdrawal
If the Customer wishes to use his/her right of withdrawal, he/she should report this to the Telephone Bank (tel. 0200 2580) or the WebBank services (www.danskebank.fi) in the section “Contact”. Notice to the Telephone Bank or WebBank services requires the use of Danske Bank service keys. The agreement from which the Customer wishes to withdraw must be specified in the notice.

Once the Customer has withdrawn from a contract, he/she must return the funds received under its basis to the Bank in full, no later than within 30 days of sending the notice of withdrawal. Withdrawal is annulled in cases where the funds are not returned to the Bank.

4. Customer counselling and legal remedies
In questions connected with the contract and its completion, the Customer should always make contact first and foremost with the Bank’s customer counselling service, telephone 0200 2580. If any disagreement arises that cannot be mutually resolved through discussion with regard to the financial service between the Bank and the Customer, the Customer may, if he/she wishes, request assistance from the Finnish Financial Ombudsman Bureau to clarify the situation or take the disagreement to the Consumer Disputes Board for resolution.

4.1 The Finnish Financial Ombudsman Service FINE
The Finnish Financial Ombudsman Service FINE provides free-of-charge and independent advice to customers regarding insurance, banking and securities. FINE and its Banking Complaints Board also issue resolution recommendations for disputes concerning insurance, banking and securities issues. FINE does not issue decisions in cases pending at the Consumer Disputes Board. Moreover, does not issue recommended solutions for cases that are pending or have been examined by a court of law.

FINE contact information:
The Finnish Financial Ombudsman Service FINE
Porkkalankatu 1, 00180 Helsinki
Tel. (09) 685 0120
www.fine.fi

The easiest way to contact FINE is to fill in the online contact form: https://www.fine.fi/en/identify-yourself.html

4.2 Consumer Disputes Board
The Consumer Disputes Board can issue a recommended solution on a disagreement between a consumer and a business practitioner concerning a consumer’s commodity, such as the acquisition of a financial service. However, it does not handle matters which concern securities, i.e. funds, stocks, certificates of membership or bonds. The Consumer Disputes Board only issues recommended solutions in response to written complaints.

The contact information for the Consumer Disputes Board is Hämeentie 3, P.O. Box 306, FI-00531 HELSINKI, telephone 029 566 5200. More detailed instructions on making a complaint are found on the Consumer Disputes Board website www.kuluttajariita.fi.