

# BULLETIN ON DISTANCE SELLING BANK IDENTIFIERS

## 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 the Customer) and on the right of withdrawal from financial services contracts concluded via distance selling.

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

Changes to contracts 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 or online services 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 financial services contracts concluded via distance selling and on the Customer's legal remedies. The advance information and contractual terms and conditions as well as information on customer service are available in Finnish and Swedish. Advance information is presented as required under Finnish legislation.

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

## 2. Information about the Bank

Danske Bank A/S, Finland Branch (hereinafter "Bank") provides eBanking and telephone services. The Bank also provides traditional banking 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 to which the right of withdrawal applies

When a Customer concludes a new financial services contract using eBanking or telephone services, the right of withdrawal primarily attaches to the contract. For example, the Customer is entitled to withdraw from contracts relating to accounts, cards and consumer credit that are concluded via distance selling.

If the contract involves a financial service as referred to in the Consumer Protection Act, the product-specific contractual terms and conditions will indicate whether the Customer has the right of withdrawal in distance selling. In addition, the contractual terms and conditions for the financial service in question will specify the payments and fees the Customer is obliged to pay for the period during which the financial service has been available to the Customer.

The right of withdrawal does not apply to investment products such as subscriptions to investment funds, since their value fluctuates according to market changes. Furthermore, the right of withdrawal does not apply if the Customer carries out, via eBanking or telephone services, recurring transactions based on a previously concluded contract, such as payments or bank transfers on the basis of an account contract or stock market trading based on an agreement on a book-entry account, or uses a bank card or credit card based on a card contract. The right of withdrawal also does not apply in the event of changes to contracts.

### 3.2. Deadline for withdrawal and beginning of withdrawal period

The right of withdrawal applies for fourteen (14) days from the date the Customer placed an order for bank identifiers via the eBanking or telephone services and received or had the opportunity to receive the contractual material concerning the financial service.

### 3.3. Instructions for withdrawal

Should the Customer wish to exercise the right of withdrawal, he/she shall give notice of this via the telephone service on 0200 2580 or via the eBanking service ([www.danskebank.fi](http://www.danskebank.fi)) under the heading "Secure mail". The bank identifiers must be used to access the eBanking or telephone services. The notice shall specify the contract from which the Customer wishes to withdraw.

## 4. Customer advisory services and legal remedies

Should the Customer have any questions regarding contracts and the conclusion thereof, in the first instance he/she should always contact the Bank's customer advisory services department on 0200 2580. Should a dispute arise between the Bank and the Customer in respect of a financial service and the dispute cannot be resolved through negotiation, the Customer may request assistance from the Advisory Office for Bank Customers or submit the matter to 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 weekdays from 10 a.m. to 4 p.m., telephone (09) 6850 120. The address of the Bureau is Porkkalankatu 1, 00180 Helsinki.

For further information, please consult the Bureau's website.

### 4.2. Consumer Disputes Board

The Consumer Disputes Board may issue recommendations concerning disputes between consumers and businesses over acquisitions of consumer goods such as financial services. However, the Board does not deal with matters involving securities, for example funds, shares, participation certificates or bonds.

The Consumer Disputes Board only issues recommendations concerning matters submitted to it in writing. Contact information for the Consumer Disputes Board: Hämeentie 3, PO Box 306, 00531 Helsinki, tel. 029 566 5200 (PBX).

For more detailed instructions on submitting a complaint, please consult the Board's website at [www.kuluttajariita.fi](http://www.kuluttajariita.fi).

## 5. Key features of the bank identifiers

The bank identifiers comprise a personal user ID, a secret password and a security card. The bank identifiers are used for electronic identification and electronic signing. The use of the bank identifiers in the Bank's financial services corresponds to identification by means of traditional ID documents and the customer's personal handwritten signature.

As part of its role as a provider of certification services, the bank identifies Customers who use its eBanking or telephone services by means of their bank identifiers. The Bank also provides certification services (electronic identification) for third parties such as public authorities and online merchants. If the Bank and the third party have concluded an agreement on the use of the certification services, the Customer may also use his/her bank identifiers to access the third party's online services. The Customer and the third party agree on the legal effects of using the bank identifiers to access the third party's online services.

Unless otherwise stipulated in the service price list, the bank identifiers are free of charge when the Customer orders them for himself/herself for the first time (except for deliveries made abroad, which have also been priced as first deliveries). The Bank may charge the Customer for any subsequent orders according to the valid price list. The price includes the postage, materials and labour costs relating to the distance communication medium (post). VAT is not included in bank identifier deliveries.

The Customer may obtain his/her first bank identifiers even if he/she does not have an account at the Bank. A service charge for further chargeable deliveries and deliveries abroad will be debited directly from the Customer's account before the bank identifiers are delivered. Such deliveries cannot be made unless the Customer has an account at the Bank. Subsequent security cards, in other words cards replaced when an existing card is used up, will be delivered to the Customer automatically without a service charge both in Finland and abroad.

The service price lists are valid until further notice. The Bank reserves the right to make changes to the service price list in accordance with the Bank's terms and conditions for electronic transactions.

The bank identifiers are personal and must not be disclosed to third parties under any circumstances. The bank identifiers must always be stored in a safe place in accordance with instructions so that outsiders cannot gain access to or use them. The secret password must be stored separately from the customer number and the security card, and preferably committed to memory.

#### **6. Contract documents relating to bank identifiers**

The contract documents relating to bank identifiers comprise;

- In the order phase: the application for bank identifiers on the eBanking website or an oral agreement on bank identifiers concluded over the telephone
- In the delivery phase: the written agreement on bank identifiers, the Bank's terms and conditions for electronic communication and this distance selling bulletin.

In addition, the Customer is required to follow the guidelines and instructions given regarding bank identifiers, eBanking and telephone services.

The agreement on bank identifiers is valid until further notice. In accordance with the terms and conditions for electronic communication, the Customer has the right to terminate the agreement with immediate effect. The Customer also has the right to give notice in accordance with the terms and conditions referred to above.

#### **7. Right to withdraw from an agreement on bank identifiers**

During the period specified in section 3.2, the Customer may withdraw from the agreement on bank identifiers by giving notice of withdrawal in accordance with the instructions set out in section 3.3. If the Customer chooses to exercise his/her right of withdrawal;

- any measures and actions the Customer has taken using the bank identifiers prior to the withdrawal shall be binding on the Customer;
- the validity of the agreement on bank identifiers shall expire once the Bank has received the notice referred to above and has had a reasonable period of time to update the information in its systems;
- the Bank shall be obliged to refund the Customer all costs incurred in connection with the delivery of the bank identifiers, less any compensation that the Bank is
- entitled to charge the Customer in accordance with Chapter 61, Section 15 of the Consumer Protection Act (29/2005). The amount of the compensation shall be a proportion of the costs charged to the Customer. The amount shall be calculated for the period during which the bank identifiers were in the possession of the Customer from the beginning of the withdrawal period until receipt of the withdrawal notice.

Last updated 12/2017.