

Aktieägare i PSI Group ASA.

Du får det här brevet för att du är aktieägare i PSI Group ASA och har aktierna registrerade på ett VP-konto hos Euroclear Sverige.

PSI Groups ASA aktier är primärnoterade på Oslo börsen och har sedan augusti 2008 också varit sekundärnoterade på NSDAQ OMX Stockholm. Sekundärnoteringen var ett resultat av fusionen 2008, mellan PSI Group ASA och det då börsnoterade svenska bolaget CashGuard AB.

Styrelsen i PSI Group ASA har ansökt om avnotering för bolagets aktier från NASDAQ OMX Stockholm, vilken blivit godkänd. **Sista dag för handel av aktien blir den 16 mars 2012.**

Avnoteringen har främst grundat sig på att volymen av bolagets aktier, som handlas över NASDAQ OMX Stockholm, är låg och oregelbunden. Bolagets kostnader för att vara noterat på två börser är betydande, både i direkta externa kostnader och kostnader relaterade till intern administration, då två uppsättningar av börsregelverk och lagstiftning ska efterlevas.

Handeln i PSI Groups ASA aktier kommer efter avnoteringen att koncentreras till en reglerad marknad, Oslo Börs. Styrelsens avsikt är att detta ska ge bolagets nuvarande aktieägare och potentiella investerare ett mer attraktivt alternativ, än nuvarande dubbla noteringar. Endast en notering skapar också bättre förutsättningar för en god likviditet och därmed en effektivare prissättning av aktien.

Styrelsens bedömer att avnoteringen från NASDAQ OMX Stockholm inte innebär några väsentliga skillnader för den enskilde aktieägaren, annat än att handeln endast kommer att äga rum på Oslo Börs, istället för som idag på både Oslo Börs och NASDAQ OMX Stockholm.

PSI Group ASA önskar, att avnoteringen ska ske så enkelt som möjligt, för berörda aktieägare. Styrelsen har därför anlitat Nordea Bank AB, för att hjälpa till med flytt av aktierna, för direktregistrerade aktieägare med ett VP-konto hos Euroclear Sweden. I bilagan kan du därför välja mellan att flytta dina aktier kostnadsfritt till ett servicekonto i Nordea Bank AB eller öppna ett norskt VPS-konto genom Nordea Bank Norge ASA. Aktieägare som är norska medborgare och har direktregistrerade aktier i Euroclear, kommer inte att erbjudas ett servicekonto i Nordea Bank AB, men har naturligtvis möjlighet att öppna ett norskt VPS-konto.

Efter avnoteringen från NASDAQ OMX Stockholm planerar styrelsen att genomföra ett frivilligt återköp av aktier riktat till alla aktieägare, som innehar 500 aktier eller färre. Detta beräknas vara genomfört under maj månad 2012.

Om du har några frågor om aktieflytten, vänligen kontakta Nordea på telefon 08-20 69 44.

Med vänlig hälsning
Anders Nilsen,
CFO PSI Group ASA,
e-mail: anders.nilsen@psi.no
tel +47 93 25 94 10

**Blanketten postas till:**

Nordea Issuer Services
Svarspost 204 826 84
SE-110 56 Stockholm

Jag uppdrar härmed åt Nordea Bank AB "Nordea" att överföra nedan angivet antal PSI aktier från mitt VP-konto till nedan angivet Servicekonto i Nordea.

Antal PSI aktier som jag önskar flytta:**VP-konto som mitt innehav finns registrerat på:**

+

Leverans av tillgängliga aktier önskas till Servicekonto i Nordea**Servicekonto nummer:**

0	0	0												
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Undertecknad är medveten om och medger att:

- Anmälan är bindande ,
- Endast aktier registrerade på ett VP-konto är flyttbara,
- Servicekonto i Nordea måste vara öppnat vid inlämnandet av anmälningssedeln,
- Överföringen görs inom 7 dagar från att Nordea erhållit blanketten,
- Inga ändringar eller tillägg får göras i förtryckt text.

Personnummer	Telefonnummer dagtid	VAR GOD TEXTA
Namn/Firma		
Utdelningsadress (Gata, Box el dyl)		
Postnummer	Postadress	Datum
Underskrift		

Personuppgifter som aktieägaren lämnar i samband med uppdraget eller som i övrigt registreras i samband därmed behandlas av Nordea Bank AB (publ) ("Nordea") för förberedelse och administration av uppdraget. Behandling av personuppgifter kan även ske hos andra företag som Nordea samarbetar med. Om aktiesägare vill få information om vilka personuppgifter om honom eller henne som behandlas av Nordea kan aktieägaren skriftligen begära detta hos Nordea på ovan angiven adress.



Blanketten postas till:

Nordea Issuer Services
Svarspost 204 826 84
SE-110 56 Stockholm

Jag uppdrar härmed åt Nordea Bank AB "Nordea" att överföra nedan angivet antal PSI-aktier från mitt VP-konto till nedan angivet VPS-konto i Nordea Norge.

Antal PSI aktier som jag önskar flytta:

VP-konto som mitt innehav finns registrerat på:

+

Leverans av tillgängliga aktier önskas till VPS konto i Nordea Norge.

VPS kontonummer:

Undertecknad är medveten om och medger att:

- Anmälan är bindande ,
- Endast aktier registrerade på ett VP-konto är flyttbara,
- **VPS-konto i Nordea Norge måste vara öppnat vid inlämnandet av anmälningssedeln,**
- **Blanketten för öppnande av VPS-konto skall sändas med kopia av pass till:
Nordea Bank Norge ASA, Securities Operations, Postboks 1166 Sentrum, 0107 Oslo,**
- Överföringen görs inom 30 dagar från att Nordea erhållit blanketten,
- Inga ändringar eller tillägg får göras i förtryckt text.

Personnummer	Telefonnummer dagtid	VAR GOD TEXTA
Namn/Firma		
Utdelningsadress (Gata, Box el dyl)		
Postnummer	Postadress	Datum
Underskrift		

Personuppgifter som aktieägaren lämnar i samband med uppdraget eller som i övrigt registreras i samband därmed behandlas av Nordea Bank AB (publ) ("Nordea") för förberedelse och administration av uppdraget. Behandling av personuppgifter kan även ske hos andra företag som Nordea samarbetar med. Om aktiesägare vill få information om vilka personuppgifter om honom eller henne som behandlas av Nordea kan aktieägaren skriftligen begära detta hos Nordea på ovan angiven adress.

Account operator agreement – VPS account

Customer information

First name	
Last name/company name	
Street	
Street	
Postal code	Place
Country	Citizenship
Account name	

The Bank's copy The customer's copy

New Change

Organisation no/Norwegian nat'l ID no (11 digits)

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Tax ID no, if tax resident of another country than Norway

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VPS account no

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Language: Standard Norwegian New Norwegian English

Account number – fees	Account number – share dividends	Account number – coupon interest	Account number – callable bonds
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Taxation address

(if tax resident of another country than the above)

Address	
Address	
Postal code	Place
Country	

Account operator agreement – VPS account

I/we am/are aware that Nordea Bank Norge ASA, org no 911 044 110, (the "Bank") under this agreement will act as an account operator of the above VPS account and not as a broker or settlement agent. Any subscriptions and/or purchase/sales of financial instruments received by the account operator will be forwarded to Nordea Markets, the investment service unit of the bank.

I/we hereby accept the terms and conditions stated in the Account operator agreement – VPS account (page 1 to 3), the price list (page 4) and the cancellation right form (page 5 to 6). I/we confirm that I/we have been given ample time to read the terms and conditions before entering into the agreement. I/we also confirm that I/we have received a copy of the agreement.

Consumers entering into this Account operator agreement at a distance have a cancellation period of 14 days in which to withdraw from the date of this agreement. Please see below for more information about cancellation rights.

I/we authorise the Bank to charge my/our above account number for applicable fees and other costs related to the VPS account.

CUSTOMER'S/ACQUANTHOLDER'S SIGNATURE AND DATE

Both guardians have to sign on behalf of children and young persons up to the age of 18. (For corporate customers, the person/persons authorised to act on behalf of the company in accordance with the company certificate). Please use black ink and write as clearly as possible within the frame.

CONFIRMATION OF VALID SIGNATURE AND DATE

(Notary public, lawyer or accountant).

To be completed if the form is not signed in front of a bank officer.

Note! When establishing a customer and/or an account relationship with the Bank you accept to be included in the Nordea Group's central customer register.

To be completed by the Bank

Original proof of identity provided in accordance with the applicable rules for customer verification and proof of identity. Copy enclosed.	<input type="checkbox"/> Bank card	<input type="checkbox"/> Driving licence	<input type="checkbox"/> Passport
	<input type="checkbox"/> Company certificate	<input type="checkbox"/> Authorisation	<input type="checkbox"/> Other
Number	Issuer		

for Nordea Bank Norge ASA

Date	Department/branch	Telephone	Signature and AC no of bank customer adviser
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V01

Account operator agreement – VPS account

1. The accountholder (the "Accountholder") hereby appoints the Bank as the account operator for the VPS account(s) (the "VPS account") with Verdipapirsentralen (the Norwegian Central Securities Depository, "VPS") as specified on the previous page on the terms and conditions of this agreement. The Bank is obliged and entitled to execute the account operator service in accordance with applicable legislation and the rules and terms and conditions of VPS applicable from time to time, including any standard terms or business terms and conditions between the Bank and VPS (jointly referred to as the "Framework"). The Accountholder agrees to contribute to ensuring that the Bank can fulfil the above requirements. The Framework is available on VPS's websites, currently at <http://www.vps.no/public/>.
2. The Bank's main activity is banking and financial services as licensed by the Norwegian Ministry of Finance according to Norwegian banking and finance legislation. The Bank is subject to supervision by the Financial Supervisory Authority of Norway and registered in the Norwegian Register of Business Enterprises. The Bank's account operation activities are, among other things, regulated by the Norwegian Securities Register Act, the Securities Trading Act, the Commercial Banking Act and the Financial Institutions Act. These acts are available on www.lovdato.no. The Bank's head office is located at Middelthunsgate 17, 0368 Oslo, its telephone numbers are + 47 22 48 56 56 (Securities Services) and + 47 22 48 50 00 (switchboard), and its web address is www.nordea.no.
3. Access to other services, including online investor services, is subject to separate agreement(s) between the Accountholder and the Bank.
4. The Accountholder and any persons authorised to operate the account are obliged to give information, document and prove his/her identity in accordance with applicable Norwegian legislation and the Framework, including applicable rules for customer verification and proof of identity. The Accountholder must immediately inform the Bank, c/o Securities Services, in writing of any changes to the information provided, ie the Accountholder's name, address, telephone number, fax number (if relevant), e-mail address (if relevant) or relevant bank accounts. The Bank must register such changes to the information on the VPS account after written notification by the Accountholder unless it conflicts with Norwegian legislation, the Framework or rights registered on the VPS account. The Bank is entitled, but not obliged, to change the registered information if it is obvious that the information is not in accordance with the actual situation. If the Accountholder is a legal person, the Bank may request further documentation, including documents stating that the authorised person is entitled to enter into this agreement on behalf of the Accountholder.
5. If the Accountholder is a consumer and has entered into this agreement as a distance selling agreement, the Accountholder has a cancellation period of 14 days from the date of the agreement. A consumer is a physical person who is not primarily acting as part of a business activity. A distance selling agreement is entered into without the parties being present at the same time, for example via telephone, printed materials and the Internet. In order to exercise the cancellation right, any holdings must have been transferred to another VPS account subject to the consent of the beneficial owners. Irrespective of the cancellation right, the Accountholder is entitled to terminate this agreement according to its provisions. Subsequent transactions or actions under this agreement cannot be cancelled. You will find more information about cancellation right, cancellation period, conditions for exercising it and consequences of not exercising it in the enclosed cancellation right form.
6. The VPS account will be opened as a single account and/or investor account in the name of the Accountholder, and not as a custodian account. The Accountholder guarantees that he/she is the beneficial owner of the financial instruments registered on the VPS account.
7. The Bank is obliged and entitled to register rights, including establishment, transfers and deletions, on the VPS account in accordance with Norwegian legislation and the Framework.
8. The Accountholder may give the Bank instructions on the registration of rights (including establishment and transfers of rights) or other dispositions regarding the VPS account or the balance on the VPS account in accordance with Norwegian legislation and the Framework. The instructions may be submitted by letter, fax, e-mail or in another way agreed in writing between the Accountholder and the Bank. The instructions must be sent to the Bank, c/o Securities Services, or to the address, fax number, e-mail address or in another way (if so agreed in writing) to the address appearing at any time on the Securities Services web pages of the Bank. The Bank is entitled, but not obliged, to reject an instruction sent in a way that has not been agreed upon. The Bank may unilaterally change its address, fax number or e-mail address by changing its contact information on the Bank's website. The Bank will send any enquiries or notifications to the Accountholder to his/her address, telephone number, e-mail address or fax number stated or changed in accordance with Clause 4.
9. The Accountholder understands that sending instructions by letter, fax or e-mail may involve a risk, including the risk of false instructions, forgery or that the Bank may not receive the instructions. The Accountholder acknowledges that to show up in person and identify himself/herself to the Bank is a more secure way of giving instructions. The Accountholder accepts, however, that the Bank may trust and is not liable for instructions which the Bank in good faith deems to have been sent by the Accountholder. If in doubt about the sender's authorisation, the Bank is entitled, but not obliged, to reject the instructions until the authorisation has been confirmed in a manner satisfactory to the Bank. The Bank will not be liable for any losses that might arise from such rejection until the instruction has been confirmed in a satisfactory way.
10. If an instruction is unclear or incomplete, and it is impossible to obtain a new instruction from the Accountholder within a reasonable time, the Bank may refuse to execute the instruction or act on the basis of the Bank's own reasonable interpretation of the instruction. In such a case the Bank will notify the customer and request a clarification.
11. The Accountholder may give a third party authorisation to operate his/her VPS account in accordance with legislation and the Framework. Such authorisation or a list of signatures must normally be given in writing. The authorised person has the same right as the Accountholder to operate the VPS account and access the account information, unless otherwise agreed between the Accountholder and the Bank or stated in the authorisation or the list of signatures. The Accountholder is fully responsible for the authorised person's operation of the VPS account. Clauses 8 to 10 also apply to instructions which the Bank receives from an authorised person. Irrespective of the above, the Bank will not be liable for registrations on the VPS account which an authorised person has made directly with VPS.
12. As long as this agreement is in force, terms and conditions, advance information as well as notices and information from the Bank will be in Norwegian or in English, if so stated on the previous page.
13. If the Bank has erroneously registered financial instruments on the VPS account or erroneously credited the bank account with an amount, eg dividend or interest, related to a financial instrument registered on the VPS account, the Accountholder must return the relevant financial instrument

- or the credited amount. The Bank is on its own initiative entitled, but not obliged, to return the relevant financial instrument or the credited amount, as far as the legislation so permits. The Bank may also correct wrongly registered financial instruments and credited amounts in accordance with Norwegian legislation and the Framework. The Accountholder will receive a change notice about the returned amount or the correction of a wrongly registered instrument. The Accountholder must provide such information and documents which the Bank might reasonably request in order to determine whether incorrect registrations have been made.
14. The Accountholder loses his/her right to claim errors or omissions if the Accountholder without undue delay does not notify the Bank about such errors or omissions at the latest 30 days after the error or omission was or should have been discovered.
 15. The bank may give information about the customer relationship to Nordea Bank AB (publ) and other companies owned directly or indirectly by Nordea Bank AB (publ) (the "Nordea group").
 16. The Accountholder must pay fees and costs according to the price list applicable from time to time. The price list also contains information about payment methods and due dates. Please find the price list enclosed. No additional costs are incurred if the agreement is entered into at a distance. The additional cost of exercising the cancellation right will be postage, telephone charges or other costs related to the Accountholder's own notifications. The fees and costs are those currently applicable and the Bank may unilaterally change these fees and costs by 14 days' notice to the Accountholder or by changing the price list on the Bank's website. The Accountholder authorises the Bank to charge his/her bank account number defined as the fee account on the first page for fees and costs related to the VPS account. If no fee account number is given or there are insufficient funds on the account, the Bank will send an invoice, including invoicing fee, which must be settled before the due date.
 17. The Bank may unilaterally change the terms and conditions of this agreement upon 14 days' notice to the Accountholder or if the Bank's ordinary terms and conditions for operating VPS accounts change as per the Bank's website. If VPS introduces other provisions applying to the contents of this agreement, these provisions will be included in this agreement in the same manner.
 18. The Agreement in itself does not constitute any material risk for the Accountholder. See Clause 9 related to the risks of sending instructions.
 19. The Accountholder must indemnify the Bank for any losses that the Bank may incur in connection with this agreement, unless the Bank has acted wilfully or grossly negligent.
 20. The Bank must compensate any direct losses arising from the Bank's wilful or grossly negligent breach of the agreement. The Bank will under no circumstances be liable for any indirect losses or losses caused by VPS or a third party. The Bank's liability will under any circumstances be limited to NOK 500 million for the same error. If the Accountholder has acted wilfully or grossly negligent or contributed to the damage, the compensation will be reduced or lapse. Chapter 9 of the Norwegian Security Register Act contains special provisions concerning liability for damages and VPS security.
 21. Neither party is liable for a force majeure situation as defined by Norwegian law, including war, strike, boycott, blockade, lockout or breakdown of the payment and securities clearing systems (even if the Bank has initiated or caused such circumstances). The parties' commitments are suspended until the situation has been settled.
 22. The Bank has a possessory lien in the financial instrument on the VPS account as far as claims arising from this agreement are concerned.
 23. As far as legislation permits, the Bank has the right to set off claims which the Bank owes to the Accountholder, including the balance on the bank accounts, against claims arising from this agreement.
 24. If no holdings have been registered on the VPS account during the last six months, the Bank may on its own initiative terminate this agreement and close the VPS account upon 14 days' notice in writing to the Accountholder and the beneficial owners. Alternatively, the VPS account may be marked as a passive account, which implies that the Bank's obligations towards the Accountholder according to this agreement are suspended, and the Bank is not obliged to make any registrations on the VPS account according to instructions from the Accountholder. The Bank and the Accountholder may at a later stage agree to reactivate the VPS account on the previous terms and conditions. If the terms and conditions are changed during the period in which the VPS account is passive, the amended terms and conditions will apply.
 25. The bank may terminate this agreement and close the VPS account upon 14 days' notice in writing to the Accountholder provided there are reasonable grounds. The Bank may terminate the agreement and close the VPS account immediately in case the Accountholder materially defaults on his/her obligations under the agreement or in case VPS withdraws the Bank's account operator authorisation. The Bank must notify the Accountholder of the cancellation.
 26. The Accountholder may terminate the agreement and close the VPS account upon 14 days' written notice to the Bank. The Accountholder may terminate this agreement and close the VPS account with immediate effect should the Bank materially default on its obligations under the agreement. The Accountholder must notify the Bank of the cancellation.
 27. If the agreement is cancelled and/or terminated, the Accountholder must within a reasonable time, and not later than two months after the cancellation and/or termination, transfer the holdings on the VPS account to a VPS account with another account operator in accordance with Norwegian legislation and the Framework. If the financial instruments have not been transferred within the deadline, the Accountholder must pay a reasonable daily penalty determined by the Bank. Rights registered on the VPS account may imply that the holdings cannot be transferred without the consent of the beneficial owners. If the holdings are not transferred within a year after the agreement has been cancelled and/or terminated, and after the Bank has sent a reminder to the Accountholder, the Bank may sell the financial instruments via an independent broker to cover its claims under this agreement. After the Bank has deducted its claims under this agreement (including sales costs), the balance will be transferred to the bank account linked to the VPS account unless otherwise provided by legislation, the Framework or registered rights.
 28. Both the customer contact preceding the entry into of the agreement and this agreement are governed by Norwegian legislation. Disputes must be settled by the Norwegian courts. Complaints will be dealt with according to sections 9-4 and 9-5 of the Norwegian Security Register Act and the Framework, and may be brought before the VPS's independent complaints board, if competent. Its address is Complaints Board for VPS ASA, PO Box 4, 0051 Oslo, Norway, and its telephone number + 47 22635300.

Holdings fee/annual fee – charged per year

The calculation of the holdings/annual fee is based on the market price of the holdings at 31 December. Customers maintaining several VPS accounts operated by the Bank will be invoiced according to the value of the total holdings of all VPS accounts per national ID no/organisation no.

Holdings' value:		Price:	
NOK	1 up to	NOK	100.000 Free of charge
NOK	100.001 up to	NOK	1.000.000 NOK 380
NOK	1.000.001 up to	NOK	100.000.000 NOK 200 per million or fraction thereof
NOK	100.000.001 up to	NOK	1.000.000.000 NOK 125 per million or fraction thereof
NOK	1.000.000.001 and over	NOK	40 per million or fraction thereof

The annual fee will be the sum of the above fee thresholds depending on the value of the total holdings.

Certificates – monthly fee

Minimum	NOK	6	per million or fraction thereof
	NOK	50	per invoice

Transactions – semi-annually

Release of a holding by sale outside Nordea	NOK	100	per transaction
Transfer from a VPS account	NOK	100	per transaction
Transfer from a VPS account to an account abroad	NOK	500	per instruction
Transfer from a VPS account via Internet	NOK	60	per transaction
Transfer of holdings to another ID/account operator	NOK	100	for first transaction
Transfer of holdings to another ID/account operator	NOK	100	from second transaction
Redemption of bonds ("put")	NOK	100	per transaction
Establishment of rights	NOK	300	per right
Establishment of authorisation	NOK	300	per authorisation
Extra copy of investor statements, except annual statement	NOK	125	per copy + VAT

Other fees

Giro fee	NOK	50
Payment reminder	NOK	100

The fees will be charged to the bank fee account linked to the VPS account. Please contact Securities Services at Nordea if you wish to change the fee account. The Accountholder is responsible for ensuring that the registered account is active. An invoice will be sent prior to the charge. An invoice and a giro form will be sent to the Accountholder if no fee account is linked to the VPS account. Please note that a giro fee will apply.



BARNE- OG LIKESTILLINGSDEPARTEMENTET

Skjema D (bokmål) side 1 av 2.

Dette skjemaet er obligatorisk ifølge forskrift om angreskjema av 27. februar 2001 fastsatt av Barne- og likestillingsdepartementet med hjemmel i lov 21.12.2000 nr. 105 om opplysningsplikt og angrerett mv. ved fjernsalg og salg utenfor fast utsalgssted (angrerettloven) § 10. Skjemaet skal brukes ved salg utenfor fast utsalgssted og fjernsalg av finansielle tjenester.

DU HAR 14 DAGERS (EVT 30 DAGERS) UBETINGET ANGRERETT

Etter angrerettloven kan du som hovedregel gå fra avtaler som du har inngått med tjenesteyteren uten at dere har møttes fysisk (**fjernsalg**), for eksempel e-post, telefon, vanlig post, og avtaler som du har inngått med foretaket ved dørsalg, messesalg, gatesalg mv. (**utenfor fast utsalgssted**). **Du kan bruke angreretten innen 14 dager fra avtalen er inngått og du har mottatt alle opplysninger som angrerettloven krever og på den måten som loven krever.** Ved fjernsalg av livsforsikring og individuelle pensjonsavtaler (IPA) er fristen 30 dager. Salg utenfor fast utsalgssted av livsforsikring og IPA følger hovedregelen om 14 dagers angrerett. Du trenger ikke oppgi noen grunn for at du bruker angreretten.

Du må gi tjenesteyter melding om bruk av angreretten innen fristen. Det kan du gjøre på hvilken som helst måte. Det anbefales at du bruker dette skjemaet. Du har overholdt fristen dersom du har sendt meldingen innen fristens utløp (for eksempel postlagt angreskjemaet, sendt den per fax, e-post, via nettbank o.l.). Du bør sørge for at du kan dokumentere dette.

Fylles ut av tjenesteyteren:

Tjenesteyterens navn: **Nordea Bank Norge ASA** Organisasjonsnr.: **NO 911 044 110 MVA**
Adresse: **Postboks 1166 Sentrum, 0107 OSLO**
Telefonnummer: **22 48 50 00 eller 22 48 56** E-postadresse: **www.nordea.no/kontakt eller vps-ki@nordea.no**
Kundens fødselsdato: _____ Avtalenr./referansenr.: _____
Hva slags tjenester: **Avtale om føring av VPS-konto**
Avtalen ble inngått den (dato): _____ Angreskjemaet ble levert (dato): _____

Fylles ut av forbrukeren og sendes til tjenesteyteren. OBS! Skjemaet skal ikke sendes til Barne- og likestillingsdepartementet. Jeg benytter meg av angreretten.

Angreskjemaet er mottatt den: _____ (dato)

Navn: _____

Adresse: _____

Telefonnr. privat: _____ jobb: _____ mobil: _____

E-postadresse: _____

Dato: _____ Underskrift: _____

Hvor det er inngått en *rammeavtale etterfulgt av separate operasjoner eller oppdrag*, gjelder angrerettloven bare på den innledende rammeavtalen. Et eksempel kan være at du ved fjernsalg inngår avtale om nettbank. For nettbankavtalen gjelder opplysnings- og angrerettreglene, men ikke for de etterfølgende betalingsoppdragene.

Angrefristens utgangspunkt

Fristen regnes fra det tidspunkt avtalen er inngått, ved livsforsikringsavtaler fra du har fått melding om at avtalen er inngått. Du må også ha mottatt alle opplysninger som angrerettloven krever, og på den måten angrerettloven krever. Angrerettloven angir i § 7 a (<http://www.lovdata.no/all/hl-20001221-105.html#7a>) hvilke forhåndsopplysninger som skal gis ved fjernsalg. Opplysninger om loven kan du få hos tjenesteyter, Forbrukerrådet (<http://forbrukerportalen.no/Emner/angrerettloven>) eller du kan lese den på nettet: <http://www.lovdata.no> Dersom du foretar flere separate transaksjoner av samme type med mindre enn ett års mellomrom, uten at det foreligger noen innledende avtale om tjenesten, gjelder opplysningsplikten bare for den første transaksjonen.

Noen finansielle tjenester har skattemessige fordeler. Bruker du angreretten, vil du ikke kunne kreve slike skattemessig fradrag. F. eks. ved låneavtaler vil du ikke kunne kreve fradrag for annet enn eventuelle netto betalte renter samt for etableringsgebyrer o.l. Dersom du benytter angreretten ved f.eks. BSU og IPA vil du ikke kunne kreve fradrag for innskuddet.

Ved fjernsalg skal du ha de fullstendige avtalevilkårene i rimelig tid på forhånd, jf. angrerettloven § 9 a. Hvis avtalen inngås på din oppfordring, og det brukes en fjernkommunikasjonsmetode som ikke gjør det mulig å gi avtalevilkår og forhåndsopplysninger før avtaleinngåelsen, skal tjenesteyter oppfylle sine forpliktelser straks etter at avtalen er inngått. Med fjernsalg menes avtaler som inngås helt uten at du og tjenesteyters representant møtes ansikt til ansikt, f. eks. avtaler inngått på Internett, ved e-post, telefon, faks, SMS eller ved vanlig post. For å regnes som fjernsalg etter loven må tjenesteyter både ha tilrettelagt for, og markedsført fjernsalg som salgsmetode.

Forhåndsopplysninger og avtalevilkår skal gis skriftlig på papir eller et annet varig medium som du rår over (som f. eks. e-post som kan skrives ut eller som lagres automatisk på forbrukerens harddisk). Ved salg utenfor fast utsalgssted krever angrerettloven at tjenesteyter gir deg de opplysningene som er nevnt i angrerettloven § 7 a bokstav j) og k), på et varig medium du rår over. Med avtaler inngått utenfor fast utsalgssted menes f. eks. avtaler inngått på messer, gaten osv. Også avtaler inngått hjemme hos deg faller inn under loven, men bare dersom tjenesteyters representant

kommer dit uten at du uttrykkelig har bedt om det eller det inngås avtaler utover det du hadde tenkt på da du ba tjenesteyter om å komme hjem til deg.

Oppgjør ved bruk av angreretten

Dersom du benytter angreretten, bortfaller partenes forpliktelser til å oppfylle avtalen. Dersom avtalen helt eller delvis er oppfylt av noen av partene, skal det skje en tilbakebetaling.

Angrerett ved fjernsalg

Tilbakeføring må du gjøre innen 30 dager etter at du har sendt meldingen om bruk av angreretten. På samme måte må tjenesteyter innen 30 dager etter at de har mottatt melding om bruk av angreretten betale tilbake det vederlaget du har betalt for selve tjenesten.

Tjenesteyters etableringsgebyr/depotgebyr o l vil du derimot ikke ha krav på å få tilbake.

Det samme gjelder beløp som du har betalt gjennom tjenesteyter, men til andre, for eksempel til takstmann, tinglysningsgebyr og lignende. Dersom du har inngått en fjernsalgsavtale og uttrykkelig bedt om at avtalen påbegynnes før angreretten utløper, kan tjenesteyter kreve vederlag for den tiden du har benyttet den finansielle tjenesten. Vederlaget må stå i rimelig forhold til omfanget av den tjenesten som allerede er levert sammenlignet med avtalens fulle oppfyllelse.

Angrerett ved salg utenfor fast utsalgssted

Tjenesteyter må tilbakebetale det du har betalt innen 14 dager fra tjenesteyter har mottatt meldingen om bruk av angreretten. Deretter må du tilbakebetale/levere tilbake den ytelsen du har mottatt som ledd i avtalen innen rimelig tid. Dersom begge parter tilbakeføringsplikt gjelder penger, kan tjenesteyter foreta nettooppgjør.

Konsekvenser av ikke å bruke angreretten

Dersom du ikke benytter deg av angreretten, vil avtalen være bindende for begge parter slik den ble inngått. Men vær oppmerksom på at for en rekke avtaler vil du likevel ha adgang til å avslutte avtaleforholdet når som helst uavhengig av angrerettloven. Det er regulert i finansavtaleloven og forsikringsavtaleloven.

Forbrukerrådet kan gi veiledning om angrerett, tlf. 815 58 200. Internettadresse: <http://forbrukerportalen.no> Informasjon om fjernsalg av finansielle tjenester finnes på Barne- og likestillingsdepartementets hjemmesider på www.odin.no