
Operating Procedures of the Financial Arbitration Board

1. OPERATING PRINCIPLES

The Financial Arbitration Board (hereinafter: FAB or Board) performs the tasks delegated to it based on the rules set forth in Act CXXXIX of 2013 on Magyar Nemzeti Bank (MNB Act) and in accordance with the operating principles corresponding to Commission Recommendation 98/257/EC. The Recommendation stipulates seven principles, which also serve as the operating principles of FAB and appear in the form of specific legislative provisions in the MNB Act.

- 1. Independence*
- 2. Transparency*
- 3. Adversary procedure*
- 4. Efficiency*
- 5. Legality*
- 6. Liberty*
- 7. Possibility of representation*

1. Independence

The FAB, as a Body, is an independent organisation – which cannot accept orders – operating within the organisational framework of the Magyar Nemzeti Bank, the independence of which applies not only to the Board, but also to its chair and members. The chair of the Board is appointed for 6 years, whose mandate may be terminated in the cases stipulated in the MNB Act. – Articles 96 (2), 97(2), 100(1), (2), (4) and 101(4) of the MNB Act

2. Transparency

FAB provides information on its activity and the rules governing its operating activities on its website (www.mnb/bekeltetes), on continuous basis, in its annual report and upon request. – Articles 99, 115 and 129-130 of the MNB Act

3. Adversary procedure

It is ensured in the proceedings of FAB that the parties can appear at the hearings in person and present their position both orally and in writing. The financial service providers affected by the petitions are obliged to cooperate. – Article 108 of the MNB Act

4. Efficiency

The proceedings of FAB are fast; the acting panel sets the date of the hearing within 60 days from the receipt of the complete petitions and completes the proceedings within 90 days. The chair of FAB may prolong this deadline on one occasion per case by maximum 30 days at his/her own discretion. The procedure is free for both the petitioner and the financial service provider, the procedure of FAB is free of charge, but the incurred costs (if any) are borne by the parties. – Articles 106 (3) and 112 (5) of the MNB Act

5. Legality

All members of FAB are experienced employees of the Magyar Nemzeti Bank and hold a degree in law and passed the bar exam and/or hold a degree in economics and gained experience in one of the fields of the financial sector and/or in court. All employees perform their work in a professional manner, with the knowledge of and relying on the applicable laws. They are independent and impartial in the specific cases they manage. – Articles 97(1), (3) and 98 (4)-(7) of the MNB Act

6. Liberty

The decisions of FAB do not prejudice the consumers' right to bring their case to the court. The Act provides the opportunity for legal remedy against FAB's recommendations and binding decisions. – Articles 116-117 of the MNB Act

7. Possibility of representation

The parties may act in the proceedings at FAB in person or through a proxy. Either of the parties may act, at their discretion, via a proxy. The proxy may be any natural or legal person, as well as entities without legal status. The petitioner may participate at the hearings of the FAB proceedings in person even if he/she wishes to be represented by a proxy. – Article 110 of the MNB Act

2. ORGANISATION

1. The organisation of FAB comprises of the chair, the departments including the members of FAB, and the office. The chair of FAB represents the Board and sees to the legitimate operation thereof. The chair of FAB is substituted by the office director.
2. The members are organised into departments. Each department is managed by a member, i.e. the department head. The department heads organise the departments' work and are responsible for ensuring that the cases assigned by the office to the department are settled by the deadline and in accordance with the legal provisions. The members of the departments are the members of FAB; the members of the panels acting in the specific cases are appointed within the department by the department heads. The personal composition of the acting panels is not constant.

Duties of the department heads:

- they appoint the members of the panel acting in the specific cases and the chair of the acting panel,
- they monitor the cases managed by the acting panels and enforce the deadlines
- they compile the list of hearings, determine the date and venue of the hearings and agree all this among themselves
- they see to ensuring that all members of the acting panel are present at the hearing, and that substitution can be organised if necessary; if this is not possible, they notify the director of the office of their substitution requirement and other conditions necessary for their operation
- they see to the balanced distribution of the workload
- they deliver the information obtained at the management meeting to the members of the panels
- they make proposals for the members' leaves
- they report to the chair of FAB on the experiences gained during the operation of the department
- they prepare a summary on the professional work of the department, process the experiences of the cases and make proposals for legislation and/or the amendment of laws
- they initiate the levying of penalties if the legal conditions thereof exist.

3. The office is managed by the office director; the staff of the office comprise of the experts, the legal official(s), the Board's spokesperson, assistants and trainee(s).

Responsibilities of the office director:

- performs the tasks related to the substitution of the chair
- manages the office, ensures that the administrative tasks are performed in due course, sees to granting leaves and organising substitutions
- assigns the cases to the departments, and ensures the balanced distribution of the workload as much as possible
- operates the case registration system, manages the archiving and ensures the updating of the FAB website
- sees to compiling the statistical part of the annual reports
- harmonises the practice applied by the acting panels in order to establish the uniform application of law,
- ensures that the sample documents exist and are kept up-to-date
- liaises with the Administrative Litigation Department with regard to litigations, and sees to the registration of litigations and the data supply

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- to the rejection of the petition or refers it to the department, where the absence of the Board’s competence can be established from the petition
 - sees to compiling law monitoring bulletins, and to organising professional and language trainings
 - liaises with other conciliation boards, the administrative consumer protection professional areas, and the Consumer Relations Information Centre.

3. POWERS AND COMPETENCE

1. The competence of FAB includes the settlement of the disputes between the financial service providers supervised by the Magyar Nemzeti Bank and the consumers related to the legal relations established for the purpose of using certain financial services (financial consumer disputes) outside the court. The acting panels of the FAB try to mediate a compromise between the parties and approve the compromise by a resolution. In the absence of compromise they may make a recommendation or a binding resolution, or terminate the proceedings.
2. FAB also deals with the equity petitions submitted to it. In the case of such petitions it mediates between the financial service provider and the petitioner with a view to reach a compromise. In the absence of a compromise it closes the case with a terminating resolution.
3. The consumer may submit the petitions related to online financial consumer disputes also via the online dispute resolution platform stipulated in the Regulation of the European Parliament and the Council on the online dispute resolution of consumer disputes (hereinafter: ODR Regulation); in such cases the FAB shall act in accordance with the ODR Regulation. The text of the ODR regulation is included in Annex 5 to the Operating Regulations.
4. The Board commences the proceedings related to petitions against workout companies – subject to the existence of certain statutory conditions – if it can be clearly established that the purchased receivable used to be a legal relationship between a financial service provider supervised by the MNB and the consumer for the purpose of providing financial services. In other cases it establishes the absence of its competence and, subject to simultaneous notification of the petitioner, transfers the case to the conciliation board having competence based on the petitioner’s place of residence.
5. The office inspects the received petitions in terms of competence. If the absence of the Board’s competence can be established on the basis of the content of the petition without requesting additional documents, it rejects the petition citing absence of competence. The resolution on the rejection is signed by the chair of the Board or the office director. If the office director refers the case to the department, the panel designated by the department head decides on the issue of competence. As a result of the examination of competence, either proceedings on the merits of the case are launched or the acting panel rejects the petition citing absence of competence, and sends it to the competent organisation, simultaneously notifying the petitioner.
6. The Board has nationwide competence.

4. THE ACTING PANELS

1. The Chair deliberates and decides whether the Board should act in panel or through a single member in the cases within its competence. Deliberation is based on the complexity of the case, the necessary expertise and the amount of the claim. If the Chair decides for proceedings to be conducted in a panel, the Heads of Department will select the chair and the two members of the acting panel from their members in the cases assigned to their departments. If at the scheduled hearing a member of the designated panel is unable to attend, the Heads of Department will arrange for a substitute. The Head of Department will change appointments in acting panels if any of the members must be excluded, if their employment with Magyar Nemzeti Bank is terminated prior to the hearing or if they have been exempted from their job obligations, or if a designated member is permanently absent or unavailable and a modification of the appointment is therefore necessary. The Chair may decide at any point of the proceeding that it should be switched from proceeding by panel to proceeding by a single member of the Board. In such a case the Head of Department will appoint the acting member.

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2. The acting panels comprise of 3 persons, the chair of the panel and two members. The chair of the panel presides the hearing, one of the two members is the rapporteur, while the other member keeps the minutes; or the chair of the panel may also act as rapporteur.
 3. The minute-keeper panel member ensures the availability of the sample documents necessary for the hearing, and commits the recommendation and the panel's resolutions – with the exception of the binding resolutions – to writing, finalises the minutes after agreeing on them with the parties, sees to the signing thereof, delivers them to the parties at the hearing and sees to the postal delivery thereof to the absent parties.
 4. The panel member appointed as the rapporteur of the case:
 - following the investigation of competence ensures that – as a result of the supplementing or without that – the petitions can be discussed on the merits,
 - in the absence of competence, sends the petition – simultaneously notifying the petitioner – without delay to the competent organisation (transfer) and/or passes a resolution of rejection,
 - checks whether the declaration of submission exists, and makes the necessary instruments available,
 - prepares the necessary notices and ensures that those comply with the rules,
 - sets the date of the hearing, and notifies the parties, attaching the copy of the petition, on the venue of the hearing, the composition of the panel and the initiative to waive the hearing; the notice may be signed by any member of the acting panel,
 - in the notice he calls upon the financial service provider to make a declaration in an answer, and reminds it of the legal consequences of non-compliance with this obligation; calls upon the financial service provider to delegate a person to the hearing who has the powers to make a compromise or holds the necessary authorisation to do this
 - if the deadline open for answer expires without result, he calls upon the financial service provider to comply with its obligation to cooperate
 - forthwith sends the copy of the financial service provider's answer to the petitioner; if this is not feasible, the answer is delivered and read out at the hearing
 - in the case of cross-border financial consumer disputes, he forwards the consumer's petition, recorded on the standard form used in FIN-Net, to the alternative dispute resolution forum, participating in FIN-Net and residing in another EEA country, having power and competence in respect of the proceeding
 - at the hearing he represents the professional positions agreed in advance with the other members of the panel,
 - attempts to mediate a compromise, failing which – if the panel deems justified – prepares the recommendation or the binding resolution and sees to the delivery
 - records the data related to the case in the FAB's case registration system and keeps them up-to-date.
 5. The chair of the acting panel:
 - ensures that the hearings are conducted legitimately, striving for the shortest possible duration and the most efficient operation
 - is responsible for the use of the panel's seal
 - reports to the department head, if the financial service provider fails to attend the hearing
 - forwards the request for exclusion to the chair of FAB; if the petition is late, reports the fact of this; notifies the parties of the measures taken by the chair of FAB in relation to the request for exclusion opens the hearing, ascertains the identity of the persons present, ascertains that the right of representation is properly confirmed, sees to the recording of the necessary data in the minutes and to attaching the instrument confirming the right of representation to the documents
 - reminds the attendees that no device disturbing the peace of the hearing may be used and video and voice recording at the hearing is prohibited; sees to keeping the order of the hearing; upon severe disturbance of peace forthwith notifies the security staff and, if necessary, the police
 - informs the parties of their procedural rights
 - presides the hearing; stipulates the sequence of the actions to be performed at the hearing
 - in the absence of compromise, obtains the declaration of the attendees on maintaining or supplementing their statements made in the petition and in the answer; reminds the petitioner about the restrictions applicable to the modification or supplementation of the petition
 - decides on the request to supplement the minutes

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- upon the fulfilment of the conditions declares the hearing closed
 - reopens the hearing, if after the closing of the hearing it appears practicable for the purpose of clarifying important circumstances/questions or obtaining declarations
 - announces the decision of the acting panel.

5. BOARD MEMBER ACTING ALONE

1. Subject to the Chair's decision adopted following deliberation, a single member of the Board will act alone typically in cases that contain a petition containing no more than one million forints and/or easy to judge, and in general in financial consumer disputes that contain an equitable petition. Modification of the petition will not have an impact on this; nevertheless, the Chair may alter this decision during the proceeding and refer the case to a panel.

Cases easy to judge: the petition and the enclosed documents suggest that judgement of the case on the merits and by the law does not demand professional consultations or extra preparations, the case is typical and relates to mass services common in everyday life and/or case types generating high numbers of legal disputes.

Equity case: in these cases the petitioners, with regard to their personal or financial situation, ask the financial service provider to allow a more favourable possibility for performance than what was originally determined in the contract, such as, in particular, the reduction or cancellation of their payment obligation, the amendment or closure of their contract, or the possibility of accomplishing payment under conditions other than the ones determined in the contract. In equity proceedings, the Board mediates between the financial service provider and the petitioner in the interest of reaching a settlement agreement, approves the concluded agreement by its resolution, or in the absence of an agreement it closes the case with a terminating resolution. In equity proceedings claims resulting in a payment warrant or judged in a litigious or court enforcement proceeding may not be disputed.

2. The department head inspects in the cases assigned to the department whether the conditions of acting as a single board member exist. If yes, he appoints from the members of the department the board member to act alone. Any member of the department may be appointed as such. The department head may change the appointment upon the prevention of the appointed member. Prior to passing the resolution, the department head may order at any time that a three-member panel should act in the case.
3. The board member acting alone at the hearing sees to keeping the minutes; he may use a minute-keeper from the FAB staff. Otherwise his proceedings are governed by the operating regulations *mutatis mutandis*. During the proceedings the board member acting alone is entitled to the same rights and burdened by the same obligations that apply to the acting panel.

6. CONFLICT OF INTEREST, PREJUDICE AND EXCLUSION

1. The department head may not appoint such acting panel in cases assigned to the department by the office director, any member of which or the member's close relative, as defined in the Civil Code, is involved or stakeholder in the case, or the organisation involved in the petition is a financial service provider at which the member's close relative living in the same household is an employee or senior official, such as the member of the Board of Directors or Supervisory (relation-based conflict of interest).
2. No such panel member may be appointed as the member of the acting panel of whom the unbiased judgement and/or objective resolution of the given case cannot be expected for other reasons (prejudice). Prejudice means if the member of the panel used or uses any services of the financial service provider based on individual assessment under conditions that substantially differ from those publicly announced.
3. Should an appointment be made despite the existence of relation-based conflict of interest or prejudice, the respective member must notify the department head and the chair of FAB of this fact in writing within one working day from noticing it, and the department head must take immediate measures to eliminate these circumstances.

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4. Either of the parties may submit an exclusion request against any member of the acting panel, if he can confirm a circumstance that raises doubts about the independence or impartiality of the member. The reasoned written request must be submitted within 3 working days from the day when the given party obtained knowledge of the composition of the acting panel. The exclusion request is decided by the chair of FAB after hearing the respective board member in the presence of his competent department head. If the exclusion request is justified, the chair of FAB asks the department head to appoint another panel member in the case. The chair of the acting panel notifies the parties in writing about the appointment of the new panel member.
 5. The member of the acting panel who reported the reason for exclusion applicable to him, must not act in the assessment of the financial consumer dispute until the settlement of this notification. In other cases the respective panel member may continue to act, but until the settlement of the notification he must not participate in passing the decision on the merits.
 6. The chair, the members of FAB and the staff of the office may not submit a petition to FAB; they should settle their contractual disputes against the financial service provider, as far as possible, directly with the service provider, or if that fails, by any other legal means.

7. SUBMISSION AND EXAMINATION OF PETITIONS, AND THE ANSWER

1. The petition for a general arbitration procedure and the petition of equity may be submitted in writing on Form 150 attached as Annex 1.a) and on Form 180 attached as Annex 1.b), respectively, in any of the manners specified below:
 - in writing, on paper and by post, or in person through the Government office or at the MNB's Customer Service Desk;
 - in electronic form through the FAB's Online Resolution Platform available on the FAB's website or through the Client Gate Portal (www.mo.hu).

In the case of contracts concluded online (point 13) the petition may be submitted via the online dispute resolution platform specified in the ODR Regulation. In the case of cross-border financial consumer disputes (point 11) the FIN-NET form may be submitted in writing, on paper and by post, in person through the Government office or at the MNB's Customer Service Desk, or in electronic form through the FAB's Online Resolution Platform available on FAB's website.

The Board delivers the documents to the petitioner in the form of communication selected by the petitioner, i.e. in procedures initiated through the post by postal delivery in accordance with the rules thereof, and in procedures initiated via the Client Gate Portal or the FAB Online Resolution Platform through the Client Gate Portal to the petitioner's storage space. Should the petitioner wish to amend the manner of communication in the procedure, he may submit his application through the Client Gate Portal or the FAB's Online Resolution Platform, using Form 200, attached as Annex 1.c) hereto. Applications received in other form shall not be granted. In the form of e-mails the Board only accepts declarations submitted by the petitioner with regard to the withdrawal of the petition or a declaration through which the petitioner agrees to conducting the procedure in writing or acknowledges the suspension of the procedure, if he does not agree to it.

The received petition is examined by the panel acting in the case. If the petition does not comply with the provisions of the law, the acting panel returns the petition – within 15 working days from the receipt thereof – to the petitioner for supplementation, specifying the shortcomings and allowing a deadline of 8 days. The petition is incomplete, if it does not contain

- a) the name, place of residence or abode of the petitioner,
- b) the name and registered office of the financial service provider involved in the dispute initiated by the petitioner,
- c) the brief description of the petitioner's position, and the supporting facts and evidences,
- d) the petitioner's declaration on the attempted settlement of the dispute,
- e) the document containing the rejected complaint and the rejection,
- f) the petitioner's declaration that he did not initiate any mediation or civil lawsuit in the case,
- g) the proposed decision,
- h) the documents – or the copy or excerpt thereof – on the content of which the petitioner refers to as evidence,

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- i) if the petitioner wishes to act through a proxy, the power of attorney of the representative having full disposing capacity within the meaning of civil law, in the form of private deed of full probative value or public instrument,
 - j) if any special data are also related to the petition, the declaration of the petitioner to the effect that simultaneously with submitting the petition he consents to the management and transfer of such special data in accordance with the provisions of the MNB Act.

If the petition or its annexes submitted by electronic data carrier or via e-channel do not comply with the effective bank security technological requirements of the Magyar Nemzeti Bank or the handling/printing of the data is made considerably burdensome or it is impossible, the acting panel may call upon the Petitioner – under pain of rejection or ignoring the given documents – to submit the documents, provided earlier on electronic data carrier, on paper.

2. The panel acting in the case examines the petition within 8 days from the start of the proceedings to assess whether it belongs to the competence of the Board. No competence exists for the assessment of the petition, if
 - a) the petitioner does not qualify as a consumer,
 - b) the petition is not against a financial service provider,
 - c) the petition was submitted against a workout company, but the underlying legal relationship was not aimed at financial services
 - d) the subject of the petition is not a financial consumer dispute.

The petition should be returned to the petitioner for supplementation, if based on the petition it cannot be established beyond doubt whether or not the Board has competence in the case. It can be decided after the supplementation whether the panel will negotiate the case on the merits, or due to lack of competence the petition should be transferred or rejected.

3. The acting panel rejects the petition without fixing a hearing, if
 - a) the submission of the petition has not been preceded by the investigation of his complaint, at his initiative, or the petitioner has not previously lodged a failed petition for equitable treatment to the given service provider,
 - b) the complaint was not rejected,
 - c) there is pending action between the parties based on the same facts for the same right, or already a non-appealable judgment has been passed on the subject thereof; or if the proceeding of the Board has been initiated before and it was closed by a resolution, except when in such earlier proceeding the petition was rejected due to failure to comply or to the inadequate compliance with the call for supplementation, or the petitioner has withdrawn his petition or the parties jointly requested that the proceeding be terminated,
 - d) there is a criminal procedure in progress with regard to the case, in which the consumer also requests that his civil claim be enforced, or a warrant for payment has been issued in respect of a case between the parties arising from the same facts of the case being conducted for the same right, or a mediation procedure has been launched by the parties,
 - e) the time allowed for supplementation ended unproductively,
 - f) the petition cannot be judged even after the supplementation,
 - g) the dispute lacks in seriousness, that is, the petitioner makes a declaration of a content or shows a conduct that is obviously not aimed at the settlement of the dispute on the merits and is clearly unfit for launching the procedure,
 - h) the dispute is vexatious, that is, the tone of the petition, the declaration and behaviour of the party are indecent, rude or personal,
 - i) the Board has no competence to judge the dispute (petition).

The acting panel may reject the petition without a hearing, if the petitioner submitted the petition or failed to submit the annexes to the petition on paper despite the call made upon him to this effect.

4. The procedural deadlines commence from the date of the receipt of the complete petition. If the petition is not rejected, the chair of the acting panel notifies the parties in due course and in writing on the date and venue of the hearing or on the initiative to waive the hearing, i.e. on his proposal to conduct the procedure in writing, attaching to it the copy of the petition. In such notice the chair sets the date of the hearing within 75 days from the commencement of the procedure. The chair determines the date of the hearing in a way so that, as far as possible, multiple hearings involving

the same financial service provider are held on the same date one after the other. The notice must contain the names of the members of the appointed acting panel.

The waiving of the hearing and conducting the procedure in writing is conditional upon both parties' written consent. Based on the parties' declaration of consent made at the hearing, the chair of the acting panel may also order the continuation of the procedure in writing. When the parties do not consent to written proceedings prior to a hearing, but one of the parties does not appear at a hearing, the acting panel may conduct the procedure – after holding a hearing – in writing even without the parties' prior consent. In the procedure conducted in writing, the acting panel may set a hearing without the parties' consent until the passing of the resolution.

In an extraordinary situation, the chair of the Board may decide – on an exceptional basis when it is justified – that even in the absence of the parties' consent or against their will the pending procedure is continued in writing.

5. If the petitioner dies after the submission of the petition, the acting panel shall pass a resolution to terminate the procedure. In possession of a legally binding grant of probate or proof of inheritance, the legal successor of the petitioner is entitled to institute new proceedings.

If after the submission of the petition, the financial service provider is replaced by a legal successor, the procedure shall continue – without conducting a separate complaint procedure – with the involvement of the legal successor financial service provider, of which the panel shall notify the stakeholders. The succession of title may be reported by any of the service providers involved. The acting panel shall call upon the legal successor financial service provider, setting a short deadline, to make its declaration. The same rules may be followed also when the Petitioner is informed about the legal succession in the person of the financial service provider after submitting the petition.

6. Financial service providers may submit their applications through the dedicated e-channel, using the standard forms. The Board delivers the notifications, notices and decisions to the Electronic Administration Authentic Storage Space (EÜHT) mailbox. Service providers are notified of the deliveries to the storage space by e-mail. Should the addressee fail to accept the document, the Board shall consider it delivered on the 11th working day after placing it to the delivery storage space. In their written response specified in Article 108 of the MNB Act, financial service providers are obliged to indicate unambiguously any information that may contain business secret to be treated confidentially, and attach the instrument or data containing such information as a separate submission.

7. Equity petitions may be submitted on Form 180 or as free format handwritten or typed submissions.

The equity petition must include

- a) the name, place of residence or abode of the petitioner,
- b) the name and registered office of the financial service provider involved,
- c) the description of the personal or material circumstances underlying the equity petition, and the supporting evidence, if any,
- d) the petitioner's declaration on the attempted settlement of the equity petition with the financial service provider,
- e) the rejected equity petition or the document containing the rejection, or the petitioner's declaration to the effect that the financial service provider failed to respond to his equity petition within 30 days from the submission
- f) the motion with regard to granting the equity claim,
- g) the documents – or the copy or excerpt thereof – the content of which is cited by the petitioner,
- h) if the petitioner wishes to act through a proxy, the power of attorney of the representative having full disposing capacity within the meaning of civil law, in the form of private deed of full probative value or public instrument,
- i) if any special data are also related to the petition, the declaration of the petitioner to the effect that simultaneously with submitting the petition he consents to the management and transfer of such special data in accordance with the provisions of the MNB Act,
- j) the petitioner's declaration to the effect that he has not submitted a petition for equitable treatment earlier based on the same facts of the case for the same right

8. PROCEDURE DURING THE EMERGENCY PERIOD ENTAILING A PROHIBITION TO ENTER THE BUILDINGS OF THE MAGYAR NEMZETI BANK

If during the period of emergency announced by the Government the Governor of the Magyar Nemzeti Bank prohibits entry to the MNB's buildings, the procedures may only be conducted in writing.

Unless provided otherwise by the law conducting the procedure in writing is not conditional upon the parties' agreement. When the prohibition on entry is lifted, the procedure shall be conducted in accordance with the general rules. The parties shall be notified of the continuation of the procedure.

9. THE HEARING

1. The acting panels hold the hearings in the meeting rooms of the Magyar Nemzeti Bank, located at the ground floor of the Capital Square Office Building at 1133 Budapest, Váci út 76. Hearings are held every working day; the dates and the precise venue are determined by the department heads themselves. The hearing is presided by the chair of the acting panel, who determines the sequence of the actions at the hearing. In addition to the members of the acting panel, the adverse party and the representative thereof may address questions to the party.
2. During the hearing the chair of the acting panel may warn the parties at any time if they ask questions or present facts that do not relate to the case in dispute. The acting panel ignores such facts and data.
3. The hearings are not public unless both parties consent. In this case an audience – in limited number – may also be present at the hearing. The maximum number of the audience may be specified by the chair of the acting panel.
4. After the opening of the hearing, the chair of the acting panel verifies – by inspecting the documents suitable for confirming personal identity – the identity of the attendees, and ascertains the proper confirmation of the representation right; these data are recorded by the acting panel in the minutes and the instrument confirming the right of representation is attached to the minutes. If either party fails to attend the hearing, it must be determined on the basis of the return receipt whether the notification of the party of the hearing was made properly. If so, the hearing must be deemed omitted by the respective party. If either party fails to attend the hearing despite the proper notification or does not present evidence, the acting panel conducts the proceedings and decides on the basis of the available documents and data.
5. If the petitioner authorises a proxy, the power of attorney must be made out in a private deed of full probative value or in a public instrument. If the petitioner and his representative attend the hearing together, the authorisation may also be recorded in the minutes of the hearing. If the proxy or authorised representative attending the hearing on behalf of the party fail to confirm right of representation, he may not represent the party at the hearing.
6. After ascertaining the identity of the attendees and the confirmation of the right of representation, the chair of the acting panel opens the hearing and warns the attendees that no device that disturbs the peace of the hearing, particularly mobile phones, may be used. The chair of the acting panel informs the parties of
 - a) their procedural rights,
 - b) the rules pertaining to the supplementation of the petition,
 - c) the legal nature of the compromise, the binding resolution and the recommendation, as well as of the fact that the failure to fulfil the compromise and the binding resolution voluntarily entails enforcement by the court at the petitioner's request,
 - d) the submission and the consequence of non-submission,
 - e) on the statutory submission and, if it is applicable in the respective case, on the legal consequences thereof,
 - f) that the proceedings do not prejudice the enforcement of the claims at the court.
7. The acting panel shall assess the unquantifiable claims, as well as those aimed at the performance of or forbearance from an action, as zero amount claims.

When in a single procedure the petitioner enforces several claims arising from a single legal relationship or claims from several legal relationships, upon determining the limit under Article 113(2) of the MNB Act – ignoring the contributions – the aggregate value of the submitted claims shall be taken into consideration.

If the petition is aimed at a claim the amount of which cannot be defined in advance or precisely (particularly when it concerns interest or other amounts to be charged periodically) or disputes those, the application of the submission shall be governed by the interest or other claim amount for one calendar year.

8. The acting panel attempts to mediate a compromise between the parties. It reminds the parties that the fastest and simplest way to settle the dispute between them is to effect a compromise, therefore if they settle the dispute between them by bringing their positions closer to each other, in a manner that is acceptable to both parties and does not violate the law, the panel will approve it by its resolution. If the parties effect a compromise, the acting panel approves the compromise and delivers it – after the announcement thereof – to the attendees in writing, put down in the minutes or in a separate instrument, and declares the hearing closed. If the compromise proposal submitted by the absent party in writing is accepted by the other party, the acting panel delivers the resolution containing the compromise to the absent party. If the compromise is effected outside the hearing, the acting panel approves the compromise within 15 days from the receipt of the last legal declaration necessary for the accomplishment thereof and delivers its resolution.
9. If no compromise is effected, the chair of the acting panel obtains the declaration of the attendees whether they maintain their position stated in the petition or in the answer, or wish to supplement it verbally. It reminds the petitioner of the restrictions applicable to the modification and supplementation of the petition. The panels should first obtain the declaration of the consumer; thereafter the representative of the financial service provider may present the facts and evidences underlying its declaration and may request that its written declaration be supplemented. After the declarations and the supplementations the members of the acting panel may request information from the parties with regard to any additional circumstances, facts or data related to the case. The presented facts and data must be confirmed, if necessary. If at any stage of the hearing the possibility of a compromise arises, the chair of the acting panel initiates that the compromise be effected. If this necessitates the consent of a person absent from the hearing (particularly in the case of representation), the chair of the acting panel may order a short break so that the party or his representative can quickly obtain the consent required for the compromise.
10. The principle of free evaluation of evidence is enforced at the hearing with the proviso that
 - a) all acts of evidence may be made during the hearing, no on-site verification is allowed,
 - b) no expert is appointed, but the parties may submit – before the hearing – an expert opinion to support their position,
 - c) during the hearing the acting panel may ignore the evidences when the purpose of which was clearly to hinder the proceedings,
 - d) instruments containing classified data may be used at the hearing in accordance with relevant provisions of the law,
 - e) if the presented facts or data are not evidenced or confirmed, the acting panel will ignore them when making its decision.
11. Upon the joint request of the parties submitted at the hearing, or at the request of the party present, the hearing may be postponed due to exceptionally important reasons – particularly due to the efforts of the parties to reach a compromise – by simultaneously setting the date of the new hearing. The acting panel may postpone the hearing only ex officio and for important reasons, stipulating the reason. The postponement of the hearing does not influence the statutory final deadline set for the completion of the financial conciliatory proceedings. If after the postponement of the hearing the parties effect a compromise and at the same time they consent to conducting the procedure in writing, no consecutive hearing will be held.
12. If during the hearing the parties make no additional declaration and the members of the acting panel have no additional questions either, the chair of the acting panel – after warning the parties to this effect – declares the hearing completed. In the absence of a compromise – with the exception of proceedings launched based on a petition of equity – the panel retires to deliberate. If during the deliberation any such circumstance or question arises in respect of which it would be practicable to obtain the parties' declaration, the chair of the acting panel opens the hearing to

obtain that. The panel makes its decision after assessing and considering all of the declarations made by the parties in writing and verbally and the evidences put at its disposal. The acting panel makes its decision in camera by a simple majority of votes.

13. The members of the acting panel decide in camera whether in the absence of compromise they pass a binding resolution or make a recommendation in the given case. They also decide whether to announce the resolution at that time or announce it at an additional hearing. In the latter case the resolution is committed to writing within fifteen days after the hearing. If the legal and factual assessment of the case is simple, the chair of the acting panel announces the binding resolution or the recommendation at the given hearing. The announcement must contain the decision of the acting panel on the merits of the dispute and the brief justification thereof. If the acting panel does not announce the binding resolution or the recommendation at the hearing, it informs the parties about the date of the next hearing verbally. The acting panel sends no separate written notice to the parties on this date. If the resolution is passed in a procedure conducted in writing, the announcement of the resolution shall be made through postal delivery, with the proviso that the date of announcement shall correspond to the date of passing the resolution.

14. It is the duty of the acting panel to ensure that the binding resolution or recommendation is committed to writing and delivered. The written binding resolution or the recommendation must contain the brief decision.

If the purpose of the petition is that acting panel should establish that the petitioner does not owe the amount claimed, the operative part of the recommendation or binding resolution shall indicate the claim that the petitioner is not obliged to pay, and call upon the financial service provider to issue and send a declaration to the petitioner within 15 days, according to which it shall not enforce the specified claim against the petitioner.

In addition, the recommendation and the binding resolution must contain

- a) the venue and date of the hearing, the designation of the acting panel and the case number,
- b) the subject matter of the proceedings, the name and address (residential address, registered office) of the parties to the dispute or of their representatives, and their status in the dispute,
- c) the name of the members of the panel acting in the case,
- d) if the procedure was prolonged, the fact of this,
- e) the justification of the content of the operative part,
- f) the notice to the effect that the resolution or recommendation of the panel does not prejudice the consumer's right to enforce his claim at the court,
- g) notice to the effect that no appeal lies against the binding resolution or the recommendation; the annulment thereof may be requested from the court,
- h) the date of committing the resolution to writing,
- i) in the binding resolution the decision on the costs and on the party paying it,
- j) the information on the legal consequences of the financial service provider's failure to perform voluntarily.

15. The acting panel terminates the proceedings by its resolution, if

- a) the petitioner withdraws his claim,
- b) the parties agree on the termination of the proceedings,
- c) it is impossible to continue the proceedings,
- d) in the view of the acting panel it is unnecessary to continue the proceedings for any reason, including the petition's lack of grounding,
- e) it obtains knowledge of any of the circumstances specified in subsection 3 and 5 of Section 7 of the Operating Regulations.

16. Written minutes are taken of the hearing; in exceptional cases the chair of the acting panel may authorise the use of other recording devices. The minutes are taken by a member of the acting panel; the minutes must contain:

- a) the name of the parties and their representatives, their status in the procedure. the petitioner's personal identification data (mother's maiden name, place and date of birth, the number of his ID document), residence (place of abode), the registered office of the financial service provider,
- b) the fact that the parties were informed of their procedural rights and obligations, and the warnings made,

- c) the attempt to effect a compromise,
- d) if a compromise was effected, the fact thereof,
- e) the parties' declaration in brief,
- f) the declarations and warnings of the chair of the acting panel related to the conduct of the hearing,
- g) the responses given to the questions of the members of the acting panel,
- h) the facts related to the announcement and delivery of the resolution passed and of the recommendation,
- i) other circumstances, data and information relevant for the case and/or the hearing.

Apart from the recommendation and the binding resolution, any resolution of the acting panel may be recorded in the minutes.

The members of the acting panel or the parties upon making the declaration may request that certain declarations made by them be recorded verbatim in the minutes. Prior to concluding the hearing the parties may inspect the minutes, make observations and request that it be corrected or supplemented.

The chair of the acting panel may reject the request to supplement, if it *does not* contain any information that is materially new or substantially differs from what was said. The minute-keeper member of the panel enters the file number on the finalised minutes and delivers one copy to each of the attendees. The minutes must be delivered to the absent parties.

17. The objection against the binding resolution based on statutory submissions shall be deemed received by the deadline, if the financial service provider posts it in a registered mail to the address specified in Chapter 16 on the last day of the deadline for the lodging of the objection.

10. MAINTAINING THE PEACE AND DURATION OF THE PROCEEDINGS

1. The maintaining of the peace of the hearings is the duty of the chair of the acting panel. The chair of the acting panel warns the party disturbing the peace of the hearing that his conduct hinders the hearing, therefore if the hearing must be terminated the acting panel will pass its decision on the basis of the available data. When making its decision it will consider due to which party's conduct the hearing had to be cancelled. Upon severe disturbance of the peace the members of the acting panel will promptly notify the security staff and, if necessary, the police.
2. The acting panel must conclude the proceedings within 90 days from the commencement thereof and close the case by a resolution. If it is justified, the chair of the acting panel may approach the chair of FAB with a request prior to the expiry of the deadline, making use of the option provided by law, to authorise the extension of the procedural deadline. If the chair of the FAB grants the request, the proceedings may be prolonged on one occasion per case by 30 days.

11. DIFFERENT RULES APPLICABLE TO CROSS-BORDER FINANCIAL CONSUMER DISPUTES

1. In the case of cross-border disputes related to financial services activity the rules laid down in these Operating Regulations shall apply with the derogations specified in this chapter. A cross-border dispute is a dispute where the respective consumer's home address or habitual residence is in Hungary, while the registered office, business site or permanent establishment of the financial service providers is in another EEA member state, or vice versa.
2. An additional condition for the launch of the proceedings in consumer cross-border disputes related to financial services activity is that the financial service provider must submit itself in the given dispute to FAB's procedure and thereby acknowledge the decision thereof as binding on it. In the absence of submission the acting panel
 - a) informs the petitioner on the alternative dispute resolution forum participating in FIN-Net in another EEA member state, having power and competence with regard to the dispute,
 - b) provides information on the special rules applicable to the proceedings of the said forum, particularly on the need of preliminary consultation with the service provider and, if necessary, on the deadlines prescribed for launching the procedure,

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- c) upon the petitioner's request forwards his petition, recorded on the FIN-Net standard form, to the alternative dispute resolution forum having power and competence in the other EEA member state.
3. The acting panel always conducts the proceedings in writing, but based on the consideration of the circumstances it may initiate a hearing. The hearing is subject to both parties' consent. The chair of the acting panel applies the notification rules in the procedure with a hearing, with the proviso that upon initiating the hearing the parties' attention must be drawn in the notification to the need of consent. When the proceedings are conducted in writing, the notification should contain, instead of the date of the hearing, the information that the proceedings have started. If the chair of the acting panel conduct the proceedings in writing, the acting panel may request the parties to provide it with written information or documents, by setting a deadline, in order to establish whether the petition is grounded, The declarations and position of the parties must be disclosed to the adverse party, who should be given the opportunity to define his position. If the chair of the acting panel conducts the proceedings in writing, the resolution of the acting panel must be promptly delivered to the parties once it is passed.
 4. The procedure shall be conducted in English. The acting panel will deliver its judgement also in this language, unless the petitioner requests that the language of the disputed contract and/or of the communication between the respective service provider and the consumer be used.
 5. The chair of the FAB may, on the proposal of the chair of the acting panel, prolong the deadline of the procedure in justified cases on one occasion by 90 days per case.

12. PROCEEDINGS IN THE CASES RELATED TO THE SETTLEMENT AND CONTRACT MODIFICATION

1. The cases related to the settlement and the contract modification are governed by the provisions of Act XXXVIII of 2014, Act XL of 2014 and Act LXXVII of 2014. In these cases the rules of the Operating Regulations must be used with the derogations specified in this Section.
2. The cases related to the settlement and contract modification (hereinafter: settlement case) mean the disputes where the petitioner applies for the judgment of the petitions defined in forms 151, 152 and 153, attached as annexes to the Operating Regulations. The petition for decision may only be submitted in respect of the petitions stipulated in the said forms. Should the petition of the petitioner cover other subjects as well, the acting panel will treat it as if the petitioner had not made the petition and it will not pass a decision on those.
3. The petitioner may submit a petition to the Board within 30 days from the receipt of the financial service provider's letter rejecting the complaint, or if the financial service provider failed to respond to his complaint within 60 days. If the petitioner was prevented from the submission of the petition, he may initiate the proceeding within 30 days from the termination of the prevention, but not later than 6 months after the delivery of the rejection of the complaint. The petitioner must confirm the prevention and the termination thereof.
4. The use of the standard forms is mandatory. If the petitioner submits his petition not on the appropriate dedicated form or the form is incomplete, the acting panels call upon the Petitioner, indicating what is missing and allowing a deadline of 8 days, to submit his petition on the proper form and supplementing it with the missing information. The petition is regarded as incomplete if not all necessary field are filled in, if the petitioner fails to attach the annexes indicated in the form, or those requested by the acting panel in the call for supplementation, or fails to make a declaration despite the call and in the opinion of the acting panel this circumstance renders the conduct of the proceedings and the judgment of the case on the merits impossible.
5. There may be several petitioners in a single settlement case. If there are more than one borrowers in the contract underlying the disputed settlement, the petition may be submitted by the addressee of the settlement statement and also by the person not specified as addressee, but entitled to dispute the settlement, jointly or separately.

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- a) If any person entitled to dispute the settlement submits the petition and starts the procedure at a different time, the acting panel consolidates the previously launched pending procedure with the procedure initiated later and thereafter calculates the procedural deadlines from the date of the consolidation.
 - b) If any person entitled to dispute the settlement submits a complaint to the financial service provider in respect of a case that is the subject of a pending procedure of the Financial Arbitration Board, and notifies the Board to this effect or the acting panel learns about this, the acting panel shall suspend the pending case(s) involved in the given settlement. The duration of the suspension is not considered for the purpose of the procedural deadline. If the statutory conditions of the suspension no longer exist, the acting panel continues the procedure.
6. The parties may not submit an objection on the ground of the lack of competence in the procedure.
7. The acting panel rejects the petition and terminates the procedure, if
- a) the case does not fall within the laws stipulated in point 1,
 - b) the submission of the petition was not preceded by the investigation of the petitioner's complaint at the petitioner's initiative at the respective service provider,
 - c) the complaint was not rejected within the statutory deadline,
 - d) the petition was submitted late
 - e) the petitioner failed to comply with the call for supplementation,
 - f) The petition cannot be judged even after the supplementation,
 - g) the petitioner withdraws his petition,
 - h) the petitioner and the financial service provider jointly apply for the termination of the proceedings,
 - i) the petition is unfounded
 - j) in the case of petitions aimed at the dispensing with the conversion into forint, the attempt to involve co-borrowers failed
 - k) any of the petitioners submits a petition due to the same reason in respect of which the Board has already passed a decision in connection to the same settlement,
 - l) if the financial service provider prepared a new settlement statement, against which independent remedy lies.
8. The acting panel sends the petition and the annexes thereto in copy or in electronic form, together with the notice on the hearing – if necessary – to the financial service provider, calling upon it to submit its response within 15 days and to send it directly to the petitioner as well. Furthermore, it calls upon the financial service provider to make a declaration on the legitimacy of the petitioner's claim and to submit – on electronic data carrier in the specified format and manner – the settlement statement communicated to the consumer, the notice on the conversion into forint and the underlying data, and upon a proposed compromise, describe such compromise in detail.
9. The acting panel may send the documents generated during the proceedings – if the respective party agrees to it – through electronic channels or by any other means. For the purpose of accelerating the administration the financial service providers may request in respect of all of their petitioners delivery by means other than post, subject to the Board's approval.
10. The Board assesses the petitions in three-member panels and in written proceedings, but the acting panel may, at its discretion, hold a hearing. The acting panel is appointed before judging the case on the merits.
11. The procedure is conducted in written form, if the acting panel holds no hearing. The rules governing the written procedure correspond to those governing the procedures with a hearing, with the following derogations:
- a) the acting panel notifies the parties on the start of the proceedings in writing,
 - b) prior to the decision the acting panel
 - i. calls upon the respective parties, setting a deadline of at least 8 days, to make their declarations on the merits, otherwise it passes a decision; and/or
 - ii. communicates the latest date for passing the decision; no declaration on the merits may be submitted after the deadline indicated in the call or communication.

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12. If the acting panel holds a hearing, it sets the date of the hearing to a date within 75 days from the start of the proceedings, and the modification thereof cannot be requested. If prior to the set date the parties effect a compromise and the financial service provider sends the related signed instrument to the acting panel, within 15 days from the receipt of the written compromise the acting panel approves the compromise, if it complies with the laws and cancels the hearing.
 13. The acting panel holds only one hearing. The hearing is not public. The acting panel may prohibit the presence of persons other than the parties and their representatives in the chamber. The acting panel may pass a decision at the hearing, having consulted at low tone. Video or voice recording may not be taken at the hearing.
 14. Written minutes are taken of the hearing; the chair of the acting panel may authorise the use of other recording devices. The minutes are taken and signed by a member of the acting panel; The minutes contain:
 - a) the name of the parties and their representatives, the petitioner's personal identification data (mother's maiden name, place and date of birth, the number of his ID document), residence (place of abode), the registered office of the financial service provider,
 - b) the fact that the parties were informed of their procedural rights and obligations, and the warnings made,
 - c) the attempt to effect a compromise; if the compromise is effected, it must be put on record,
 - d) the declarations of the parties in one sentence each,
 - e) the declarations and warnings of the chair of the acting panel related to the conduct of the hearing,
 - f) the facts related to the delivery of the decision passed.

Prior to closing the hearing the panel member taking the minutes reads out the minutes and the parties may comment on it. He indicates the file number on the finalised minutes. The minutes may be delivered by handing over the original document to the parties attending the hearing, or by post on paper, or through electronic channels and in electronic form. The acting panel may also record its resolution in the hearing minutes; in this case the minutes are signed by all members of the panel.

15. The acting panel approves a compromise in the case, or passes a binding resolution or rejects the petition and terminates the proceedings. The financial service provider is bound by the binding resolution even if it have not made either a general, or an individual declaration of submission.
16. The binding resolution must contain:
 - a) the name, place of residence or mailing address, place and date of birth of the petitioner
 - b) the name and registered office of the financial service provider involved in the dispute initiated by the petitioner,
 - c) the brief summary of the dispute or a reference to the content of the petition and the answer,
 - d) the decision of the acting panel,
 - e) the indication of the applied laws,
 - f) the information on the available remedies,
 - g) the date of committing the resolution to writing,
17. The proceedings of the Board are free; the costs of the consumer incurred in relation to the proceeding may not be reimbursed, hence no such petition may be submitted.
18. The Board will not publish the binding resolutions.
19. Either party may initiate remedy against the judgment of the Board. The petition for the conduct of the non-litigious court procedure must be submitted to the Board, but addressed to the district court operating at the seat of the tribunal having jurisdiction based on the consumer's residence; in the case of consumers resident in Budapest it must be addressed to the Central District Court of Pest. The Board submits the documents of the case along with the petition to the competent court.

13. PROCEDURE IN ONLINE FINANCIAL CONSUMER DISPUTES

1. If the Financial Arbitration Board agreed to conduct an alternative dispute resolution procedure in respect of a dispute forwarded via the online dispute resolution platform, in the case of consumer disputes related to online financial services activity, the rules stipulated in these Operating Procedures shall be applied with the derogations specified in this chapter. If the Board does not agree to resolve the dispute via the online dispute resolution platform, the rules of the hearing-based procedure shall be applied.
2. The online dispute resolution procedure takes place in writing through the dedicated platform; the panel shall send a notification to the parties on the launch of the procedure. No hearing shall be held unless either party requests that a hearing be held and the other party agrees to it, or as a result of considering the circumstances the acting panel initiates a hearing and both parties consent to it. If a hearing is held, the procedure shall continue after the receipt of the respective application in accordance with the general rules.
3. The acting panel may request the parties to provide it with written information or documents, by setting a deadline, in order to establish whether the petition is grounded. The declarations and position of the parties must be disclosed to the adverse party, who should be given the opportunity to define his position. The acting panel may request the parties that they should send an acknowledgment of receipt of the documents sent via the online dispute resolution platform.
4. The acting panel shall procure the delivery of its resolution contestable through remedy also by post to the parties; the deadlines for the remedy commence from the postal delivery.
5. The issues not regulated in this chapter shall be governed, *mutatis mutandis*, by the general rules of the Operating Procedures.

14. PUBLICATION OF THE DECISIONS

1. FAB publishes its binding resolutions and the recommendations on its website, within the site of the Magyar Nemzeti Bank, without disclosing the identity of the parties (anonymously), describing the content of the dispute and the result of the proceedings, and prepares a summary on the approved compromises.
2. If the annulment of any recommendation of FAB was requested at the court, the recommendation may not be published with the name of the financial service provider until the completion of the court procedure with a final ruling. After the final ruling the recommendation, the force of which was maintained, may be published.
3. If the financial service provider fails to comply with the recommendation and the 60 days from the delivery of the recommendation to the financial service provider elapsed, and the annulment of the recommendation was not requested, the recommendation of the acting panel may be published indicating the name of the financial service provider. The name of the petitioner initiating the procedure is not public.

15. RECESS

1. FAB is in recess twice a year, in summer and in winter. The summer recess is in July and August, while the winter recess is in December and January. The duration of the recess is 8-15 working days per occasion; this duration does not count for the purpose of calculating the procedural deadlines.
2. The exact time, start and end date of the recesses is published by the chair of FAB on the website at least one month before the start of the recess.

16. CONTACT DETAILS

To contact the Board visit:

On its website: www.mnb.hu/bekeltetes

In person at the customer service of the MNB: H-1122 Budapest, Krisztina krt. 6., Hungary

By phone at the customer service: +36-1-489-9700 or +36-80-203-776

By post in general and equity cases: 1525 Budapest, Pf.: 172., Hungary

By post in settlement and contract modification cases: 1539 Budapest, Pf.: 670., Hungary

By email: ugyfelszolgalat@mnb.hu

Electronically via the client gate portal: www.mo.hu

In relation to service contracts concluded online as specified in the ODR Regulation, via the online dispute resolution platform at <https://webgate.ec.europa.eu/odr>.


The petitions may be submitted:

- as electronic documents after identification through the Central Identification Agent via the FAB's Online Dispute Resolution platform. or at www.mo.hu
- in person at the MNB Customer Service (Budapest XII. district, Krisztina krt. 6.) or at the government offices (*Kormányablak*),
- by post to the address: 1525 Budapest, PO Box 172 (general resolution and equity cases) and to the address: 1539 Budapest, PO Box 670 (settlement and contract modification cases).

The Board communicates with the **financial service providers** through the “*Financial Arbitration Board e-administration*” service available at the MNB's information system for the reception of authenticated data (ERA system). Service providers can submit their communications using the electronic forms stored therein, while the Board's decisions, notifications, notices and other communications are delivered to the service providers by placing them in the delivery storage space.

The colleagues of the MNB Central Customer Service provide information on the rules governing the procedure of the Board by phone or e-mail, upon request by phone or e-mail. No information is provided on pending cases.

Annex 1 a)

	<h2>150. GENERAL CONSUMER PETITION</h2>	place of bar code
CASE NUMBER:	<i>To be submitted in 1 copy to the Financial Arbitration Board</i>	
Place of receipt	<p>You can download this form from www.mnb.hu/bekeltetes, fill it in by hand or by computer. You can ask for assistance for the completion of the form at the Customer Service Desk of the Magyar Nemzeti Bank (address: 1122 Budapest, Krisztina krt. 6.), or from the Financial Advisory Offices operating as the MNB's partners. For the contact details of the latter see: https://www.mnb.hu/fogyasztovedelem/tanacsado-irodak. You can submit the completed form by post to our postal address (Financial Arbitration Board, 1525 Budapest, PO Box 172) or in person at the MNB's Customer Service Desk or at the Government Offices. In this case you do not need to pay any postage. You can also submit your application electronically via the client gate portal (www.magyarorszag.hu, www.mo.hu).</p>	

1A. PETITIONER'S data: (Any person qualifying as a CONSUMER, i.e. a natural person acting for purposes falling outside his independent occupation and economic activity, may be a petitioner.)

1A.1	Petitioner's name:				
1A.2	Residential or postal address:				
1A.3	Date of birth:	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
1A.4	Telephone number:				
1A.5	Capacity: Please mark with X as applicable	<input type="checkbox"/> debtor	<input type="checkbox"/> demand guarantee provider	<input type="checkbox"/> mortgager	<input type="checkbox"/> heir
		<input type="checkbox"/> in the case of insurance contracts contractor	<input type="checkbox"/> insured	<input type="checkbox"/> beneficiary	<input type="checkbox"/> fund member
		<input type="checkbox"/> other (please describe)			

1B. ADDITIONAL PETITIONER'S data: (Any person qualifying as a CONSUMER, i.e. a natural person acting for purposes falling outside his independent occupation and economic activity, may be a petitioner.)

1B.1	Petitioner's name:				
1B.2	Residential or postal address:				
1B.3	Date of birth:	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
1B.4	Telephone number:				
1B.5	Capacity: Please mark with X as applicable	<input type="checkbox"/> debtor	<input type="checkbox"/> demand guarantee provider	<input type="checkbox"/> mortgager	<input type="checkbox"/> heir
		<input type="checkbox"/> in the case of insurance contracts contractor	<input type="checkbox"/> insured	<input type="checkbox"/> beneficiary	<input type="checkbox"/> fund member
		<input type="checkbox"/> other (please describe)			

150-A	Name of petitioner as per point 1A.: _____	Date of birth: <table border="1" style="display: inline-table; vertical-align: middle;"> <tr> <td style="width: 20px; height: 20px;"> </td> <td style="width: 20px; height: 20px;"> </td> <td style="width: 20px; height: 20px;"> </td> <td style="width: 20px; height: 20px;"> </td> <td style="width: 20px; height: 20px;"> </td> <td style="width: 20px; height: 20px;"> </td> <td style="width: 20px; height: 20px;"> </td> </tr> </table>							
_____	_____								

2. PROXY'S data		
<i>If you wish to act via a proxy, please also fill in and sign the POWER OF ATTORNEY form, obtain the signature of two witnesses and attach the original copy as annex to the petition.</i>		
2.1	Proxy's name:	
2.2	Residential or postal address:	
2.3	Telephone number:	

3. Data of the FINANCIAL SERVICE PROVIDER:		
3.1	Name of the financial service provider:	
3.2	Address of the financial service provider:	
Data of ADDITIONAL SERVICE PROVIDER <i>(Please fill in this section only, if you request that the procedure be launched against the additional service provider.)</i>		
3.3	Name of the additional financial service provider:	
3.4	Address of the additional financial service provider:	

4. DECLARATION ON DISQUALIFYING REASONS HINDERING THE INSTITUTION OF PROCEEDINGS:		
<i>Please be informed that the Financial Arbitration Board may only start the proceeding, if none of the disqualifying reasons listed below exists. It is important to indicate your response for each item.</i>		
Based on the same factual data and for the same right		
4.1	– a Financial Arbitration Board proceeding has been initiated before	<input type="checkbox"/> no / <input type="checkbox"/> yes
4.2	– a mediation procedure has been initiated before	<input type="checkbox"/> no / <input type="checkbox"/> yes
4.3	– there is a pending civil action	<input type="checkbox"/> no / <input type="checkbox"/> yes
4.4	– already a final judgement has been passed in the case, or there is a binding warrant for payment	<input type="checkbox"/> no / <input type="checkbox"/> yes
4.5	– the petitioner has formerly submitted an equity petition to the Financial Arbitration Board	<input type="checkbox"/> no / <input type="checkbox"/> yes

5. Data related to the COMPLAINT SUBMITTED TO THE FINANCIAL INSTITUTION:		
<i>Please be informed that the Financial Arbitration Board may only start the proceeding, if you have attempted to resolve the dispute directly with the financial service provider and your complaint (equity petition) has been rejected. If you have not lodged a complaint (equity petition) with the financial service provider, you may not initiate the proceeding of the Financial Arbitration Board.</i>		
5.1	When did you submit your complaint/equity petition to the financial institution? day month year
5.2	Please mark with X, if the financial institution did not respond to your complaint/equity petition and already 30 days have elapsed since the receipt of the complaint.	<input type="checkbox"/> yes
5.3	When did you receive the financial institution's letter on the rejection of the complaint/equity petition? day month year

150-B	Name of petitioner as per point 1A.: _____	Date of birth:								
		<table border="1"> <tr> <td>□</td><td>□</td><td>□</td><td>□</td><td>□</td><td>□</td> <td>□</td><td>□</td><td>□</td> </tr> </table>	□	□	□	□	□	□	□	□
□	□	□	□	□	□	□	□	□		

6. SUBJECT OF THE PETITION AND DESCRIPTION OF THE REASONS:

6.1 Describe the subject of the petition and indicate the amount involved:

6.1.1	Reference number of the contract being the subject of the petition:	
6.1.2	Petition of equity:	<input type="checkbox"/> yes
6.1.3	Description of the petition:	
6.1.4	Amount involved in the petition:	HUF

6.2 Detailed presentation of the reason for the petition:

*Attach the copies of the instruments supporting your allegations and indicate in **point 7** the documents you attached to support your allegations.*

Please mark with X, if you continue Point 6.2 on additional sheet 150-B/1: yes

150-B/1

ADDITIONAL SHEET FOR POINT 6.2

Name of petitioner as per point 1A.:

Date of birth:

□	□	□	□	□	□	□	□
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Detailed presentation of the reason for the petition (continuation of Point 6.2):

Empty box for detailed presentation of the reason for the petition.

150-C	Name of petitioner as per point 1A.: _____	Date of birth: <table style="display: inline-table; border: none;"> <tr> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> </tr> </table>							

7. ANNEXES TO THE PETITION:		
<i>The launch of the proceeding is conditional upon attaching the documents supporting your allegation to the petition. In the case of Points 7.1.1-7.1.4 and 7.2.1-7.2.3 it is sufficient to mark with X on the form that you have attached the instrument, while in the case of Point 7.2.4, please <u>list</u> the additional instruments you have attached.</i>		
7.1 Annexes related to Points 2-5 of the petition:		
7.1.1	Complaint/equity petition you have submitted to the financial institution	attached: <input type="checkbox"/>
7.1.2	Letter of the financial institution on the rejection of the complaint/equity petition	attached: <input type="checkbox"/>
7.1.3	If you have not received a response to your complaint from the financial institution, the document evidencing the submission of the complaint (e.g. the post office receipt of the registered mail)	attached: <input type="checkbox"/>
7.1.4	Original copy of the filled in and signed Power of Attorney form, if you have filled in Point 2 of the petition	attached: <input type="checkbox"/>
7.2 Annexes related to Point 6 of the petition:		
7.2.1	Document confirming the legal relationship pertaining to the financial services (e.g. contract, insurance proposal, insurance policy)	attached: <input type="checkbox"/>
7.2.2	Documents related to the insurance service claim (e.g. claim assessment protocol, expert opinion, quotation or invoice)	attached: <input type="checkbox"/>
7.2.3	Warrant for payment, litigation and foreclosure instruments related to the subject matter of the petition	attached: <input type="checkbox"/>
7.2.4	Additional documents supporting the petition: <i>(Please list the attached additional documents.)</i>	

150-D	Name of petitioner as per point 1A.:	Date of birth:
	_____	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>

8. I submit the following definite petition for the decision of the Financial Arbitration Board, based on which I request that the procedure be conducted.

Performed on, ... daymonth 201.... year

.....


Signature of the Petitioner specified in Point 1A.* Signature of the Petitioner specified in Point 1B.*

** I acknowledge that in the proceedings instituted on the basis of this petition, the Financial Arbitration Board will process my personal data stated in my petition – including my sensitive data potentially provided in this context – to the extent and for the time necessary for conducting the proceedings, and it may disclose them to third parties in complying with statutory obligations.*

By signing this form, I consent to the Financial Arbitration Board processing my sensitive data potentially provided in addition to my personal data in the proceedings instituted on the basis of this petition, to the extent and for the time necessary for conducting the proceedings, and disclosing them to third parties in complying with statutory obligations.

I also acknowledge that if the data subject considers that the data processing did not comply with the statutory requirements, I have the option to initiate the proceedings of the Magyar Nemzeti Bank’s internal data protection officer, or to bring the matter before court. In addition, an investigation may be initiated by filing a report to the National Authority for Data Protection and Freedom of Information on the grounds that there was an infringement in practising the rights related to the processing of personal data or there is imminent threat thereof.

Annex 1 b)

	<h2 style="margin: 0;">180. EQUITY PETITION</h2> <p style="font-size: small; margin: 0;">Equity case: cases where petitioners, with regard to their personal or financial situation, request the financial service provider to allow a more favourable possibility for performance than what was originally determined in the contract, such as, in particular, the reduction or cancellation of their payment obligation, the amendment or closure of their contract, or the possibility of completing payment under conditions other than the ones determined in the contract. In equity cases, the Board mediates between the financial service provider and the petitioner in the interest of reaching a settlement agreement, approves the settlement agreement concluded in its resolution, or, if no settlement agreement is reached, closes the case in a termination decision. In equity proceedings, claims already judged in payment order, litigious or court enforcement proceedings cannot be disputed.</p> <p style="text-align: center; font-weight: bold; font-size: small;">To be submitted in 1 copy to the Financial Arbitration Board</p>	Place of bar code								
<p>CASE NUMBER:</p>										
Place of receipt	<p>You may download this form from the website www.penzugyibekeltetotestulet.hu, or it can be filled in by hand or by typing. You may ask for the assistance of the Front Office Service of the Magyar Nemzeti Bank (address: 1013 Budapest, Krisztina krt. 39.), or from the financial advisory offices operating as the MNB's partners. For the contact data of financial advisory offices go to: https://www.mnb.hu/fogyasztovedelem/tanacsado-irodak. You may send the filled in form by post to our postal address of correspondence (Pénzügyi Békéltető Testület 1525 Budapest, Postafiók 172.), or submit it in person at the MNB's Front Office Services or at the bureaus of civil affairs. In this case no postal charges need to be paid.</p>									
<p>1. PETITIONER'S data: (Any person qualifying as a CONSUMER, i.e. a natural person acting for purposes falling outside his independent occupation and economic activity, may be a petitioner.)</p>										
1A.1	Petitioner's name:									
1A.2	Residential or postal address:									
1A.3	Date of birth:	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%; border: 1px solid black; text-align: center;"> </td> <td style="width: 10%; border: 1px solid black; text-align: center;"> </td> <td style="width: 10%; border: 1px solid black; text-align: center;"> </td> <td style="width: 10%; border: 1px solid black; text-align: center;"> </td> <td style="width: 10%; border: 1px solid black; text-align: center;"> </td> <td style="width: 10%; border: 1px solid black; text-align: center;"> </td> <td style="width: 10%; border: 1px solid black; text-align: center;"> </td> <td style="width: 10%; border: 1px solid black; text-align: center;"> </td> </tr> </table>								
1A.4	Telephone number:									
1A.5	Capacity: Please mark with an X as applicable	<input type="checkbox"/> debtor <input type="checkbox"/> demand guarantee provider <input type="checkbox"/> mortgager <input type="checkbox"/> heir <input type="checkbox"/> insured person <input type="checkbox"/> injured person <input type="checkbox"/> other:.....								
1B.1	Additional petitioner's name:									
1B.2	Residential or postal address:									
1B.3	Date of birth:	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%; border: 1px solid black; text-align: center;"> </td> <td style="width: 10%; border: 1px solid black; text-align: center;"> </td> <td style="width: 10%; border: 1px solid black; text-align: center;"> </td> <td style="width: 10%; border: 1px solid black; text-align: center;"> </td> <td style="width: 10%; border: 1px solid black; text-align: center;"> </td> <td style="width: 10%; border: 1px solid black; text-align: center;"> </td> <td style="width: 10%; border: 1px solid black; text-align: center;"> </td> <td style="width: 10%; border: 1px solid black; text-align: center;"> </td> </tr> </table>								
1B.4	Telephone number:									
1B.5	Capacity: Please mark with an X as applicable	<input type="checkbox"/> debtor <input type="checkbox"/> demand guarantee provider <input type="checkbox"/> mortgager <input type="checkbox"/> heir <input type="checkbox"/> insured <input type="checkbox"/> injured person <input type="checkbox"/> other:.....								
<p>2. PROXY's data: If you wish to act via a proxy, please also fill in and sign the POWER OF ATTORNEY form, obtain the signature of two witnesses and attach the original copy as an annex to the equity petition.</p>										
2.1	Proxy's name:									
2.2	Residential or postal address:									
2.3	Telephone number:									
<p>3. The FINANCIAL SERVICE PROVIDER's data: (Banks, other credit institutions, insurance undertakings, financial enterprises, treasuries and investment service providers are regarded as financial service providers. Debt management companies can only be regarded as financial service providers, if their claims with regard to consumers are based on financial services. Consumer groups and their organisers, utility companies or communication providers are not regarded as financial service providers.)</p>										
3.1	Financial service provider's name:									
3.2	Financial service provider's address:									

180-A	Petitioner's name as in point 1A.: _____	Date of birth: <table border="1" style="display: inline-table; border-collapse: collapse;"> <tr> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> </tr> </table>								

4. Statements and data relating to INSTITUTING THE PROCEDURE:

Please be informed that the Financial Arbitration Board may institute proceedings, if in respect of the same case you have not submitted an equity petition to the Board before. An exception to this rule is admissible only if in connection with your former petition no hearing was scheduled, or if you withdrew your petition during the procedure. Consumers may initiate proceedings in front of the Board only after they have attempted to settle their case with the financial service provider but were rejected, or if they did not receive an answer to their petition within 30 days-

4.1	Please state that you have <u>NOT</u> submitted an equity petition to the Financial Arbitration Board before based on the same facts of the case, for the same right, except where no hearing was scheduled in connection with your petition, or if you withdrew your petition during the procedure.	<input type="checkbox"/> I hereby declare
4.2	When did you submit your equity petition to the financial service provider? day month 201... year
4.3	Please mark with an X, if the financial service provider <u>did not respond</u> to your equity petition and 30 days have already elapsed since the receipt of your petition.	<input type="checkbox"/> yes
4.4	When did your receive the financial service provider's reply concerning the rejection of your equity petition? day month 201... year

5. SUBJECT OF THE EQUITY PETITION AND DESCRIPTION OF THE REASONS:

5.1 Describe the subject of the equity petition and indicate the amount involved:

5.1.1.	Identification number of the contract, which is the subject of the petition:	
5.1.2.	Description of the petition:	
5.1.3.	Amount involved in the petition:	HUF

5.2 Detailed presentation of the reasons for the petition:

*Please describe the personal or financial situation with regard to which the financial service provider is requested to allow a more favourable possibility for performance than what was originally determined in the contract, such as, in particular, the reduction or cancellation of payment obligation, the amendment or closure of the contract, or the possibility of completing payment under conditions other than the ones determined in the contract. Attach the copies of the instruments supporting your allegations and indicate in **Point 6** the documents you have attached to support your allegations.*

Please mark with an X, if you continue Point 5.2 on additional sheet 180-A/1: yes

180-A/1

ADDITIONAL SHEET TO POINT 5.2

Petitioner's name as in point 1A.:

Date of birth:

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Detailed presentation of the reasons for the petition (continuation of Point 5.2):

180-B	Petitioner's name as in point 1A.: _____	Date of birth: <table border="1"> <tr> <td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td> </tr> </table>								

6. ANNEXES TO THE PETITION:

The launch of the proceedings is **conditional upon** attaching the documents supporting your allegation to the petition. In the case of Points 6.1–6.5. it is sufficient to mark with an X on the form that you have attached the instrument, while in the case of Point 6.6 please list the additional instruments you have attached.

Annexes:		
6.1	Equity petition you have submitted to the financial institution	attached: <input type="checkbox"/>
6.2	Letter of the financial institution on the rejection of the equity petition	attached: <input type="checkbox"/>
6.3	If you have not received a response to your complaint from the financial institution, the document evidencing the submission of your complaint (e.g. the post office receipt of the registered mail)	attached: <input type="checkbox"/>
6.4	Original copy of the filled in and signed Power of Attorney form, if you have filled in Point 2 of the petition)	attached: <input type="checkbox"/>
6.5	Document certifying legal relationship relating to the financial service included in the equity petition (e.g.: contract, assignment notification, demand for payment)	attached: <input type="checkbox"/>
6.6	Additional documents supporting the petition: <i>(Please list the additional documents attached.)</i>	

7. I submit the following definite petition for the decision of the Financial Arbitration Board, based on which I request that proceedings be conducted.

Please describe your request accurately. E.g.: reduction or cancellation of payment obligation, amendment or closure of the contract, or the possibility of completing payment under conditions other than the ones determined in the contract)

Done at, ... daymonth 202... year

.....
Signature of the Petitioner specified in Point 1A.*


.....
Signature of the Petitioner specified in Point 1B.*

** I acknowledge that in the proceedings instituted on the basis of this petition, the Financial Arbitration Board will process my personal data stated in my petition – including my sensitive data potentially provided in this context – to the extent and for the time necessary for conducting the proceedings, and it may disclose them to third parties in complying with statutory obligations.*

By signing this form, I consent to the Financial Arbitration Board processing my sensitive data potentially provided in addition to my personal data in the proceedings instituted on the basis of this petition, to the extent and for the time necessary for conducting the proceedings, and disclosing them to third parties in complying with statutory obligations.

I also acknowledge that if the data subject considers that the data processing did not comply with the statutory requirements, I have the option to initiate the proceedings of the Magyar Nemzeti Bank's internal data protection officer, or to bring the matter before court. In addition, an investigation may be initiated by filing a report to the National Authority for Data Protection and Freedom of Information on the grounds that there was an infringement in practising the rights related to the processing of personal data or there is imminent threat thereof.

Annex 1 c)

	<h2>200. SUBMISSION FILING IN PENDING PROCEEDINGS</h2>
<p>This form may only be submitted electronically, after identification performed by the Central Identification Agent. The form can be used by the Petitioner (or his proxy), initiating the proceedings of the Financial Arbitration Board electronically, for filing additional submissions with the Board. The form can be submitted after identification through the Central Identification Agent even if the proceeding has been initiated by a paper-based submission.</p>	
<p>You can ask for assistance for the completion of the form at the Customer Service Desk of the Magyar Nemzeti Bank (address: 1122 Budapest, Krisztina krt. 6, phone: +36 (80) 203-776), or from the Financial Advisory Offices operating as the MNB's partners. For the contact details of the latter see: https://www.mnb.hu/fogyasztovedelem/tanacsadok.</p>	
<p><i>To be submitted to the Financial Arbitration Board after identification performed by the Central Identification Agent</i></p>	

1. IDENTIFICATION data:									
1.1. Petitioner name:									
1.2. Petitioner's birth date:	<table border="1" style="display: inline-table; border-collapse: collapse;"> <tr> <td style="width: 20px; height: 20px;">□</td> <td style="width: 20px; height: 20px;">□</td> <td style="width: 20px; height: 20px;">□</td> <td style="width: 20px; height: 20px;">□</td> <td style="width: 20px; height: 20px;">□</td> <td style="width: 20px; height: 20px;">□</td> <td style="width: 20px; height: 20px;">□</td> <td style="width: 20px; height: 20px;">□</td> </tr> </table>	□	□	□	□	□	□	□	□
□	□	□	□	□	□	□	□		
1.3. File number indicated on the letter received from Board, in respect of which you wish to file a submission: (Please do not change the main number-sub-number/year format)	<table border="1" style="display: inline-table; border-collapse: collapse;"> <tr> <td style="width: 40px; height: 20px;"> </td> <td style="width: 20px; height: 20px;">-</td> <td style="width: 40px; height: 20px;"> </td> <td style="width: 20px; height: 20px;">/</td> <td style="width: 40px; height: 20px;"> </td> </tr> </table>		-		/				
	-		/						
1.4. Subject of the submission: (Please indicate with X the subject of the submission)	<input type="checkbox"/> Supplementation	<input type="checkbox"/> Declaration							
	<input type="checkbox"/> Declaration on the answer	<input type="checkbox"/> Declaration on a proposal for settlement							
	<input type="checkbox"/> Other (please describe)								

2. SUBMISSION:			
2.1.	<table border="1" style="width: 100%;"> <tr> <td style="width: 30%;">Description of the submission:</td> <td style="height: 150px;"></td> </tr> </table> <p style="text-align: right;"><i>Please mark with X, if you continue point 2.1 on additional sheet 200-A/1 <input type="checkbox"/> yes</i></p>	Description of the submission:	
Description of the submission:			
2.2.	<table border="1" style="width: 100%;"> <tr> <td style="width: 30%;">Annexes to the submission:</td> <td style="height: 150px;">Please attach the annexes in pdf format if possible.</td> </tr> </table>	Annexes to the submission:	Please attach the annexes in pdf format if possible.
Annexes to the submission:	Please attach the annexes in pdf format if possible.		

200-A/1

ADDITIONAL SHEET FOR POINT 2.1

Name of the petitioner specified in 1.1:

Date of birth:

□	□	□	□	□	□	□	□
---	---	---	---	---	---	---	---

Description of the submission: (continuation of point 2.1):

Annex 2

To be completed only if you wish to act by proxy!

POWER OF ATTORNEY

I, the undersigned:

Petitioner's (principal's) name:					
Residential address:					
Date and place of birth:	<table border="1"> <tr> <td>□□□□</td> <td>□□</td> <td>□□</td> <td>Place of birth:</td> </tr> </table>	□□□□	□□	□□	Place of birth:
□□□□	□□	□□	Place of birth:		

hereby authorise:

Proxy's name:					
Residential address:					
Date and place of birth:	<table border="1"> <tr> <td>□□□□</td> <td>□□</td> <td>□□</td> <td>Place of birth:</td> </tr> </table>	□□□□	□□	□□	Place of birth:
□□□□	□□	□□	Place of birth:		

to act on behalf of me and in my name with full powers in the proceedings started with a view to resolve the financial consumer dispute between myself and

Name of financial service provider:	
address:	

at the Financial Arbitration Board.

This power of attorney is valid until recalled and applies solely to the above financial dispute.

Performed on, daymonth 20.. . year

..... Principal's signature* Proxy's signature*
---------------------------------	-----------------------------

Witnesses:

Name:	Name:
Address:	Address:
Mother's maiden name:	Mother's maiden name:
Signature:	Signature:

** I acknowledge that in the proceedings instituted on the basis of this petition, the Financial Arbitration Board will process my personal data stated in my petition to the extent and for the time necessary for conducting the proceedings, and it may disclose them to third parties in complying with statutory obligations.*

I also acknowledge that if the data subjects consider that the processing of data did not take place in compliance with the legal requirements, they have the option to initiate the proceedings of the Magyar Nemzeti Bank's internal data protection officer, or they can bring the matter before court. In addition, an investigation may be initiated by filing a report to the National Authority for Data Protection and Freedom of Information on the grounds that there was an infringement in practising the rights related to personal data management or there is imminent danger thereof.

FIN-NET contact form for cross-border complaints

When to use this form: Use this contact form if you:

- live in one country of the European Economic Area (all EU countries plus Iceland, Liechtenstein and Norway)
- have a complaint against a financial services provider in another country of the European Economic Area
- have complained to the provider but are still dissatisfied and
- want to find out which out-of-court dispute resolution body might be able to resolve the dispute

How to use this form: Please complete the information requested below, and e-mail or post the form to the relevant dispute resolution body in either:

- your own country or
- the country of the financial services provider

There is a list of dispute resolution bodies in each country, along with what they cover, on the [FIN-NET website](#). It will help if you attach a copy of essential documents, in particular, any written response the provider has made to your complaint.

Which language to use: See the [list of FIN-NET members](#) to find out which languages the different resolution bodies can handle. Choose one of these languages to fill in the form. For instance, if you decide to send the form to a FIN-NET member that can handle French and English, fill in the French or English version of the contact form. [You can find the form in all available languages here.](#)

What happens next: The FIN-NET member will tell you whether they are able to resolve your problem, or they may refer you to another member of the network. The resolution body that actually looks at your complaint may ask you to provide additional information or first fill in its own complaint form so that it can assess your case properly.



FIN-NET

FIN-NET contact form for cross-border financial services complaints

[Other linguistic versions are available here](#)

Information about you	
The country you live in	
Your surname	
Your name(s)	
Your nationality	
Your full address	
Your daytime telephone number	
Your e-mail address	
Information about the financial services provider	
Its full name	
Type of business (e.g. bank, insurer)	
The full address of the office you dealt with	
The telephone number, fax number and e-mail address of that office (optional)	
The country that the office is in	
Information about your complaint	
Brief summary of what the complaint is about	
Date of the facts that generated the dispute	
Reference of the contract, e.g. number of insurance policy (if possible, please attach a copy of the contract)	
Date you complained to the provider (if possible, please attach a copy of your message to the provider)	
Date of provider's last response (if possible, please attach a copy of the response)	
Have you filed any other procedure (court, arbitration board...) about the same facts?	

Annex 4

COOPERATING PARTNERS

Government offices – Kormányablak

pursuant to Government Decree No 86/2019 (IV. 23) petitions for the proceeding of the Financial Arbitration Board may be submitted through any of the Government Offices. For the list and contact details of the Government Offices see:

<http://kormanyablak.hu/hu/kormanyablakok>

Network of Financial Navigator Advisory Offices

The Financial Navigator Advisory Office Network is a cooperating partner of the Financial Arbitration Board. For more information on the network see: <https://www.mnb.hu/fogyasztovedelem/tanacsado-irodak> .

Annex 5

REGULATION (EU) NO 524/2013 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL

(of 21 May 2013)

on online dispute resolution for consumer disputes and amending Regulation (EC) No 2006/2004 and Directive 2009/22/EC (Regulation on consumer ODR)

THE EUROPEAN PARLIAMENT AND THE COUNCIL OF THE EUROPEAN UNION,

Having regard to the Treaty on the Functioning of the European Union, and in particular Article 114 thereof, Having regard to the proposal from the European Commission, After transmission of the draft legislative act to the national parliaments, Having regard to the opinion of the European Economic and Social Committee (1), Acting in accordance with the ordinary legislative procedure (2), Whereas:

- (1) Article 169(1) and point (a) of Article 169(2) of the Treaty on the Functioning of the European Union (TFEU) provide that the Union is to contribute to the attainment of a high level of consumer protection through measures adopted pursuant to Article 114 TFEU. Article 38 of the Charter of Fundamental Rights of the European Union provides that Union policies are to ensure a high level of consumer protection.
- (2) In accordance with Article 26(2) TFEU, the internal market is to comprise an area without internal frontiers in which the free movement of goods and services is ensured. In order for consumers to have confidence in and benefit from the digital dimension of the internal market, it is necessary that they have access to simple, efficient, fast and low-cost ways of resolving disputes which arise from the sale of goods or the supply of services online. This is particularly important when consumers shop cross-border.
- (3) In its Communication of 13 April 2011 entitled ‘Single Market Act — Twelve levers to boost growth and strengthen confidence — “Working together to create new growth”’, the Commission identified legislation on alternative dispute resolution (ADR) which includes an electronic commerce dimension as one of the twelve levers to boost growth and strengthen confidence in the Single Market.
- (4) Fragmentation of the internal market impedes efforts to boost competitiveness and growth. Furthermore, the uneven availability, quality and awareness of simple, efficient, fast and low-cost means of resolving disputes arising from the sale of goods or provision of services across the Union constitutes a barrier within the internal market which undermines consumers’ and traders’ confidence in shopping and selling across borders.
- (5) In its conclusions of 24-25 March and 23 October 2011, the European Council invited the European Parliament and the Council to adopt, by the end of 2012, a first set of priority measures to bring a new impetus to the Single Market.
- (6) The internal market is a reality for consumers in their daily lives, when they travel, make purchases and make payments. Consumers are key players in the internal market and should therefore be at its heart. The digital dimension of the internal market is becoming vital for both consumers and traders. Consumers increasingly make purchases online and an increasing number of traders sell online. Consumers and traders should feel confident in carrying out transactions online so it is essential to dismantle existing barriers and to boost consumer confidence. The availability of reliable and efficient online dispute resolution (ODR) could greatly help achieve this goal.
- (7) Being able to seek easy and low-cost dispute resolution can boost consumers’ and traders’ confidence in the digital Single Market. Consumers and traders, however, still face barriers to finding out-of-court solutions in particular to their disputes arising from cross-border online transactions. Thus, such disputes currently are often left unresolved.

-
- (8) ODR offers a simple, efficient, fast and low-cost out-of-court solution to disputes arising from online transactions. However, there is currently a lack of mechanisms which allow consumers and traders to resolve such disputes through electronic means; this leads to consumer detriment, acts as a barrier, in particular, to cross-border online transactions, and creates an uneven playing field for traders, and thus hampers the overall development of online commerce.
- (9) This Regulation should apply to the out-of-court resolution of disputes initiated by consumers resident in the Union against traders established in the Union which are covered by Directive 2013/11/EU of the European Parliament and of the Council of 21 May 2013 on alternative dispute resolution for consumer disputes (Directive on consumer ADR) (3).
- (10) In order to ensure that the ODR platform can also be used for ADR procedures which allow traders to submit complaints against consumers, this Regulation should also apply to the out-of-court resolution of disputes initiated by traders against consumers where the relevant ADR procedures are offered by ADR entities listed in accordance with Article 20(2) of Directive 2013/11/EU. The application of this Regulation to such disputes should not impose any obligation on Member States to ensure that the ADR entities offer such procedures.
- (11) Although in particular consumers and traders carrying out cross-border online transactions will benefit from the ODR platform, this Regulation should also apply to domestic online transactions in order to allow for a true level playing field in the area of online commerce.
- (12) This Regulation should be without prejudice to Directive 2008/52/EC of the European Parliament and of the Council of 21 May 2008 on certain aspects of mediation in civil and commercial matters (4).
- (13) The definition of ‘consumer’ should cover natural persons who are acting outside their trade, business, craft or profession. However, if the contract is concluded for purposes partly within and partly outside the person’s trade (dual purpose contracts) and the trade purpose is so limited as not to be predominant in the overall context of the supply, that person should also be considered as a consumer.
- (14) The definition of ‘online sales or service contract’ should cover a sales or service contract where the trader, or the trader’s intermediary, has offered goods or services through a website or by other electronic means and the consumer has ordered those goods or services on that website or by other electronic means. This should also cover cases where the consumer has accessed the website or other information society service through a mobile electronic device such as a mobile telephone.
- (15) This Regulation should not apply to disputes between consumers and traders that arise from sales or service contracts concluded offline and to disputes between traders.
- (16) This Regulation should be considered in conjunction with Directive 2013/11/EU which requires Member States to ensure that all disputes between consumers resident and traders established in the Union which arise from the sale of goods or provisions of services can be submitted to an ADR entity.
- (17) Before submitting their complaint to an ADR entity through the ODR platform, consumers should be encouraged by Member States to contact the trader by any appropriate means, with the aim of resolving the dispute amicably.
- (18) This Regulation aims to create an ODR platform at Union level. The ODR platform should take the form of an interactive website offering a single point of entry to consumers and traders seeking to resolve disputes out-of-court which have arisen from online transactions. The ODR platform should provide general information regarding the out-of-court resolution of contractual disputes between traders and consumers arising from online sales and service contracts. It should allow consumers and traders to submit complaints by filling in an electronic complaint form available in all the official languages of the institutions of the Union and to attach relevant documents. It should transmit complaints to an ADR entity competent to deal with the dispute concerned. The ODR platform should offer, free of charge, an electronic case management tool which enables ADR entities to conduct the dispute resolution procedure with the parties through the ODR platform. ADR entities should not be obliged to use the case management tool.

-
- (19) The Commission should be responsible for the development, operation and maintenance of the ODR platform and provide all technical facilities necessary for the functioning of the platform. The ODR platform should offer an electronic translation function which enables the parties and the ADR entity to have the information which is exchanged through the ODR platform and is necessary for the resolution of the dispute translated, where appropriate. That function should be capable of dealing with all necessary translations and should be supported by human intervention, if necessary. The Commission should also provide, on the ODR platform, information for complainants about the possibility of requesting assistance from the ODR contact points.
- (20) The ODR platform should enable the secure interchange of data with ADR entities and respect the underlying principles of the European Interoperability Framework adopted pursuant to Decision 2004/387/EC of the European Parliament and of the Council of 21 April 2004 on interoperable delivery of pan-European eGovernment services to public administrations, businesses and citizens (IDABC) (5).
- (21) The ODR platform should be made accessible, in particular, through the 'Your Europe portal' established in accordance with Annex II to Decision 2004/387/EC, which provides access to pan-European, multilingual online information and interactive services to businesses and citizens in the Union. The ODR platform should be given prominence on the 'Your Europe portal'.
- (22) An ODR platform at Union level should build on existing ADR entities in the Member States and respect the legal traditions of the Member States. ADR entities to which a complaint has been transmitted through the ODR platform should therefore apply their own procedural rules, including rules on cost. However, this Regulation intends to establish some common rules applicable to those procedures that will safeguard their effectiveness. This should include rules ensuring that such dispute resolution does not require the physical presence of the parties or their representatives before the ADR entity, unless its procedural rules provide for that possibility and the parties agree.
- (23) Ensuring that all ADR entities listed in accordance with Article 20(2) of Directive 2013/11/EU are registered with the ODR platform should allow for full coverage in online out-of-court resolution for disputes arising from online sales or service contracts.
- (24) This Regulation should not prevent the functioning of any existing dispute resolution entity operating online or of any ODR mechanism within the Union. It should not prevent dispute resolution entities or mechanisms from dealing with online disputes which have been submitted directly to them.
- (25) ODR contact points hosting at least two ODR advisors should be designated in each Member State. The ODR contact points should support the parties involved in a dispute submitted through the ODR platform without being obliged to translate documents relating to that dispute. Member States should have the possibility to confer the responsibility for the ODR contact points on their centres of the European Consumer Centres Network. Member States should make use of that possibility in order to allow ODR contact points to fully benefit from the experience of the centres of the European Consumer Centres Network in facilitating the settlement of disputes between consumers and traders. The Commission should establish a network of ODR contact points to facilitate their cooperation and work and provide, in cooperation with Member States, appropriate training for ODR contact points.
- (26) The right to an effective remedy and the right to a fair trial are fundamental rights laid down in Article 47 of the Charter of Fundamental Rights of the European Union. ODR is not intended to and cannot be designed to replace court procedures, nor should it deprive consumers or traders of their rights to seek redress before the courts. This Regulation should not, therefore, prevent parties from exercising their right of access to the judicial system.
- (27) The processing of information under this Regulation should be subject to strict guarantees of confidentiality and should comply with the rules on the protection of personal data laid down in Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data (6) and in Regulation (EC) No 45/2001 of the European Parliament and of the Council of 18 December 2000 on the protection of individuals with regard to the processing of personal data by the Community institutions and bodies and on the free movement of such data (7). Those rules

should apply to the processing of personal data carried out under this Regulation by the various actors of the ODR platform, whether they act alone or jointly with other such actors.

- (28) Data subjects should be informed about, and give their consent to, the processing of their personal data in the ODR platform, and should be informed about their rights with regard to that processing, by means of a comprehensive privacy notice to be made publicly available by the Commission and explaining, in clear and simple language, the processing operations performed under the responsibility of the various actors of the platform, in accordance with Articles 11 and 12 of Regulation (EC) No 45/2001 and with national legislation adopted pursuant to Articles 10 and 11 of Directive 95/46/EC.
- (29) This Regulation should be without prejudice to provisions on confidentiality in national legislation relating to ADR.
- (30) In order to ensure broad consumer awareness of the existence of the ODR platform, traders established within the Union engaging in online sales or service contracts should provide, on their websites, an electronic link to the ODR platform. Traders should also provide their email address so that consumers have a first point of contact. A significant proportion of online sales and service contracts are concluded using online marketplaces, which bring together or facilitate online transactions between consumers and traders. Online marketplaces are online platforms which allow traders to make their products and services available to consumers. Such online marketplaces should therefore have the same obligation to provide an electronic link to the ODR platform. This obligation should be without prejudice to Article 13 of Directive 2013/11/EU concerning the requirement that traders inform consumers about the ADR procedures by which those traders are covered and about whether or not they commit to use ADR procedures to resolve disputes with consumers. Furthermore, that obligation should be without prejudice to point (t) of Article 6(1) and to Article 8 of Directive 2011/83/EU of the European Parliament and of the Council of 25 October 2011 on consumer rights (8). Point (t) of Article 6(1) of Directive 2011/83/EU stipulates for consumer contracts concluded at a distance or off premises, that the trader is to inform the consumer about the possibility of having recourse to an out-of-court complaint and redress mechanism to which the trader is subject, and the methods for having access to it, before the consumer is bound by the contract. For the same consumer awareness reasons, Member States should encourage consumer associations and business associations to provide an electronic link to the website of the ODR platform.
- (31) In order to take into account the criteria by which the ADR entities define their respective scopes of application the power to adopt acts in accordance with Article 290 TFEU should be delegated to the Commission to adapt the information which a complainant is to provide in the electronic complaint form made available on the ODR platform. It is of particular importance that the Commission carry out appropriate consultations during its preparatory work, including at expert level. The Commission, when preparing and drawing up delegated acts, should ensure a simultaneous, timely and appropriate transmission of relevant documents to the European Parliament and to the Council.
- (32) In order to ensure uniform conditions for the implementation of this Regulation implementing powers should be conferred on the Commission in respect of the functioning of the ODR platform, the modalities for the submission of a complaint and cooperation within the network of ODR contact points. Those powers should be exercised in accordance with Regulation (EU) No 182/2011 of the European Parliament and of the Council of 16 February 2011 laying down the rules and general principles concerning mechanisms for control by Member States of the Commission's exercise of implementing powers (9). The advisory procedure should be used for the adoption of implementing acts relating to the electronic complaint form given its purely technical nature. The examination procedure should be used for the adoption of the rules concerning the modalities of cooperation between the ODR advisors of the network of ODR contact points.
- (33) In the application of this Regulation, the Commission should consult, where appropriate, the European Data Protection Supervisor.
- (34) Since the objective of this Regulation, namely to set up a European ODR platform for online disputes governed by common rules, cannot be sufficiently achieved by the Member States and can therefore, by reason of its scale

and effects, be better achieved at Union level, the Union may adopt measures in accordance with the principle of subsidiarity as set out in Article 5 of the Treaty on European Union. In accordance with the principle of proportionality, as set out in that Article, this Regulation does not go beyond what is necessary in order to achieve that objective.

(35) This Regulation respects fundamental rights and observes the principles recognised in particular by the Charter of Fundamental Rights of the European Union and specifically Articles 7, 8, 38 and 47 thereof.

(36) The European Data Protection Supervisor was consulted in accordance with Article 28(2) of Regulation (EC) No 45/2001 and delivered an opinion on 12 January 2012 (10), HAVE ADOPTED THIS REGULATION:

CHAPTER I

GENERAL PROVISIONS

Article 1

Subject matter

The purpose of this Regulation is, through the achievement of a high level of consumer protection, to contribute to the proper functioning of the internal market, and in particular of its digital dimension by providing a European ODR platform ('ODR platform') facilitating the independent, impartial, transparent, effective, fast and fair out-of-court resolution of disputes between consumers and traders online.

Article 2

Scope

1. This Regulation shall apply to the out-of-court resolution of disputes concerning contractual obligations stemming from online sales or service contracts between a consumer resident in the Union and a trader established in the Union through the intervention of an ADR entity listed in accordance with Article 20(2) of Directive 2013/11/EU and which involves the use of the ODR platform.
2. This Regulation shall apply to the out-of-court resolution of disputes referred to in paragraph 1, which are initiated by a trader against a consumer, in so far as the legislation of the Member State where the consumer is habitually resident allows for such disputes to be resolved through the intervention of an ADR entity.
3. Member States shall inform the Commission about whether or not their legislation allows for disputes referred to in paragraph 1, which are initiated by a trader against a consumer, to be resolved through the intervention of an ADR entity. Competent authorities shall, when they notify the list referred to in Article 20(2) of Directive 2013/11/EU, inform the Commission about which ADR entities deal with such disputes.
4. The application of this Regulation to disputes referred to in paragraph 1, which are initiated by a trader against a consumer, shall not impose any obligation on Member States to ensure that ADR entities offer procedures for the out-of-court resolution of such disputes.

Article 3

Relationship with other Union legal acts

This Regulation shall be without prejudice to Directive 2008/52/EC.

Article 4

Definitions

1. For the purposes of this Regulation:

- (a) 'consumer' means a consumer as defined in point (a) of Article 4(1) of Directive 2013/11/EU;
- (b) 'trader' means a trader as defined in point (b) of Article 4(1) of Directive 2013/11/EU;
- (c) 'sales contract' means a sales contract as defined in point (c) of Article 4(1) of Directive 2013/11/EU;
- (d) 'service contract' means a service contract as defined in point (d) of Article 4(1) of Directive 2013/11/EU;
- (e) 'online sales or service contract' means a sales or service contract where the trader, or the trader's intermediary, has offered goods or services on a website or by other electronic means and the consumer has ordered such goods or services on that website or by other electronic means;
- (f) 'online marketplace' means a service provider, as defined in point (b) of Article 2 of Directive 2000/31/EC of the European Parliament and of the Council of 8 June 2000 on certain legal aspects of information society services, in particular electronic commerce, in the Internal Market ('Directive on electronic commerce') (11), which allows consumers and traders to conclude online sales and service contracts on the online marketplace's website;
- (g) 'electronic means' means electronic equipment for the processing (including digital compression) and storage of data which is entirely transmitted, conveyed and received by wire, by radio, by optical means or by other electromagnetic means;
- (h) 'alternative dispute resolution procedure' ('ADR procedure') means a procedure for the out-of-court resolution of disputes as referred to in Article 2 of this Regulation;
- (i) 'alternative dispute resolution entity' ('ADR entity') means an ADR entity as defined in point (h) of Article 4(1) of Directive 2013/11/EU;
- (j) 'complainant party' means the consumer who or the trader that has submitted a complaint through the ODR platform;
- (k) 'respondent party' means the consumer against whom or the trader against whom a complaint has been submitted through the ODR platform;
- (l) 'competent authority' means a public authority as defined in point (i) of Article 4(1) of Directive 2013/11/EU;
- (m) 'personal data' means any information relating to an identified or identifiable natural person ('data subject'); an identifiable person is one who can be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to that person's physical, physiological, mental, economic, cultural or social identity.

2. The place of establishment of the trader and of the ADR entity shall be determined in accordance with Article 4(2) and (3) of Directive 2013/11/EU, respectively.

CHAPTER II

ODR PLATFORM

Article 5

Establishment of the ODR platform

1. The Commission shall develop the ODR platform (and be responsible for its operation, including all the translation functions necessary for the purpose of this Regulation, its maintenance, funding and data security. The ODR platform shall be user-friendly. The development, operation and maintenance of the ODR platform shall ensure that the privacy of its users is respected from the design stage ('privacy by design') and that the ODR platform is accessible and usable by all, including vulnerable users ('design for all'), as far as possible.
2. The ODR platform shall be a single point of entry for consumers and traders seeking the out-of-court resolution of disputes covered by this Regulation. It shall be an interactive website which can be accessed electronically and free of charge in all the official languages of the institutions of the Union.

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3. The Commission shall make the ODR platform accessible, as appropriate, through its websites which provide information to citizens and businesses in the Union and, in particular, through the 'Your Europe portal' established in accordance with Decision 2004/387/EC.
 4. The ODR platform shall have the following functions:
 - (a) to provide an electronic complaint form which can be filled in by the complainant party in accordance with Article 8;
 - (b) to inform the respondent party about the complaint;
 - (c) to identify the competent ADR entity or entities and transmit the complaint to the ADR entity, which the parties have agreed to use, in accordance with Article 9;
 - (d) to offer an electronic case management tool free of charge, which enables the parties and the ADR entity to conduct the dispute resolution procedure online through the ODR platform;
 - (e) to provide the parties and ADR entity with the translation of information which is necessary for the resolution of the dispute and is exchanged through the ODR platform;
 - (f) to provide an electronic form by means of which ADR entities shall transmit the information referred to in point (c) of Article 10;
 - (g) to provide a feedback system which allows the parties to express their views on the functioning of the ODR platform and on the ADR entity which has handled their dispute;
 - (h) to make publicly available the following:
 - (i) general information on ADR as a means of out-of-court dispute resolution;
 - (ii) information on ADR entities listed in accordance with Article 20(2) of Directive 2013/11/EU which are competent to deal with disputes covered by this Regulation;
 - (iii) an online guide about how to submit complaints through the ODR platform;
 - (iv) information, including contact details, on ODR contact points designated by the Member States in accordance with Article 7(1) of this Regulation;
 - (v) statistical data on the outcome of the disputes which were transmitted to ADR entities through the ODR platform.
 5. The Commission shall ensure that the information referred to in point (h) of paragraph 4 is accurate, up to date and provided in a clear, understandable and easily accessible way.
 6. ADR entities listed in accordance with Article 20(2) of Directive 2013/11/EU which are competent to deal with disputes covered by this Regulation shall be registered electronically with the ODR platform.
 7. The Commission shall adopt measures concerning the modalities for the exercise of the functions provided for in paragraph 4 of this Article through implementing acts. Those implementing acts shall be adopted in accordance with the examination procedure referred to in Article 16(3) of this Regulation.

Article 6

Testing of the ODR platform

1. The Commission shall, by 9 January 2015 test the technical functionality and user-friendliness of the ODR platform and of the complaint form, including with regard to translation. The testing shall be carried out and evaluated in cooperation with experts in ODR from the Member States and consumer and trader representatives. The Commission shall submit a report to the European Parliament and the Council of the result of the testing and take the appropriate measures to address potential problems in order to ensure the effective functioning of the ODR platform.
2. In the report referred to in paragraph 1 of this Article, the Commission shall also describe the technical and organisational measures it intends to take to ensure that the ODR platform meets the privacy requirements set out in Regulation (EC) No 45/2001.

Article 7

Network of ODR contact points

1. Each Member State shall designate one ODR contact point and communicate its name and contact details to the Commission. The Member States may confer responsibility for the ODR contact points on their centres of the European Consumer Centres Network, on consumer associations or on any other body. Each ODR contact point shall host at least two ODR advisors.
2. The ODR contact points shall provide support to the resolution of disputes relating to complaints submitted through the ODR platform by fulfilling the following functions:
 - (a) if requested, facilitating communication between the parties and the competent ADR entity, which may include, in particular:
 - (i) assisting with the submission of the complaint and, where appropriate, relevant documentation;
 - (ii) providing the parties and ADR entities with general information on consumer rights in relation to sales and service contracts which apply in the Member State of the ODR contact point which hosts the ODR advisor concerned;
 - (iii) providing information on the functioning of the ODR platform;
 - (iv) providing the parties with explanations on the procedural rules applied by the ADR entities identified;
 - (v) informing the complainant party of other means of redress when a dispute cannot be resolved through the ODR platform;
 - (b) submitting, based on the practical experience gained from the performance of their functions, every two years an activity report to the Commission and to the Member States.
3. The ODR contact point shall not be obliged to perform the functions listed in paragraph 2 in the case of disputes where the parties are habitually resident in the same Member State.
4. Notwithstanding paragraph 3, the Member States may decide, taking into account national circumstances, that the ODR contact point performs one or more functions listed in paragraph 2 in the case of disputes where the parties are habitually resident in the same Member State.
5. The Commission shall establish a network of contact points ('ODR contact points network') which shall enable cooperation between contact points and contribute to the performance of the functions listed in paragraph 2.
6. The Commission shall at least twice a year convene a meeting of members of the ODR contact points network in order to permit an exchange of best practice, and a discussion of any recurring problems encountered in the operation of the ODR platform.
7. The Commission shall adopt the rules concerning the modalities of the cooperation between the ODR contact points through implementing acts. Those implementing acts shall be adopted in accordance with the examination procedure referred to in Article 16(3).

Article 8

Submission of a complaint

1. In order to submit a complaint to the ODR platform the complainant party shall fill in the electronic complaint form. The complaint form shall be user-friendly and easily accessible on the ODR platform.
2. The information to be submitted by the complainant party shall be sufficient to determine the competent ADR entity. That information is listed in the Annex to this Regulation. The complainant party may attach documents in support of the complaint.

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3. In order to take into account the criteria by which the ADR entities, that are listed in accordance with Article 20(2) of Directive 2013/11/EU and that deal with disputes covered by this Regulation, define their respective scopes of application, the Commission shall be empowered to adopt delegated acts in accordance with Article 17 of this Regulation to adapt the information listed in the Annex to this Regulation.
 4. The Commission shall lay down the rules concerning the modalities for the electronic complaint form by means of implementing acts. Those implementing acts shall be adopted in accordance with the advisory procedure referred to in Article 16(2).
 5. Only data which are accurate, relevant and not excessive in relation to the purposes for which they are collected shall be processed through the electronic complaint form and its attachments.

Article 9

Processing and transmission of a complaint

1. A complaint submitted to the ODR platform shall be processed if all the necessary sections of the electronic complaint form have been completed.
2. If the complaint form has not been fully completed, the complainant party shall be informed that the complaint cannot be processed further, unless the missing information is provided.
3. Upon receipt of a fully completed complaint form, the ODR platform shall, in an easily understandable way and without delay, transmit to the respondent party, in one of the official languages of the institutions of the Union chosen by that party, the complaint together with the following data:
 - (a) information that the parties have to agree on an ADR entity in order for the complaint to be transmitted to it, and that, if no agreement is reached by the parties or no competent ADR entity is identified, the complaint will not be processed further;
 - (b) information about the ADR entity or entities which are competent to deal with the complaint, if any are referred to in the electronic complaint form or are identified by the ODR platform on the basis of the information provided in that form;
 - (c) in the event that the respondent party is a trader, an invitation to state within 10 calendar days:
 - whether the trader commits to, or is obliged to use, a specific ADR entity to resolve disputes with consumers, and
 - unless the trader is obliged to use a specific ADR entity, whether the trader is willing to use any ADR entity or entities from those referred to in point (b);
 - (d) in the event that the respondent party is a consumer and the trader is obliged to use a specific ADR entity, an invitation to agree within 10 calendar days on that ADR entity or, in the event that the trader is not obliged to use a specific ADR entity, an invitation to select one or more ADR entities from those referred to in point (b);
 - (e) the name and contact details of the ODR contact point in the Member State where the respondent party is established or resident, as well as a brief description of the functions referred to in point (a) of Article 7(2).
4. Upon receipt from the respondent party of the information referred to in point (c) or point (d) of paragraph 3, the ODR platform shall in an easily understandable way and without delay communicate to the complainant party, in one of the official languages of the institutions of the Union chosen by that party, the following information:
 - (a) the information referred to in point (a) of paragraph 3;
 - (b) in the event that the complainant party is a consumer, the information about the ADR entity or entities stated by the trader in accordance with point (c) of paragraph 3 and an invitation to agree within 10 calendar days on an ADR entity;
 - (c) in the event that the complainant party is a trader and the trader is not obliged to use a specific ADR entity, the information about the ADR entity or entities stated by the consumer in accordance with point (d) of paragraph 3 and an invitation to agree within 10 calendar days on an ADR entity;

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- (d) the name and contact details of the ODR contact point in the Member State where the complainant party is established or resident, as well as a brief description of the functions referred to in point (a) of Article 7(2).
5. The information referred to in point (b) of paragraph 3 and in points (b) and (c) of paragraph 4 shall include a description of the following characteristics of each ADR entity:
- (a) the name, contact details and website address of the ADR entity;
 - (b) the fees for the ADR procedure, if applicable;
 - (c) the language or languages in which the ADR procedure can be conducted;
 - (d) the average length of the ADR procedure;
 - (e) the binding or non-binding nature of the outcome of the ADR procedure;
 - (f) the grounds on which the ADR entity may refuse to deal with a given dispute in accordance with Article 5(4) of Directive 2013/11/EU.
6. The ODR platform shall automatically and without delay transmit the complaint to the ADR entity that the parties have agreed to use in accordance with paragraphs 3 and 4.
7. The ADR entity to which the complaint has been transmitted shall without delay inform the parties about whether it agrees or refuses to deal with the dispute in accordance with Article 5(4) of Directive 2013/11/EU. The ADR entity which has agreed to deal with the dispute shall also inform the parties of its procedural rules and, if applicable, of the costs of the dispute resolution procedure concerned.
8. Where the parties fail to agree within 30 calendar days after submission of the complaint form on an ADR entity, or the ADR entity refuses to deal with the dispute, the complaint shall not be processed further. The complainant party shall be informed of the possibility of contacting an ODR advisor for general information on other means of redress.

Article 10

Resolution of the dispute

An ADR entity which has agreed to deal with a dispute in accordance with Article 9 of this Regulation shall:

- (a) conclude the ADR procedure within the deadline referred to in point (e) of Article 8 of Directive 2013/11/EU;
- (b) not require the physical presence of the parties or their representatives, unless its procedural rules provide for that possibility and the parties agree;
- (c) without delay transmit the following information to the ODR platform:
 - (i) the date of receipt of the complaint file;
 - (ii) the subject-matter of the dispute;
 - (iii) the date of conclusion of the ADR procedure;
 - (iv) the result of the ADR procedure;
- (d) not be required to conduct the ADR procedure through the ODR platform.

Article 11

Database

The Commission shall take the necessary measures to establish and maintain an electronic database in which it shall store the information processed in accordance with Article 5(4) and point (c) of Article 10 taking due account of Article 13(2).

Article 12

Processing of personal data

1. Access to information, including personal data, related to a dispute and stored in the database referred to in Article 11 shall be granted, for the purposes referred to in Article 10, only to the ADR entity to which the dispute was transmitted

in accordance with Article 9. Access to the same information shall be granted also to ODR contact points, in so far as it is necessary, for the purposes referred to in Article 7(2) and (4).

2. The Commission shall have access to information processed in accordance with Article 10 for the purposes of monitoring the use and functioning of the ODR platform and drawing up the reports referred to in Article 21. It shall process personal data of the users of the ODR platform in so far as it is necessary for the operation and maintenance of the ODR platform, including for the purposes of monitoring the use of the ODR platform by ADR entities and ODR contact points.
3. Personal data related to a dispute shall be kept in the database referred to in paragraph 1 of this Article only for the time necessary to achieve the purposes for which they were collected and to ensure that data subjects are able to access their personal data in order to exercise their rights, and shall be automatically deleted, at the latest, six months after the date of conclusion of the dispute which has been transmitted to the ODR platform in accordance with point (iii) of point (c) of Article 10. That retention period shall also apply to personal data kept in national files by the ADR entity or the ODR contact point which dealt with the dispute concerned, except if the procedural rules applied by the ADR entity or any specific provisions of national law provide for a longer retention period.
4. Each ODR advisor shall be regarded as a controller with respect to its data processing activities under this Regulation, in accordance with point (d) of Article 2 of Directive 95/46/EC, and shall ensure that those activities comply with national legislation adopted pursuant to Directive 95/46/EC in the Member State of the ODR contact point hosting the ODR advisor.
5. Each ADR entity shall be regarded as a controller with respect to its data processing activities under this Regulation, in accordance with point (d) of Article 2 of Directive 95/46/EC, and shall ensure that those activities comply with national legislation adopted pursuant to Directive 95/46/EC in the Member State where the ADR entity is established.
6. In relation to its responsibilities under this Regulation and the processing of personal data involved therein, the Commission shall be regarded as a controller in accordance with point (d) of Article 2 of Regulation (EC) No 45/2001.

Article 13

Data confidentiality and security

1. ODR contact points shall be subject to rules of professional secrecy or other equivalent duties of confidentiality laid down in the legislation of the Member State concerned.
2. The Commission shall take the appropriate technical and organisational measures to ensure the security of information processed under this Regulation, including appropriate data access control, a security plan and a security incident management, in accordance with Article 22 of Regulation (EC) No 45/2001.

Article 14

Consumer information

1. Traders established within the Union engaging in online sales or service contracts, and online marketplaces established within the Union, shall provide on their websites an electronic link to the ODR platform. That link shall be easily accessible for consumers. Traders established within the Union engaging in online sales or service contracts shall also state their e-mail addresses.
2. Traders established within the Union engaging in online sales or service contracts, which are committed or obliged to use one or more ADR entities to resolve disputes with consumers, shall inform consumers about the existence of the ODR platform and the possibility of using the ODR platform for resolving their disputes. They shall provide an electronic link to the ODR platform on their websites and, if the offer is made by e-mail, in that e-mail. The information shall also be provided, where applicable, in the general terms and conditions applicable to online sales and service contracts.

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3. Paragraphs 1 and 2 of this Article shall be without prejudice to Article 13 of Directive 2013/11/EU and the provisions on consumer information on out-of-court redress procedures contained in other Union legal acts, which shall apply in addition to this Article.
 4. The list of ADR entities referred to in Article 20(4) of Directive 2013/11/EU and its updates shall be published in the ODR platform.
 5. Member States shall ensure that ADR entities, the centres of the European Consumer Centres Network, the competent authorities defined in Article 18(1) of Directive 2013/11/EU, and, where appropriate, the bodies designated in accordance with Article 14(2) of Directive 2013/11/EU provide an electronic link to the ODR platform.
 6. Member States shall encourage consumer associations and business associations to provide an electronic link to the ODR platform.
 7. When traders are obliged to provide information in accordance with paragraphs 1 and 2 and with the provisions referred to in paragraph 3, they shall, where possible, provide that information together.

Article 15

Role of the competent authorities

The competent authority of each Member State shall assess whether the ADR entities established in that Member State comply with the obligations set out in this Regulation.

CHAPTER III

FINAL PROVISIONS

Article 16

Committee procedure

1. The Commission shall be assisted by a committee. That committee shall be a committee within the meaning of Regulation (EU) No 182/2011.
2. Where reference is made to this paragraph, Article 4 of Regulation (EU) No 182/2011 shall apply.
3. Where reference is made to this paragraph, Article 5 of Regulation (EU) No 182/2011 shall apply.
4. Where the opinion of the committee under paragraphs 2 and 3 is to be obtained by written procedure, that procedure shall be terminated without result when, within the time-limit for delivery of the opinion, the chair of the committee so decides or a simple majority of committee members so request.

Article 17

Exercise of the delegation

1. The power to adopt delegated acts is conferred on the Commission subject to the conditions laid down in this Article.
2. The power to adopt delegated acts referred to in Article 8(3) shall be conferred for an indeterminate period of time from 8 July 2013.

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3. The delegation of power referred to in Article 8(3) may be revoked at any time by the European Parliament or by the Council. A decision to revoke shall put an end to the delegation of the power specified in that decision. It shall take effect the day following the publication of the decision in the *Official Journal of the European Union* or at a later date specified therein. It shall not affect the validity of any delegated acts already in force.
 4. As soon as it adopts a delegated act, the Commission shall notify it simultaneously to the European Parliament and to the Council.
 5. A delegated act adopted pursuant to Article 8(3) shall enter into force only if no objection has been expressed either by the European Parliament or the Council within a period of two months of notification of that act to the European Parliament and the Council or if, before the expiry of that period, the European Parliament and the Council have both informed the Commission that they will not object. That period shall be extended by two months at the initiative of the European Parliament or of the Council.

Article 18

Penalties

Member States shall lay down the rules on penalties applicable to infringements of this Regulation and shall take all measures necessary to ensure that they are implemented. The penalties provided for must be effective, proportionate and dissuasive.

Article 19

Amendment to Regulation (EC) No 2006/2004

In the Annex to Regulation (EC) No 2006/2004 of the European Parliament and of the Council (12) the following point is added:

‘21. Regulation (EU) No 524/2013 of the European Parliament and of the Council of 21 May 2013 on online dispute resolution for consumer disputes (Regulation on consumer ODR) ([OJ L 165, 18.6.2013, p. 1](#)): Article 14.’

Article 20

Amendment to Directive 2009/22/EC

Directive 2009/22/EC of the European Parliament and of the Council (13) is amended as follows:

(1) in Article 1(1) and (2) and point (b) of Article 6(2), the words ‘Directives listed in Annex I’ are replaced with the words ‘Union acts listed in Annex I’;

(2) in the heading of Annex I, the words ‘LIST OF DIRECTIVES’ are replaced by the words ‘LIST OF UNION ACTS’;

(3) in Annex I, the following point is added:

‘15. Regulation (EU) No 524/2013 of the European Parliament and of the Council of 21 May 2013 on online dispute resolution for consumer disputes (Regulation on consumer ODR) ([OJ L 165, 18.6.2013, p. 1](#)): Article 14.’

Article 21

Reports

1. The Commission shall report to the European Parliament and the Council on the functioning of the ODR platform on a yearly basis and for the first time one year after the ODR platform has become operational.
2. By 9 July 2018 and every three years thereafter the Commission shall submit to the European Parliament and the Council a report on the application of this Regulation, including in particular on the user-friendliness of the complaint form and the possible need for adaptation of the information listed in the Annex to this Regulation. That report shall be accompanied, if necessary, by proposals for adaptations to this Regulation.
3. Where the reports referred to in paragraphs 1 and 2 are to be submitted in the same year, only one joint report shall be submitted.

Article 22

Entry into force

1. This Regulation shall enter into force on the twentieth day following that of its publication in the *Official Journal of the European Union*.
2. This Regulation shall apply from 9 January 2016, except for the following provisions:
 - Article 2(3) and Article 7(1) and (5), which shall apply from 9 July 2015,
 - Article 5(1) and (7), Article 6, Article 7(7), Article 8(3) and (4) and Articles 11, 16 and 17, which shall apply from 8 July 2013. This Regulation shall be binding in its entirety and directly applicable in all Member States.

Done at Strasbourg, 21 May 2013.

For the European Parliament

The President

M. SCHULZ

For the Council

The President

L. CREIGHTON

(1) OJ C 181, 21.6.2012, p. 99.

(2) Position of the European Parliament of 12 March 2013 (not yet published in the Official Journal) and Decision of the Council of 22 April 2013.

(3) See page 63 of this Official Journal.

(4) OJ L 136, 24.5.2008, p. 3.

(5) OJ L 144, 30.4.2004, p. 62.

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- (6) OJ L 281, 23.11.1995, p. 31.
 - (7) OJ L 8, 12.1.2001, p. 1.
 - (8) OJ L 304, 22.11.2011, p. 64.
 - (9) OJ L 55, 28.2.2011, p. 13.
 - (10) OJ C 136, 11.5.2012, p. 1.
 - (11) OJ L 178, 17.7.2000, p. 1.
 - (12) OJ L 364, 9.12.2004, p. 1.
 - (13) OJ L 110, 1.5.2009, p. 30.

ANNEX

Information to be provided when submitting a complaint

- (1) Whether the complainant party is a consumer or a trader;
- (2) The name and e-mail and geographical address of the consumer;
- (3) The name and e-mail, website and geographical address of the trader;
- (4) The name and email and geographical address of the complainant party's representative, if applicable;
- (5) The language(s) of the complainant party or representative, if applicable;
- (6) The language of the respondent party, if known;
- (7) The type of good or service to which the complaint relates;
- (8) Whether the good or service was offered by the trader and ordered by the consumer on a website or by other electronic means;
- (9) The price of the good or service purchased;
- (10) The date on which the consumer purchased the good or service;
- (11) Whether the consumer has made direct contact with the trader;
- (12) Whether the dispute is being or has previously been considered by an ADR entity or by a court;
- (13) The type of complaint;
- (14) The description of the complaint;
- (15) If the complainant party is a consumer, the ADR entities the trader is obliged to or has committed to use in accordance with Article 13(1) of Directive 2013/11/EU, if known;
- (16) If the complainant party is a trader, which ADR entity or entities the trader commits to or is obliged to use.

Annex 6

RULES GOVERNING THE REGISTRATION OF THE SUBMISSION DECLARATIONS

Pursuant to the provisions of Article 103(2) of Act CXXXIX of 2013 on the Magyar Nemzeti Bank (hereinafter: *MNB Act*) the Financial Arbitration Board keeps a register on the submission declarations made in accordance with Article 103(1) of the MNB Act by the persons or organisations (*financial service providers*) falling with the laws stipulated in Article 39 of the MNB Act. The Board defines the administrative rules applicable to the registration of the submission declaration in this regulation.

1. The Board keeps an up-to-date register of the submission declarations submitted by financial service providers to the Financial Arbitration Board. The registration takes place in the IT framework used by the Board and equipped with a user interface accessible on the intranet (hereinafter: *register*). The effective and public data in the register are also published on the Board's website.
2. The submission declarations submitted by financial service providers to the Board are filed and scanned in accordance with the general document management rules in the document management system used at the Magyar Nemzeti Bank. Should the filing of any submission declaration be omitted, the Office of the Board will arrange for the filing of the given declaration and thereafter for the registration thereof in accordance with the present rules.
3. The designated colleague of the Office loads the data included in the registered submission declarations in the register. The following data must be captured:
 - 3.1. the name of the financial service provider;
 - 3.2. the seat of the financial service provider;
 - 3.3. the registration number of the financial service provider;
 - 3.4. the market classification of the financial service provider;
 - 3.5. the fact that submission declaration is restricted to certain services or amounts, and the content of such restriction;
 - 3.6. the validity of the submission declaration;
 - 3.7. the file number of the submission declaration.
4. If a financial service provider withdraws the submission declaration or modifies the content thereof, the designated colleague of the Office shall update the register with the withdrawal or the modification within 8 days from the receipt of the filed declaration by the Board.
5. If a financial service provider that made a submission declaration is dissolved without a legal successor and the Board is informed thereof by the said service provider or from other official sources, the designated colleague of the Office shall invalidate the submission declaration in respect of the said financial service provider with effect of its dissolution without a legal successor.
6. If a financial service provider that made a submission declaration is dissolved with a legal successor and the Board is informed about the dissolution or the legal succession by the said service provider or its legal successor, the Board shall modify the data of the said financial service provider indicated in the register with regard to the submission, or if the submission declaration is not confirmed by the legal successor, it shall invalidate the submission declaration with effect of the dissolution. If the legal successor confirms the submission declaration made by the financial service provider dissolved with a legal successor and accepts it as binding on it, this fact will be published on the Board's website as a separate special announcement.

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7. The Board verifies the corporate data of the financial service providers that made a submission declaration half-yearly, by the 10th day of the month following the closed half-year, and if it notices any change in the corporate data of the service provider, it updates the register accordingly.
 8. Following the updating of the register with the content of the declaration, the designated colleague of the Office shall archive the submission declaration or the instrument containing the modification or withdrawal thereof in accordance with the general document management rules.

Annex 7

RULES PERTAINING TO DATA COLLECTION AND THE MANAGEMENT OF DATA ASSET

1. During its operation the Board captures and stores the data received from petitioners and financial service providers in its case registration system (FAB Info system) to the degree and until the time necessary for the implementation of its activity, and in compliance with the relevant laws. It manages only such personal and special data that are essential for the realisation of the objective of the data management and suitable for attaining the goal.
2. Beyond the pursuance of conciliation activity the data also serve statistical purposes. The data collected and stored in the case registration system comprise of the data supplied by petitioners, the data requested in the calls for supplementation, and the data supplied by and asked from financial service providers.
3. The collected and stored data include in particular the following items:
 - a) the name, place of residence or abode of the petitioner,
 - b) the name and registered office of the financial service provider involved in the dispute,
 - c) all data related to the petitioned case, based on the description of the petitioner's position
 - d) the data and information included in the evidence presented by the petitioner
 - e) the information and data obtained in connection to the rejected complaint
 - f) the data and information supplied by financial service providers
 - g) the data of persons acting as proxies based on the power of attorney provided by the parties
 - h) the data and information related to other third parties included in the instruments that the petitioner and/or the financial service provider refers to as evidence.
3. The Board provides the stakeholder within the legislative framework with the opportunity to control the management of his data, thus the respective person may request information on the management of his personal data, the correction or the deletion of his personal data – with the exception of the mandatory data management ordered by the laws – and, if the law permits, he may object to the management of his personal data. The information is provided free.
4. For the purpose of performing its task regulated by the effective Hungarian laws and the mandatory acts of the European Union, the Board may manage personal and special data. In the absence of statutory authorisation or authorisation based on the European Union's mandatory acts, the management of the data may be solely based on the voluntary and definite – in the case of special data, written – informed consent of the stakeholder, where he gives his unambiguous consent to the management of the relevant personal data for definite purposes and with definite scope. Upon obtaining consent the stakeholder must be expressly reminded of the voluntary nature of the consent. Since the procedures conducted at the Board are started at the petition or initiative of private individuals qualifying as consumers – in the case of petitions for the determination of the settlement obligation at the initiative of non-private individual petitioners not qualifying as consumers – in their case consent with regard to personal data provided by them must be presumed.
5. The Board performs data management for administrative and registration purposes; in addition to this, in the proceedings launched on the basis of petitions related to the settlement and falling within Act XL of 2014 , the Board also forwards data to the non-litigious courts.
6. The administrative data management relates to the registration (filing) and processing of the case (petition). Its basic objective is to ensure the availability of the data necessary for conducting the procedure related to the given case, for the identification of the actors of the data management and the closing of the case. In the course of administrative data management personal data may only be recorded in documents of the given case and in the case registration systems (FAB Info and IRA, and in settlement-related cases in the FAB Info2 and IRA2 system); their management for this purpose lasts until the archiving of the underlying documents.
7. The data management for registration purpose creates a dataset included in the internal records, comprising of data files collected on the basis of data ranges defined in advance in the laws, during the time of the data management, ensuring

the ability to retrieve and enquire on data based on various attributes. The data also serves statistical purposes; thus they are used for compiling weekly and monthly statistics, and the Board's Annual Report as prescribed by the MNB Act. Based on the result of data collection and data management the statistical considerations include particularly the following items:

- 1) Number of rejected petitions
- 2) Reason for rejection
- 3) Number of cases closed with a settlement agreement
- 4) Number of binding resolutions
- 5) Number of recommendations
- 6) Number of petitions rejected after hearing
- 7) Number of contested FAB decisions
- 8) Number of court decisions
- 9) Number of cross-border consumer disputes, service providers involved
- 10) Subject of petitions
- 11) Breakdown of petitioners (petitions) by place of residence
- 12) Breakdown of petitions by the service providers involved
- 13) Types of petitioned financial services

8. The managed data must be deleted if the data management is illegal; if the data is incomplete or erroneous, and it cannot be rectified legally, provided that the deletion is not prohibited by law; the purpose of the data management has ceased, or the statutory data retention period has expired; or it was ordered by the court. The Board is obliged to adjust the incorrect data, if the necessary data are available to it. Apart from the stakeholder, those entities also must be informed on the adjustment or deletion of the data, to which the data were forwarded (e.g. in settlement cases the courts having statutory competence to conduct the non-litigious procedures), except when, in view of the purpose of data management, the failure to provide the information does not prejudice the legitimate interests of the stakeholder.
9. The stakeholder may protest against the management of his personal data to the data protection officer of the Magyar Nemzeti Bank, in accordance with Section of 21 of Act CXII of 2011. In this case the data protection officer shall notify the chair of the Board without delay. The chair shall make a decision within 15 days and if the objection is justified, the Office of the Board must cease the data management (additional data capturing and data transmission) and notify of the objection and the related measures all entities to which it has forwarded the personal data being the subject of the objection, who shall take actions to enforce the right of objection.
10. The management of the data asset accumulated during the data collection, the dataset serving statistical and registration purposes, and compliance with the provisions of this regulation and the statutory provisions related to data management are the responsibility of the chair of the Board.