

## **REGULATIONS OF THE BANK CONSUMER ARBITRATION**

### **Part I** **General** **Provisions**

#### **§ 1**

1. The Regulations shall apply to the resolution, by the Bank Arbiter operating under the auspices of the Polish Bank Association (Pol. *Związek Banków Polskich*, ZBP), of disputes between the consumers and banks as regards monetary claims arising due to non-performance or improper performance by a bank of banking activities or other activities for the benefit of the consumer.
2. For the purposes of the Regulations, a consumer shall be a natural person conducting a legal transaction with a bank, the transaction not being directly related to that person's business or professional activity.

#### **§ 2**

1. The proceedings before the Bank Arbiter shall concern solely disputes between consumers and banks that are members of the Polish Bank Association (ZBP), which have arisen after 1 July 2001 and where the value of the subject of the dispute does not exceed PLN 15,000. In case of disputes pertaining to mortgage loans, the value of the subject of the dispute cannot exceed PLN 23,000.
2. The proceedings before the Bank Arbiter may also concern disputes between consumers and banks that are not members of the Polish Bank Association, where the said banks have stated that they shall submit to the decision of the Bank Arbiter and comply with their decisions.
3. The value of the subject of the dispute shall not include interest nor other costs demanded in addition to the main claim.
4. If several claims are sought together, their value shall be added together.

### **§ 3**

- 1. The proceedings before the Bank Arbiter may concern cases related to the benefits provided by the State Treasury, in particular those pertaining to housing savings books and publicly-subsidized loans.**
- 2. Proceedings before the Bank Arbiter are not proceedings before an arbitration tribunal as defined by the provisions laid down in the Code of Civil Procedure.**

### **§ 4**

- 1. The ruling authority shall be the Bank Arbiter and the Deputy Bank Arbiter, who shall be appointed by the Polish Bank Association.**
- 2. The provisions of the Regulations concerning the Bank Arbiter shall apply accordingly to the Deputy Bank Arbiter.**

### **§ 5**

- 1. The Bank Arbiter shall be appointed for a term of 4 years.**
- 2. The Bank Arbiter can be a person who meets all the following conditions:**
  - a) is a Polish national and permanently resides in the territory of the Republic of Poland,**
  - b) has held the post of a judge at a court of law for 7 years or has worked as an attorney or legal counsel,**
  - c) is considered a moral authority,**
  - d) enjoys the full scope of public rights.**
- 3. The Bank Arbiter shall assume their duties after taking the following oath before the Management Board:**

**“By assuming the post of Bank Arbiter I solemnly swear to uphold the law and impartially settle disputes between banks and consumers.”**
- 4. The term of the Bank Arbiter shall expire:**
  - a) upon expiry of a period of 4 years,**
  - b) upon death,**
  - c) upon tendering a resignation,**
  - d) upon dismissal.**
- 5. The dismissal of the Bank Arbiter may be effected only upon:**
  - a) conviction for a committed crime by way of a final court decision,**

- b) in the event of inability to perform their duties.

## **§ 6**

The Bank Arbiter is supported by the Office of the Bank Arbiter.

## **§ 7**

1. The Bank Arbiter shall be based in Warsaw.
2. The Bank Arbiter shall use a round seal with the first name and surname thereof, a designation of the Bank Arbiter with the Polish Bank Association, and an indication of where the Bank Arbiter is based.
3. Additionally, the Bank Arbiter shall make use of a rectangular stamp with the address, phone and fax numbers, and email address.

## **Part II**

### **Initiation of Proceedings Before the Bank Arbiter**

## **§ 8**

1. Proceedings before the Bank Arbiter shall be initiated upon request of the consumer.
2. An motion to initiate the proceedings must be submitted in writing or electronically. Additionally, any and all appendices to the motion as well as procedural writs directed to the Bank Arbiter must be drawn up in writing or in electronic form.
3. The language of the motions to initiate the proceedings as well as the language of the proceedings shall be Polish.

## **§ 9**

1. The motion to initiate the proceedings before the Bank Arbiter must include:

- a) an accurate designation of the consumer by indicating their first name and surname, address of residence and, where applicable, correspondence address. It is also advisable to include a telephone and fax number or e-mail address,
- b) designation of the bank by indicating its name, branch, and address of its registered office,

- c) a precise specification of the claim, its succinct substantiation and, where applicable, an indication of evidentiary material in the form of documents, which must be attached to the motion,
  - d) the value of the subject of the dispute,
  - e) a signature of the consumer.
2. The motion must be accompanied by a document confirming that the complaint procedure has been concluded at the bank or a statement of the consumer that they failed to receive a response to the complaint from the bank within 30 days.
  3. The Bank Arbiter shall call on the consumer to supplement the motion or appendices within 7 days under pain of the case not being considered.
  4. Upon being ordered by the Bank Arbiter, the Office of the Bank Arbiter shall without delay send the parties a confirmation that an motion to initiate the proceedings conformant with the requirements of the Regulations has been submitted.

#### **§ 10**

1. The motion to initiate proceedings before the Bank Arbiter may be submitted directly by the consumer or a representative thereof at the Office of the Bank Arbiter, or sent via e-mail to the address of the Bank Arbiter.
2. Alongside the motion, the consumer shall pay a fee of PLN 50, by transfer to the bank account of the Bank Arbiter.
3. Should the value of the subject of the dispute be lower than PLN 50, the fee mentioned in Item 2 shall be PLN 20.
4. The Bank Arbiter shall refrain from any actions until the fee mentioned in Items 2 and 3 is paid.
5. An motion for which the fee has not been paid shall be returned.

#### **Part III**

#### **Consideration of the Motion by the Bank Arbiter**

#### **§ 11**

**After the consumer pays the fee mentioned in § 10 Items 2 and 3, the Bank Arbiter shall decide whether to refer the case to be considered or to refuse to consider the dispute.**

## **§ 12**

- 1. The Bank Arbiter shall refuse to consider a dispute when:**
  - a) the subject thereof exceeds beyond the categories of disputes falling under the jurisdiction of the Bank Arbiter,**
  - b) the consumer fails to meet the requirements mentioned in § 9 Item 2,**
  - c) the dispute is frivolous or the motion to initiate the proceedings before the Bank Arbiter shall inconvenience the other party,**
  - d) a case concerning the same claim between the same parties is ongoing or has been considered by the Bank Arbiter, another entity or court with appropriate jurisdiction,**
  - e) the value of the subject of the dispute is higher than the amount defined in § 2 Item 1,**
  - f) examining the dispute would cause serious disruptions to the operations of the Bank Arbiter.**
- 2. Alongside the refusal to consider the dispute, the Bank Arbiter shall half of the fee paid by the consumer to be reimbursed.**
- 3. In case of refusal to consider the dispute, the Bank Arbiter shall inform the consumer and the bank about the reason for the refusal within three weeks from the date on which the motion to initiate the proceedings before the Bank Arbiter that meets the requirements defined in the Regulations is effectively delivered.**

## **§ 13**

- 1. Once the case has been referred for consideration, the Office of the Bank Arbiter shall send the bank a official copy of the motion and appendices, and call on the bank to provide a response to the motion within 14 days.**
- 2. The time limit mentioned in Item 1 may be extended by the Bank Arbiter due to valid reasons.**
- 3. The Bank may provide a response to the motion in writing, by mail or e-mail.**
- 4. Failure by the bank to provide a response does not in any way hinder the consideration of the case.**

## **§ 14**

- 1. In the response to the motion, the bank must include a statement whether the bank accepts the claim stated therein in full, in part, or whether it motions for dismissal thereof.**

2. **The response to the motion must include a detailed statement of reasons and references to legal provisions, contracts, and regulations applicable to the case, as well as proof in the form of documents.**

#### **§ 15**

1. **The consumer may at any time withdraw the motion for the case to be considered by the Bank Arbiter.**
2. **In the case mentioned in Item 1, the fee shall not be reimbursed.**

#### **§ 16**

1. **The Bank Arbiter must, at every stage of the proceedings, attempt to convince the consumer and bank to resolve the dispute amicably by entering into a settlement.**
2. **In particular, the Bank Arbiter must explain to the consumer the legal doubts which arose in connection with the case, using language which is universally understood and free of specialist phrases.**

#### **§ 17**

**Should it prove impossible to resolve the dispute amicably by way of entering into a settlement between the consumer and bank, the Bank Arbiter shall resolve the dispute during a closed session.**

#### **§ 18**

1. **In special cases, due to the nature of the dispute, the Bank Arbiter schedules a hearing, to which the consumer and the bank are summoned.**
2. **The hearing shall take place in the presence of the consumer or a representative thereof as well as a representative of the bank, provided that they appear.**
3. **Failure of either party to appear shall not prevent the hearing from taking place, unless the summons was not properly served.**

## **Part IV**

### **Ruling of the Bank Arbiter**

#### **§ 19**

- 1. After considering the case during a closed session or conducting a hearing, the Bank Arbiter shall issue a ruling.**
- 2. The date of the ruling shall be the date when proceedings before the Bank Arbiter are concluded.**
- 3. The ruling must include:**
  - a) the date of its issuance,**
  - b) an indication of the parties,**
  - c) a designation of the subject of the case,**
  - d) the decision of the Bank Arbiter,**
  - e) the decision regarding the costs of the proceedings,**
  - f) a statement of reasons for the ruling.**
- 4. The Bank Arbiter cannot rule on the costs of legal representation.**
- 5. The statement of reasons must include a succinct description of the facts and an explanation of the legal basis of the ruling along with citation of the legal provisions.**
- 6. The ruling shall be signed by the Bank Arbiter and affixed with a round stamp.**
- 7. The ruling shall be issued within 90 days from the date of submitting the motion to initiate the proceedings which is compliant with the requirements of the Regulations.**
- 8. In the case of a particularly complicated dispute, the time limit mentioned in Item 7 may be extended.**
- 9. The Bank Arbiter shall notify the consumer and bank about any time limit extension, indicating the expected date when the proceedings will be concluded.**
- 10. An abridgement of the ruling shall be promptly served by the Office of the Bank Arbiter to the consumer and bank by registered mail.**

#### **§ 20**

- 1. The Bank Arbiter shall make the rulings or excerpts thereof available for research or teaching purposes.**

2. **Prior to their publication, the rulings shall be subject to anonymization in regards to data enabling identification of the parties as well as trade and product names.**

## **Part V**

### **Costs of the Proceedings**

#### **§ 21**

**Should the bank lose the case, it shall reimburse the consumer for the fee paid by the consumer.**

#### **§ 22**

1. **Should the bank lose the case, it shall incur the costs of the proceedings before the Bank Arbiter.**
2. **The costs of the proceedings shall be defined by the Bank Arbiter in the ruling, in the amount corresponding to the entire proportional fee in the civil case set out by the provisions of the Act on Court Fees in Civil Cases.**
3. **The Bank shall pay the costs of the proceedings within 14 days of receiving the abridgement of the ruling.**
4. **The amounts of the costs of the proceedings paid by banks and fees paid by the consumer shall be used to cover the costs of operations of the Bank Arbiter.**

## **Part VI**

### **Enforceability of the Rulings Issued by the Bank Arbiter**

#### **§ 23**

1. **The rulings of the Bank Arbiter shall be final for the bank.**
2. **The bank shall implement the ruling of the Bank Arbiter no later than within 14 days from receiving an official copy of the ruling.**

#### **§ 24**

1. **The rulings of the Bank Arbiter shall not be final for the consumer.**
2. **In order to pursue the claim, the consumer may bring an action before a court of law.**

3. **A settlement entered into before the Bank Arbiter shall be formulated as a ruling with an indication that it was issued as a result of a settlement entered into by the consumer and bank.**
4. **In the case mentioned in Item 3, the costs of the proceedings before the Bank Arbiter shall not be determined and the consumer shall be reimbursed half of the paid fee.**

## **Part VII**

### **Final Provisions**

#### **§ 25**

1. **The case files for cases concluded with the Bank Arbiter issuing a ruling shall be stored at the Office of the Bank Arbiter for a period of one year. After expiry of this period, the files shall be destroyed.**
2. **The consumer and bank may receive official copies of documents from the files.**