

# **Customer Complaint Management Regulation**

## **RAIFFEISEN BANK ZRT.**

In effect: as of January 01, 2025. until withdrawal.

### **Introduction**

One of the most important intentions of Raiffeisen Bank Zrt. (Bank) is the high quality Customer service. The development of services and processes suiting Customer needs increasingly is of great importance.

According to the above the Bank assures, that the Customer having a complaint in connection with the Bank's activity or failure can announce it verbally (personally or via telephone) or in writing (personally, or assigned by a third person, via mail or email).

For this reason inbound complaints from Customers are handled based on currently valid legal regulations, in a uniform, centralized way, through the Central Complaint Management Group.

This regulation shall also be applied to loans covered by the portfolio transfer agreement concluded between AEGON Hungary Hitel Zrt. and Raiffeisen Bank Zrt. (hereinafter referred to as Raiffeisen Bank Zrt. or Bank).

### **I. Complaint Management definitions**

#### **1. *Customer complaint***

1.1. Objections relating to prior to the conclusion of the contract or by the conclusion of the contract, during the performance of the contractual relationship, by the service provider, and the termination of the contractual relationship, or subsequently, an objection relating to the conduct, activity or omission of the service provider in connection with the contract.

All objections shall be considered a complaint, which the Customer communicates to the Bank through one of the channels described in section II. of the present Regulation.

1.2 Any requests submitted to the Bank by the Customer for general information, opinion or standpoint *shall not be considered as a complaint.*

#### **2. *Customer***

2.1 "Customer" shall mean any natural person, legal entity or unincorporated business association, organization, or authority—or representatives of the aforesaid—who/which has business association in connection with financial services or/and investment services with the Bank.

2.2 Any other person shall also be considered a Customer, who has no business association in connection with financial services or/and investment services with the Bank, but has a complaint.

2.3 The Customer shall qualify as *consumer*, if he/she is a private individual carrying affairs out of the scope of his/her profession and economic activity.

### 3. *Suggested elements of customers' complaints*

3.1 In order to investigate complaints as soon as possible, Customers should provide all personal data, statements, observations, and perceived failures exactly and specifically in all cases, and if it is possible, provide related documents to the Bank to accelerate the investigation process.

3.2 For the sake of quick complaint investigation it is needed that the Customer describes exactly the place of the complaint's event or the complaint's subject, as far as possible gives the exact time, and the potential compensation required.

### 4. *Customer service*

For the communication of complaints, all areas of the Bank physically open to Customers (e.g. branches), as well as all units of the Bank accessible on the phone or on the shall be regarded as customer service units.

## **II. Announcement of a complaint**

### **1. Verbal complaint**

1.1 Customers may announce the complaint:

#### **a) personally:**

Complaints may be announced at any of the Bank's branches during opening hours, where the Customer complaint is registered by the Bank's colleagues. The record must be signed by both parties. The copy of the record shall be given to the Customer. *The address and opening hours of branches may be found on the [Bank's home page](#).*

#### **b) by phone:**

Complaints may be announced via our Raiffeisen Direkt Call Center on phone number 06-80488588 (from abroad: +36 1 484 8484), every working day between 8-20.

- The Bank shall make an audio recording of the communication with the Customer and retain such audio recording for five years.
- Upon the Customer's request, the Bank shall provide an opportunity for the Customer to listen to the audio recordings at the Bank's premises and shall hand a CD disk or provide an authenticated script of the audio recording to the Customer within twenty-five days free of charge.

#### **c) via RaiConnect service:**

*Service is available for clients marked in the Announcement which can be found on our webpage. Complaints can be submitted via the RaiConnect channel within its availability period as part of the service.*

- The Bank shall make an audio/video recording of the communication with the Customer and retain such audio/video recording for five years.
- Upon the Customer's request, the Bank shall provide an opportunity for the Customer to listen to the recordings at the Bank's premises and shall hand an authenticated script of the audio recording to the Customer within twenty-five days free of charge.

**d) via VideoBank service:**

*Service is available for clients marked in the Announcement which can be found on our webpage. Complaints can be submitted via the VideoBank channel within its availability period as part of the service.*

- The Bank shall make an audio/video recording of the communication with the Customer and retain such audio/video recording for five years.
- The Customer can access the recording via a link sent in an e-mail within 30 calendar days by using a unique code provided by the Bank in the electronic message. The conversation shall be archived after 30 calendar days. Upon the Customer's request the Bank shall make the recording available again after Customer identification for further 30 calendar days the same way mentioned above.

## **2. Written complaint**

2.1. Customers may announce the complaint:

- a) **personally, or by a document submitted by a third person;**
- b) **by post** addressed to Raiffeisen Bank, Central Complaint Management (Budapest, 1700);
- c) **by email** addressed to [info@raiffeisen.hu](mailto:info@raiffeisen.hu), which the Bank receives continuously.
- d) **via RaiConnect service chat function** when the service is available.  
*Service is available for clients marked in the Announcement which can be found on our webpage.*
- e) **via VideoBank service chat function** when the service is available.  
*Service is available for clients marked in the Announcement which can be found on our webpage.*

2.2. The Customer may complain **by way of proxy**. Should the Customer complain by way of proxy, the authorization should be in the form of a public document, or a fully conclusive private deed and must comply with the regulations stipulated in Act CXXX of 2016 on Civil Procedure and in Act CCXXXVII. of 2013. on Credit Institutions and Financial Enterprises. *The template of the authorization can be found on the Bank's home page.*

In the case of a Client acting through a proxy, the original of the power of attorney must be attached to the complaint.

### III. Complaint investigation

#### 1. General rules

1.1. The investigation of a complaint is **free of charge**; the Bank may not charge a fee for this activity. The investigation of a complaint shall consider all relevant circumstances.

1.2. Upon complaint management, the Bank shall act in such a way that – based on possibilities given by the circumstances – avoids consumer legal disputes.

1.3. Based on Act CXXII. of 2011 on the central loan information system, Customer complaints regarding the transfer and management of data by the financial institution managing the Central Loan Information System shall be investigated by the Bank within five working days of the receipt of such complaint. The Bank is obliged to inform the Customer in writing, via registered mail about the result of the investigation immediately, but latest within two working days of the closing of the investigation.

#### 2. Verbal complaint

2.1 The Bank investigates the verbal complaints immediately and if it is possible remedies it.

2.2 In case of verbal complaints given by phone, via RaiConnect or VideoBank, the Bank should act as generally expected in the given situation to provide a live voice reply within five minutes from the successful telephone connection initiated by the Customer.

2.3 In case of verbal complaints given by phone or via RaiConnect/VideoBank service the Bank draws the attention of the Customer to the fact that an audio/video recording is made of the call. The Bank shall keep the recordings of verbal complaints for 5 years. Based on the Customer's request the Bank shall make the listening to the audio recording possible, furthermore provides the authenticated minutes of the audio/video recording free of charge within 25 days.

2.4 In case of said complaint announced by telephone / RaiConnect / VideoBank, the Bank shall provide information on the data of complaint identification.

2.5 If the investigation of the said complaint is not possible immediately or the Customer does not agree with the immediate handling of the complaint, the Bank shall prepare written minutes and provide a copy to the Customer in case of personally submitted complaint. In case of the said complaint submitted via telephone / RaiConnect / VideoBank service, the written minutes shall be sent to the Customer together with the final response of the Bank, otherwise it shall act in accordance with the provisions concerning the written complaint.

The Central Complaints Management Group is entitled and obliged to investigate and respond to customer complaints.

2.6. The minutes shall contain the following:

a) Name of the Customer.

- b) Address, seat, or if necessary, the mailing address of the Customer.
- c) Place, time and channel in which the complaint was submitted.
- d) Name and address of the Bank.
- e) Detailed description of the Customer's complaint, listing the individual complaints separately, for all complaints of the Customer to be investigated completely.
- f) Contract, cash desk- or Customer number being the subject of the complaint.
- g) List of documents and other evidence submitted by the Customer.
- h) Should the immediate investigation of the complaint not be possible, the signatures of the keeper of the minutes and the Customer.
- i) Place and time of the minutes.

### **3. Written complaint**

3.1 The Central Complaints Management Group is entitled and obliged to investigate and respond to customer complaints.

3.2 The Bank shall confirm the receipt of written complaints in writing. The confirmation letter contains the registration number for the identification of the complaint, the deadline for the investigation set by law, and the way in which the Customer may inquire about the complaint.

## **IV. Written answer of the complaint**

4.1 The Central Complaint Management Group is entitled and responsible for the supervision of complaint investigations and providing answers to Customers. The answer is sent with due explanation to the Customer within 30 calendar days, or in the case of complaints related to payment services, within 15 business days of the admission of the complaint by the Bank. If a payment services related complaint cannot be answered within 15 business days for reasons beyond the Bank's control comprising all issues included in the complaint, a provisional answer shall be sent to the Customer, also including the reasons for the delay of a substantive reply, as well as a deadline for the final answer, which may not be later than the 35th day following the communication of the complaint.

4.2 If the consumer Customer has sent the complaint from his/her e-mail address notified for the purposes of communication and registered by the Bank, or via Raiffeisen Connect/VideoBank chat function the response including its reasoned opinion related to the complaint shall also be sent electronically, unless the consumer Customer orders otherwise.

4.3 In the case of Customers not qualifying as consumers—including in particular commercial companies, other legal persons and organisations—considering that in the course of the management of their complaints the protection of data sent through e-mail and qualifying as bank or business secrets against third parties unauthorised to know such data is not ensured all inclusively, the Bank shall have the right in its discretion to send its reply related to the complaint through another communication channel specified in these General Business Conditions (GBC) to the Customer.

4.4 If the complaint is rejected, the Central Complaint Management Group informs the Customer in the response letter about the possible legal remedies (also contained in Chapter V. of present regulation), furthermore gives the availabilities and addresses of concerned authorities and establishments.

4.5 If the Customer submits a complaint with the same content as the previously submitted complaint and it was rejected by the Bank, and the Bank maintains its previous position, the Bank shall also fulfill its obligation to respond by referring to the previous letter and providing information the possible legal remedies.

## **V. Data that can be requested from the Customer in the course of complaint management**

1. During complaint management the Bank is entitled to request from the Customer especially the following data:

- a) name.
- b) contract-, or Customer number.
- c) address, seat, mailing address.
- d) telephone number.
- e) notification method.
- f) product or service being the subject of the complaint.
- g) description, reason of the complaint.
- h) request of the complaining Customer.
- i) copy of those documents in the possession of the Customer, which support the complaint and are not in the possession of the Bank.
- j) in case the Customer authorized a proxy, the currently valid authorization.
- k) any other data necessary for the investigation and answering of the complaint.

2. The data of the complaining Customer shall be managed in accordance with the stipulations of Regulation (EU) 2016/679 of the European Parliament and of the Council (GDPR) and Act CXII of 2011 on the right of self-determination and information freedom.

## **VI. Information obligation in relation to complaint management**

1. In case of the rejection of the complaint, or in case of the unsuccessful lapsing of the legal answering deadline, the Customer qualifying as a consumer may turn to the following authorities:

- a) **Financial Arbitration Board** (in relation to the legal disputes on the conclusion, validity, legal effect, and termination of the contract and in relation the breach of the contract and its legal effects) address: MNB 1013 Budapest, Krisztina körút 55., mailing address: H - 1525 Budapest, Pf. 172.  
Pf.:172, phone no.: 06-80-203-776, e-mail: [ugyfelszolgalat@mnbb.hu](mailto:ugyfelszolgalat@mnbb.hu); Customer service address: 1122 Budapest, Krisztina körút 6., location of hearings: 1133 Budapest, Váci út 76)
- b) **National Bank of Hungary** (1013 Budapest, Krisztina körút 55., mailing address: 1534 Budapest BKKP Postafiók: 777, phone no.: 06-80-203-776, e-mail address:

[ugyfelszolgalat@mnb.hu](mailto:ugyfelszolgalat@mnb.hu), Customer Contact Information Center: 1122 Budapest, Krisztina körút 6.);

c) **Court:**

- to the Court of Commercial Arbitration (1055 Budapest, Markó u. 25.), if the individual agreement includes an arbitration clause.
- in the absence of an arbitration clause, to the regular court of justice stipulated in the individual agreement, and in the absence of such a stipulation, to the court of justice having competence in accordance with the provisions of Act CXXX of 2016 on the Code of Civil Procedure.

2. In case of the rejection of the complaint, or in case of the unsuccessful lapsing of the legal answering deadline, the Customer not qualifying as a consumer may turn to court.

- to the Court of Commercial Arbitration (1055 Budapest, Markó u. 25.), if the individual agreement includes an arbitration clause.
- in the absence of an arbitration clause, to the regular court of justice stipulated in the individual agreement, and in the absence of such a stipulation, to the court of justice having competence in accordance with the provisions of Act CXXX of 2016 on the Code of Civil Procedure

3. For information concerning the use of the different bodies, authorities and courts, and their detailed rules of procedures, and proceeding costs, the Customer should refer to the relevant board, authority or court acting in the given matter.

4. The Bank must inform Customers about the fact whether it has issued a statement generally accepting the jurisdiction of the Financial Arbitration Board.

5. In the absence of an agreement, the acting arbitration board of the Financial Arbitration Board may take a decision containing an obligation even if the service provider has not issued a statement generally accepting the jurisdiction in case the request is justified, and the consumer exceeds two million forints.

6. Should Customers qualifying as consumers turn to the Financial Arbitration Board, or to the National Bank of Hungary based on point 1. of chapter V. of the present regulation, they may use the financial consumer protection petition form (hereinafter 'Petition') The Petition is available on the official home page of the National Bank of Hungary: <https://www.mnb.hu/fogyasztovedelem/penzugyi-panasz#formanyomtatvanyok> and at the personal customer service of the National Bank of Hungary (1122 Budapest, Krisztina krt. 6.)

The Customer may also request the Petition free of charge from the Bank, in any of the following channels, based on which the Bank shall immediately send it to the Customer (electronically, if the Petition was requested electronically and by mail in any other cases):

a) **personally, or by a document submitted by a third person** (in any of the Bank's branches, during opening hours);

- b) **by post** addressed to Raiffeisen Bank, Central Complaint Management (Budapest, 1700);
- c) **by email** addressed to [info@raiffeisen.hu](mailto:info@raiffeisen.hu), which the Bank receives continuously.
- d) **by phone**: Complaints may be announced via our Raiffeisen Direkt Call Center on phone number 06-80488-588 every day between 0-24.
- e) **RaiConnect service** when the service is available.  
*Service is available for clients marked in the Announcement which can be found on our webpage.*
- f) **VideoBank service** when the service is available.  
*Service is available for clients marked in the Announcement which can be found on our webpage.*

7. Based on Regulation (EU) No 524/2013 of the European Parliament and of the Council of 21 May 2013 on online dispute resolution for consumer disputes (hereinafter referred to as the "Regulation"), the European Commission has set up an online dispute resolution platform. Under the Regulation, consumers shall be able to use this platform to communicate with service providers established in the European Union to resolve out-of-court disputes between consumers residing in the European Union and service providers established in the European Union concerning contractual obligations stemming from online service agreements. The scope of the Regulation directly extends to financial service providers established in Hungary, including Raiffeisen Bank, in the event of a consumer dispute arising from an online service agreement concluded between the consumer and Raiffeisen Bank. Under the Regulation, consumers can initiate online out-of-court dispute resolution through an online dispute resolution platform at a dispute resolution forum of their choice. In Hungary, the PBT is the board authorised to settle financial consumer disputes. The Bank is entitled to refuse dispute resolution via the online platform.

The website of the online dispute resolution platform: <http://ec.europa.eu/odr>

The user guide is available: <https://webgate.ec.europa.eu/odr/userguide/>

Bank e-mail address: [info@raiffeisen.hu](mailto:info@raiffeisen.hu)

8. In the case of Customers not qualifying as consumers may apply to a court to settle a dispute concerning the conclusion, validity, legal effects, and termination of the contract, as well as the breach of contract and its legal effects. This can be done based on the arbitration clause included in the individual contract to the Commercial Arbitration Court (1055 Budapest, Markó u. 25.). In the absence of an arbitration clause, the client may turn to the ordinary court specified in the individual contract, or in the absence of such specification, to the competent court according to the rules of the Civil Procedure Code (Act CXXX of 2016). Information regarding the use of various bodies and authorities or courts, detailed procedural rules, and procedural costs will be provided by the acting bodies, authorities, or courts.

## **VII. Complaint registration**

1. The Bank registers all inbound complaints together with the resolution and settlement information. This information is registered and processed in the Bank's adequate system made for this process. Every complaint has its own identifier, so that it can be retrieved based on Customer request. The complaint management system contains the following:

- a) Description of the complaint, the description of the event or fact being the subject of the complaint.



- b) Date of the submission of the complaint.
  - c) Description of the actions serving the resolution of the complaint, in case of rejection the reason thereof.
  - d) The deadline of the action and the name of the person responsible for the execution.
  - e) The date of mailing the answer to the complaint – in the case of electronic response, the date of sending.
2. The Bank shall keep the complaint and the relevant answer for five years and shall provide it for the National Bank of Hungary upon request.