

On the basis of Articles 9 and 25 of the Law on the Banking Agency of the Federation of Bosnia and Herzegovina („Official Gazette of the Federation of B&H“, No. 9/96, 27/98, 20/00, 45/00, 58/02, 13/03, 19/03, 47/06, 59/06, 48/08, 34/12 and 77/12), Article 9, Paragraph 3 of the Law on Protection of Users of Financial Services („Official Gazette of the Federation of B&H“, No. 31/14) and Article 18 of the Statute of the Banking Agency of the Federation of B&H („Official Gazette of the Federation of B&H“, No. 42/04), the Board of Directors of the Banking Agency of the Federation of B&H, at the 61st meeting, held on 25.07.2014, adopted the following:

## **DECISION**

### **on Minimum Requirements in Terms of Content, Comprehensibility and Availability of General and Special Business Conditions of Providers of Financial Services**

#### **Article 1**

- (1) This Decision prescribes the minimum requirements in terms of content and availability of general and special business conditions that banks, microcredit organisations and leasing companies (hereinafter: Providers of Financial Services) apply in respect to natural persons as users of financial services (hereinafter: User), the manner of publishing general business conditions of Providers of Financial Services, as well as the conditions and manner of notifying Users of their rights and exercising those rights, with the exception of the rights to file a complaint to the Provider of Financial Services, which are regulated by a special Decision of the Banking Agency of the Federation of Bosnia and Herzegovina (hereinafter: the Agency).
- (2) A User, pursuant to Paragraph (1) of this Article, is considered to be a natural person who uses or has used the services of Providers of Financial Services, or a natural person who approaches the Provider of Financial Services in the interest of using these services and who has been identified as such by the Provider of Financial Services.
- (3) General business conditions of Providers of Financial Services, pursuant to Paragraph (1) of this Article, are considered to be standard business conditions that are applied to all Users, conditions for the establishment of a relationship between the User and the Provider of Financial Services and the communication process between them, as well as conditions for conduct business between the User and the Provider of these services.

#### **Article 2**

- (1) In the pre-contractual and negotiation phase, the Provider of Financial Services shall ensure that the User become familiar with its general business conditions in its offices and on the website, in one of the official languages used in the Federation.
- (2) The Provider of Financial Services shall provide Users with adequate information and instructions related to the application of the general conditions in terms of a particular financial service, as well as provide its general business conditions at the User's request, with the former being related to the request.

#### **Article 3**

- (1) In general business conditions, the Provider of Financial Services determines the minimum conditions under which cash deposits, savings deposits are received,

payment cards (debit, credit, etc.) are issued and approved for use, loans/microcredits/leasing are approved, accounts are opened, maintained and closed, as well as the minimum conditions for other services the Provider of Financial Services provides the User with.

- (2) Through the general business conditions referred to in Paragraph (1) of this Article, the Provider of Financial Services shall ensure the application of good business customs, good business practice and a fair treatment of the User.
- (3) The minimum content of general business conditions for Providers of Financial Services is prescribed by the Law, and other elements the Financial Services Provider wants to prescribe in its general business conditions cannot be at odds with the Law or detrimental to the User.

#### **Article 4**

- (1) The written contract that the Provider of Financial Services executes with the User (hereinafter: the Contract) must contain the minimum elements stipulated in the Law.
- (2) The provisions of the Contract must be clear, complete, accurate, unambiguous and understandable to the User, and the subject of liability for the User must be determined or determinable in such a way that the User may be notified at any time during the contractual relationship, in which cases the extent of their liability can be modified, how and under what conditions.
- (3) The Provider of Financial Services shall notify the User of the intention to amend the Contract if these amendments are a result of the modification of those general business conditions of the Provider of Financial Services, which have not been deemed variable, and no later than 15 days prior to their application.
- (4) In the notice referred to in Paragraph (3) of this Article, the Provider of Financial Services shall precisely state the reasons for the amendment of the Contract, the manner in which the User consents to such amendments, as well as the period within which they consent, and shall indicate the consequences of failing to consent, i.e. failing to sign the annex to the Contract. In addition to this notice, the Provider of Financial Services shall forward the amendments, i.e. the annex of the Contract within a reasonable time and in a manner that ensures confirmation of their receipt.
- (5) If the User notifies the Provider of Financial Services that they will not give the consent referred to in Paragraph (4) of this Article, the User of Financial Services shall provide a deadline of at least 30 days to terminate the Contract and shall do so without charging any additional fees.
- (6) The assessment and documentation of the creditworthiness of the User is carried out in accordance with the Decision on Conditions for Creditworthiness Assessment and Documentation („Official Gazette of the Federation of B&H“, No. 23/14), the Decision on Minimum Standards for Documentation of Credit Activity of Microcredit Organisations and Creditworthiness Assessment („Official Gazette of the Federation of B&H“, No. 23/14) and the Decision on Minimum Standards for Documentation of Financing through Leasing Contracts and Creditworthiness Assessment („Official Gazette of the Federation of B&H“, No. 46/14).

#### **Article 5**

- (1) The Provider of Financial Services shall advertise its products and services in accordance with the general business conditions, in a clear and understandable way, with this advertising not being allowed to contain inaccurate information, i.e.

information that could give a misleading idea of the conditions under which the User uses such products and services.

When promoting deposits and loans/microcredits/leasing from its offer in advertisements (mass media, etc.), in its premises (brochures, advertising leaflets, etc.) and on its website, the Provider of Financial Services is required to precisely and clearly indicate the type of costs borne by the User, as well as any other information the User needs to know in order to be informed about their rights and the exercising of these rights.

#### **Article 6**

- (1) At the User's request, the Provider of Financial Services shall provide information on conditions related to the receipt of deposits, loan/microcredit/leasing approval, the opening, maintaining and closing of the User's account, as well as the issuing and use of payment cards.
- (2) The information referred to in Article (1) of this Decision, which is related to the receipt of deposits and loan approval should be determined and reported on the report forms pertaining to basic information about the deposit or loan/microcredits/leasing in a way that the User will not be misled at any point, and the User of Financial Services delivers them to the User and informs them that they can be given the text of the loan and deposit contracts free of charge at his request – as a proposal for their execution.
- (3) The Provider of Financial Services shall notify the User who intends to execute a contract on opening, maintaining and closing an account or a contract on issuing and using payment cards that they can be given the text of those contracts at their request – as a proposal for their execution and without any additional fees being charged.
- (4) The Contract must contain a time frame within which the User can accept or submit a written request for their execution.

#### **Article 7**

- (1) The Provider of Financial Services cannot make funds available to the User until 14 days after the execution of the contract, unless explicitly requested.
- (2) The User has the right to withdraw from the executed contract within 14 days from the execution of the contract, without giving any reasons for the withdrawal, while being subject to the restrictions specified in the Law.

#### **Article 8**

- (1) The Provider of Financial Services shall make written, comprehensibly composed information, notices, data and instructions related to their business relationship available to the User at all times.
- (2) The aforementioned information, notices, data and instructions referred to in Paragraph (1) of this Article, as well as their delivery have to be free of charge for the User, i.e. the Provider of Financial Services must not charge the User for providing any of the services cited in this Article.

#### **Article 9**

- (1) If the Provider of Financial Services agreed on the variability of the nominal interest rate, as well as of the criterion for indexing/revaluating these amounts, fees and other

costs – it shall notify the User of them being modified within a period referred to in Article 4, Paragraph (3) of this Decision.

- (2) The Provider of Financial Services shall state the date of the change being applied and the reasons that led to that change in the notice referred to in Paragraph (1) of this Article and it shall do so in a way that is unambiguous and complete, i.e. clear to the User. In addition to the notice, the Provider of Financial Services provides the User with the revised plan of deposit payments or loan/microcredit/leasing repayments.

#### **Article 10**

- (1) The Provider of Financial Services shall harmonise the existing general business conditions with the provisions of the Law and this Decision within 90 days of this Decision entering into force.
- (2) The Provider of Financial Services can prescribe more detailed general business conditions in its internal acts, but these must not be detrimental to the Users.

#### **Article 11**

The Provider of Financial Services applies the provisions of this Decision related to the manner of notifying Users to contracts executed by the date of this Decision's implementation.

#### **Article 12**

This Decision will enter into force on the day following its publication in the „Official Gazette of the Federation of B&H“.

**No.: U.O.-61-7/14  
Sarajevo, 25.07.2014**

**PRESIDENT OF THE  
BOARD OF DIRECTORS**

**Rajka Topčić, B.Sc. Ec.**