

# Complaint to commence proceedings before the Financial Arbitrator

<p><b>To Financial Arbitrator</b> authorized to decide disputes according to Sec. 1 of the Act No. 229/2002 Coll., on Financial Arbitrator, as amended, via  <b>the Office of the Financial Arbitrator, government agency</b>          ID: 72546522          address: Legerova 1581/69, 110 00 Prague 1, Czech Republic          contact details: phone: +420 257 042 094                            e-mail: <a href="mailto:arbitr@finarbitr.cz">arbitr@finarbitr.cz</a>                            website: <a href="http://www.finarbitr.cz">http://www.finarbitr.cz</a>                            data box: qr9ab9x</p>	<p><b>PLEASE DO NOT FILL IN:</b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="height: 100px; vertical-align: top; padding: 5px;">Filing stamp</td> </tr> <tr> <td style="height: 40px; vertical-align: top; padding: 5px;">Number of annexes</td> </tr> <tr> <td style="height: 80px; vertical-align: top; padding: 5px;">Case number</td> </tr> </table>	Filing stamp	Number of annexes	Case number
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(please cross out the blank fields)

## A. Parties to the proceedings

### 1. Complainant (if an individual)

<b>01 Name and surname</b>	
<b>02 Date of birth</b>	
<b>03 Address</b> (address, city, ZIP code, country)	
<b>04 Contact address if different from the address of residence</b> (address, city, ZIP code, country)	
<b>05 Phone number*</b>	
<b>06 E-mail*</b>	
<b>07 Data box**</b>	
<b>08 Complainant's representative if the Complainant has one</b> (name, surname, contact address, phone number, e-mail)	

\* 05 and 06 – non-compulsory data, however you may expedite the proceedings if you fill these fields in

\*\* 07 – applicable to Czech residents only

### 2. Institution against which the complaint is filed – legal person (e.g. a company) or an individual

<b>09 Name of the legal person / name and surname of the individual</b>	
<b>10 Identification number</b>	
<b>11 Address</b> (address, city, ZIP code, country)	

## B. Complete and comprehensible description of the case

**12** Description of the subject of the dispute between the Complainant and the Institution including references to the evidence attached; if there is not enough space in this field, you may attach the description in an annex.

**Please be aware that you shall not simply state that you disapprove of the actions of the Institution. You have to describe the specific misconduct of the Institution; if you claim some amount of money as a remedy, you have to state the exact amount (including the description of the way it has been calculated).**

**Omitting the relevant circumstances may result in termination of the proceedings due to non-cooperation of the Complainant (in case you fail to amend the complaint if required by the Financial Arbitrator).**

## C. Evidence or designation of evidence

**13** The evidence may particularly consist of **documents (contract concluded between the Complainant and the Institution, terms and conditions, schedule of fees, documented communication between the Complainant and the Institution), testimony, or expert evidence**. Please attach all the evidence you have at your disposal; other evidence known to you shall be referred to e.g. by the title, date, person who has it at his/her disposal, etc. It is advisable to attach simple copies of the relevant documents.

**Omitting to attach or designate the relevant evidence may result in termination of the proceedings due to non-cooperation of the Complainant (in case you fail to amend the complaint if required by the Financial Arbitrator).**

## D. Remedy/remedies requested

**14** *The Complainant shall designate the remedy/remedies requested. A remedy available in proceedings before the Financial Arbitrator shall be the fulfilment of the obligation imposed by a statute, legal relation or breach of law (**reimbursement of the money transferred in breach of contract, reimbursement of the fee imposed in breach of contract, declaring the money exchange invalid and reimbursement of the money paid, interest on late payments, damages etc.**). The Complainant may request a decision stating whether a specific legal relationship or a specific right exists or not (e.g. declaring the contract or its specific provision invalid) provided that there is a qualified need of such declaratory decision.*

## E. Annexes:

**15**

- a. *power of attorney if the Complainant is being represented based on a contract; or a statement of the legal representative if a statute designates the Complainant's representative (e.g. a parent); or the court decision if the Complainant is being represented based on such decision*
- b. **evidence proving that the Complainant has unsuccessfully requested remedies from the Institution**
- c. *evidence referred to in the Complaint, provided that he/she has such evidence at his/her disposal – e.g. a contract concluded between the Complainant and the Institution including the terms and conditions*
- d. *any other evidence which can help to decide the dispute.*

**Attaching a proof that the Complainant requested remedies from the Institution is a prerequisite for continuing the proceedings. Omitting to attach it may result in termination of the proceedings due to non-cooperation of the Complainant (in case you fail to amend the complaint if required by the Financial Arbitrator).**

## F. Information

According to Sec. 1 Par. 1 of the Act No. 229/2002 Coll., on Financial Arbitrator, as amended (hereinafter referred to as „the Financial Arbitrator Act“), the Financial Arbitrator is authorized, subject to further conditions and provided that a Czech court is otherwise competent to decide the dispute in question, to decide disputes between the consumer and:

- a) payment service provider arisen in connection with offering and providing payment services;
- b) electronic money issuer arisen in connection with issuing and reverse exchange of the electronic money;
- c) creditor or intermediary arisen in connection with the offering, providing or mediation of the consumer credit or other credit, loan or other financial service;
- d) person managing or administering a collective investment fund, or offering an investment in the collective investment fund or in a comparable foreign investment fund arisen in connection with managing or administering the collective investment fund, or with offering an investment in the collective investment fund or a comparable foreign investment fund;
- e) insurance company or insurance intermediary arisen in connection with the offering, providing or mediation of the life insurance;
- f) money exchange provider arisen in connection with the money exchange;
- g) building savings bank or intermediary arisen in connection with the offering, providing or mediation of the building savings;
- h) investment firm, tied agent, collective investment fund or foreign collective investment fund manager or investment intermediary when providing investment services or investment activities under sec. 11(1)(c) to (f) of the Act on Investment Companies and Investment Funds;
- i) person which maintains an account other than payment account when maintaining the account other than payment account;
- j) beneficiary of a fixed lump-sum deposit when accepting or returning the fixed lump-sum deposit,
- k) pension company or pension intermediary arisen in connection with the offering, providing or mediation of the state-contributory supplementary pension insurance;
- l) pension company or pension intermediary arisen in connection with the offering, providing or mediation of the supplementary pension savings;
- m) person providing or distributing a pan-european personal pension product arisen in connection with the providing or distribution of the pan-european personal pension product;
- n) a person providing the exchange of currency which is offered the payer before the commencement of a payment transaction through a cash machine or at the point of sale of goods or provision of services arisen in connection with providing the exchange of currency;
- o) the provider of a long-term investment product when providing that product.

The Financial Arbitrator is authorized to decide the dispute even if there is a valid arbitration clause.

The proceedings before the Financial Arbitrator shall be conducted pursuant to the Financial Arbitrator Act and, adequately, pursuant to the Act No. 500/2004 Coll., Administrative Procedure Code, as amended (hereinafter referred to as “the Administrative Procedure Code”), unless the Financial Arbitrator Act states differently.

According to Sec. 8 of the Financial Arbitrator Act the proceedings shall be commenced by a complaint filed by a Complainant. The complaint shall include, in accordance with Sec. 10 Par. 1 of Financial Arbitrator Act, the following:

- a) designation of the parties,
- b) evidence proving that the Complainant has unsuccessfully requested remedies from the institution,
- c) complete and comprehensible description of the case,
- d) evidence or designation of evidence,
- e) remedy requested,
- f) statement that the Complainant has not filed a lawsuit with the court of competent jurisdiction, or a statement of claim with the arbitration court or the arbitrator in the matter, and that he/she has not entered into a settlement agreement regarding the subject of the dispute, and that he/she is aware that the award issued by the Financial Arbitrator shall be binding;
- g) power of attorney, provided that an appointed representative acts on behalf of the Complainant in the proceedings;
- h) date and signature of the Complainant.

Pursuant to Sec. 9 of the Financial Arbitrator Act there might be circumstances preventing the dispute from being decided by the Financial Arbitrator:

- a) the Financial Arbitrator is not authorized to decide the dispute,
- b) the dispute has been decided in merits by the court of competent jurisdiction or the court proceedings have been initiated,
- c) the dispute is currently heard or has been decided by the Financial Arbitrator,
- d) the dispute has been decided in merits in the arbitration proceedings or the arbitration proceedings have been initiated.

## G. Notice

Please make sure you read the information under section F. above. If you are still convinced that the Financial Arbitrator is authorized to decide your dispute, please make sure that you have completed the form properly and attached all the annexes.

## H. Statement of the Complainant and consent to process personal data

According to Sec. 10 Par. 1 letter f) of the Financial Arbitrator Act I hereby declare that I have not filed a lawsuit with the court of competent jurisdiction, or a statement of claim with the arbitration court or the arbitrator in the matter, and that I have not entered into a settlement agreement regarding the subject of the dispute, and that I am aware that the award issued by the Financial Arbitrator shall be binding.

I hereby consent to have my personal data included in the complaint or provided in relation to it (if necessary for conducting the proceedings) processed by the Financial Arbitrator.

## I. Date and signature of the Complainant or his/her representative

<b>16</b>	In _____	<b>Date</b>	_____
<b>17</b>	_____		
<b>Handwritten signature or secured electronic signature</b>			

***If you do not have a secured electronic signature or a data box you have to print the complaint, sign it manually and deliver it by post or in person to the Office of the Financial Arbitrator.***

The Financial Arbitrator, as an administrative authority, may only conduct the proceedings based on a filing made in a prescribed way. According to the Administrative Procedure Code, the filing shall be made in writing, orally if protocolled, or electronically if signed by a secured electronic signature. Filing made via a data box shall be considered equal to the above, as stipulated by Sec. 18 of the Act No. 300/2008 Coll., on electronic acts and authorized conversion of documents. A filing made via other technical means, particularly via telex, fax or public data network without using a secured electronic signature shall be, under the Administrative Procedure Code, considered a valid filing, provided that it is amended or confirmed within 5 days. An unconfirmed or unamended filing shall be disregarded. Sending the signed documents out on the last day of the 5 days terms shall be considered a timely delivery.