

**PLAINT AND RUMPUS OF CLIENTS ABOUT NONE CASH BANKROLL CREDITS TRANSACTION AND DEALING WITH
ELECTRONIC PAYMENT RESOURCES REVIEW
RULES**



APPROVED BY:
Council of the Board of the Directors
of Akciju sabiedrība
„Latvijas tirdzniecības banka”
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1. GENERAL RULES

Akciju sabiedrība „Latvijas tirdzniecības banka” “Plaint and rumpus of Clients about none cash bankroll credits transaction and dealing with electronic payment resources review RULES” (furthermore – Rules) are worked out related to Republic of Latvia, Financial and capital market commissions guidelines acts and Bank’s internal guidelines documents which define Client’s plaint (furthermore – Plaint) admission and reviewing order in Akciju sabiedrība „Latvijas tirdzniecības banka” (furthermore – Bank) rumpuses about none cash bankroll credits transaction and dealing with electronic payment resources.

1.1. Terms used in Rules

- **Client** – physical or legal entity, who is provided with financial services and who has no credit or financial foundation;
- **Plaint** – Client’s plaint or pretense, which is addressed to Bank breaking the rule of services provided, which is related to not cash bankroll credits transaction and dealing with electronic payment resources;
- **None cash bankroll credits transaction** – A payment range which has begun in order to transact a definite amount of money to recipient onto another credit foundation after Client’s initiative;
- **Electronic payment resources** – A source (together or separated with another payment source), which allows a Client to acquit payments through electronic way, say the word of transaction of money resource or of approving the money source transaction. Payment cards stand for electronic payment source (credit card, debit card and other calculation cards), as electronic money, approximate electronic bank operation (global web or using PC or phone) program, for example, telephone bank, *Internet bank* and other related sources.

1.2. Client’s rights and obligations

1.2.1. Every client has a right to apply directly at the Bank with a written Plaint, if plaint is about:

- None Cash credit transaction source;
- Dealing with electronic payment source;

1.2.2. Clients who apply at Bank with a Plaint have rights to review it and get answers following these Bank’s Rules in definite order. Clients have rights to withdraw their Plaint anytime while reviewing rumpus.

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- 1.2.3. Reviewing rumpus Clients have rights to grant an authority to a third person, and applying documents at Bank, Clients have to give appropriate authority as well, which confirms this person's rights to protect a Client.
- 1.2.4. Clients have to apply a Complaint at a Bank in Latvian language or any other language with Notary's approved translation into Latvian language, excluding Clients – none resident, who are able to apply a Complaint in Russian language. Rumpus will be reviewed and a Bank's written answer will be given to a Client in the same language the Complaint was applied.
- 1.2.5. Clients have an obligation to give any other additional information and documents about Complaint's indicated facts and stipulations to Bank.

1.3. Bank's obligations and rights

- 1.3.1. Bank has to accept Client's Complaint and to review it following these Rules in definite order and terms. Bank has to accept appropriate decision and give and answer to a Client.
- 1.3.2. If a Client has applied a Complaint following these Rules' requirements, then Bank has no right to decline applying a written answer to a received Complaint.
- 1.3.3. Rumpus is being reviewed at no charge.
- 1.3.4. Client's Complaint of none cash credit transaction source and dealing with electronic payment source is being reviewed by Bank head office executive's command in definite Client's Complaint reviewing commission, which consists of three Bank employees (furthermore – Commission).
- 1.3.5. Reviewing Complaint, Bank has a right to request any other additional information and documents from a Client which are connected to an applied Complaint and its indicated facts and stipulations.

2. APPLYING A COMPLAINT

- 2.1. Clients prepare a Complaint in written form and apply it to Bank – Grēcinieku ielā 22, Riga.
- 2.2. Bank accepts and reviews a Complaint only if it answers these terms:
 - 2.2.1. Client who has no credit or financial foundation has applied a Complaint;
 - 2.2.2. Complaint has to be only about none cash credit transaction source and dealing with electronic payment source;
 - 2.2.3. If a Complaint is not connected with Bank's existing service tax substructure;
 - 2.2.4. If a Complaint does not advert questions of credit limit assertion, annulment or alteration, so as of credit limit stipulations;
 - 2.2.5. If a Complaint is not connected with document fabrication;
 - 2.2.6. If a Client has already applied a Complaint of a mentioned subject to Bank in advance;
 - 2.2.7. If a Client had not elevated a request in a court or arbitration before applying a Complaint;
 - 2.2.8. If a Client had not applied a Complaint of a mentioned subject in a centre of Consumer's rights protection before applying a Complaint;
- 2.3. Points to be shown in a Complaint:

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2.3.1. A Plaintiff:

- physical entity's name, surname, residence area address and personal code (none residents of Republic of Latvia – person's identification documents dates);
- legal entity's appellation, joint registration number, legal address and factual address if it differs from legal address;

2.3.2. Contravention essence;

2.3.3. Facts and circumstances, according to which a Plaintiff substantiates his/her Plaintiff;

2.3.4. A Plaintiff requirements;

2.3.5. Document list attached to a Plaintiff, which coincides with Client's reckoned in document lists in applied Plaintiff;

2.3.6. Time and place of a Plaintiff preparation.

- 2.4. A Plaintiff is being signed and applied by a Client or authorized person personally to Bank's employee or it should be sent to Bank by post inscribed parcel;
- 2.5. A Plaintiff should be applied during 6 (six) calendar months at Bank from the moment of Bank's service submitting mentioned in a Plaintiff;
- 2.6. A Plaintiff should be attached with appropriate documents, which substantiate a Plaintiff.
- 2.7. If Commission ascertains that a Plaintiff does not meet these Rules 2.2., 2.3., 2.4., 2.5. and 2.6. requirements after a Plaintiff is being applied at Bank, Commission accepts a decision of Plaintiff being kept without reviewing it, informing a Client about refusal in written form during 5 (five) full-time work days starting from decision acceptance day.
- 2.8. A Plaintiff, which is applied due to shown term expiration in 2.5. Rule is not accepted and reviewed by Bank.

3. PLAINT REVIEW ORDER

- 3.1. Bank register a Plaintiff received from a Client following Bank's approved paper work. A Plaintiff is given up to Commission's executive after registration.
- 3.2. Commission reviews a Plaintiff if it meets these Rules' requirements.
- 3.3. Commission has to inform the Council Board of Bank immediately if a Plaintiff of none cash credit transaction source received from a Client exceeds 200.000 LVL (two hundred thousand lats).
- 3.4. Commission reviews Client's Plaintiff during 15 (fifteen) days beginning from a day when a Plaintiff was received and informs a Client about a decision in written form if no additional information or documents are required from Plaintiff's mentioned persons or from Plaintiff's applier.
- 3.5. Commission informs a Client in written form about a decision to accept a term extension, but no longer than 30 (thirty) days beginning from a day when a Plaintiff was received if Commission can not conduct a decision on schedule according to 3.4 rule because of the conditions occurred while reviewing Client's Plaintiff.
- 3.6. While reviewing a Client's Plaintiff Commission has the rights to require any additional information and documents of Plaintiff's indicated facts and stipulations from a Client. If it

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is necessary, during rumpus reviewing period a Client has to provide Commission with any explanations or documents, so as to give his/her pros and cons and considerations about existent rumpus' subject.

- 3.7. During verification course Commission has the rights to require a written explanation and necessary documents about the subject of a received Complaint and other rumpus related persons from Bank's employees whose duty includes providing this service.
- 3.8. Commission conducts a decision after reviewing a rumpus and Bank informs a Client about a conducted decision sending an answer to an address shown in the received Complaint.
- 3.9. During Complaint review if Commission asserts that a Complaint is fully or partly substantiated, then Bank accomplishes special measures in order to make away substantiated contraventions and fully or partly satisfy Client's indicated requirement shown in the Complaint.

4. CONCLUSIVE TERMS

- 4.1. If Clients are not satisfied with the decision conducted by a Commission, Client has the rights to apply a written Complaint at Latvian Commerce Bank association – Pērses ielā 9/11, Riga, LV-1011, following Order, in which Latvian Commerce Bank reviews Complaints of Client's credit foundation (LCB home website: <http://www.bankasoc.lv/skirejtiesa/ombuds/reglaments/index2.php>)
- 4.2. A Client has the rights to direct a rumpus in a court, following definite legislation order, or in the arbitration, making allowance of mutually concluded agreements' terms between a Client and a Bank.