

THE CROATIAN PARLIAMENT

1659

Pursuant to Article 89 of the Constitution of the Republic of Croatia, I hereby issue the

DECISION

PROMULGATING THE ACT ON THE COMPARABILITY OF FEES RELATED TO PAYMENT ACCOUNTS, PAYMENT ACCOUNT SWITCHING AND ACCESS TO BASIC ACCOUNTS

I hereby promulgate the Act on the Comparability of Fees Related to Payment Accounts, Payment Account Switching and Access to Basic Accounts passed by the Croatian Parliament at its session on 7 July 2017.

Class: 011-01/17-01/54

No.: 71-06-01/1-17-2

Zagreb, 13 July 2017

The President of the Republic of Croatia

Kolinda Grabar-Kitarović, m.p.

ACT ON THE COMPARABILITY OF FEES RELATED TO PAYMENT ACCOUNTS, PAYMENT ACCOUNT SWITCHING AND ACCESS TO BASIC ACCOUNTS

CHAPTER I GENERAL PROVISIONS

SECTION 1

SUBJECT MATTER

Article 1

This Act governs:

1. the transparency and comparability of fees related to payment accounts;

2. payment account switching within the Republic of Croatia;
3. facilitation of cross-border payment account-opening; and
4. the opening and using of basic accounts.

Compliance with the legal acts of the European Union

Article 2

This Act transposes into the legal system of the Republic of Croatia Directive 2014/92/EU of the European Parliament and of the Council of 23 July 2014 on the comparability of fees related to payment accounts, payment account switching and access to payment accounts with basic features (Text with EEA relevance) (OJ L 257, 28.8.2014, hereinafter referred to as 'Directive 2014/92/EU').

SECTION 2

DEFINITIONS

Article 3

For the purposes of this Act, the following terms shall have the following meaning:

1. 'Member state' means a Member State of the European Union and a contracting party to the Agreement on the European Economic Area;
2. 'credit institution' means a credit institution as defined in Article 4, paragraph (1), item (1) of Regulation (EU) No 575/2013 of the European Parliament and of the Council of 26 June 2013 on prudential requirements for credit institutions and investment firms and amending Regulation (EU) No 648/2012 (Text with EEA relevance) (OJ L 176, 27.6.2013);
3. 'credit transfer' means a national or cross-border payment service for crediting a payee's payment account with a payment transaction or a series of payment transactions from a payer's payment account by the payment service provider which holds the payer's payment account, based on an instruction given by the payer;
4. 'direct debit' means a national or cross-border payment service for debiting a payer's payment account, where a payment transaction is initiated by the payee on the basis of the payer's consent;
5. 'national payment transaction' or 'national payment service' means a payment transaction or a payment service the execution or the provision of which involves a payer's payment service provider and a payee's payment service provider, or only one payment service provider, which operate in the Republic of Croatia in accordance with the law governing the payment system;

6. 'competent authority' means an authority designated as competent by a Member State; in the Republic of Croatia the competent authorities shall be the Croatian National Bank and the Ministry of Finance – the Financial Inspectorate;
7. 'fees' means all charges and penalties, if any, payable by the consumer to the payment service provider for or in relation to services linked to a payment account;
8. 'payment order' means any instruction by a payer or payee to his payment service provider requesting the execution of a payment transaction;
9. 'funds' means banknotes and coins, electronic money in terms of the law governing the operation of electronic money institutions, as well as monetary claims against the payment service provider (scriptural money);
10. 'framework contract' means a payment service contract which governs the future execution of payment transactions and which contains the conditions for opening and operating a payment account;
11. 'basic account' means a payment account having the features referred to in Article 23 of this Act;
12. 'credit interest rate' means any rate at which interest is paid by a payment service provider to the consumer in respect of funds held in a payment account;
13. 'payer' means a natural or legal person who holds a payment account and allows a payment order from that account, or, where there is no payment account, a natural or legal person that gives a payment order;
14. 'payment instrument' means any personalised device and/or set of procedures agreed between a consumer and a payment service provider and used by the consumer in order to initiate a payment order;
15. 'payment transaction' means the placing, withdrawing or transferring of funds initiated by the payer or by the payee, regardless of any underlying obligations between the payer and the payee;
16. 'payment service' means a payment service as defined in the law governing the payment system;
17. 'consumer' means any natural person who is acting for purposes other than his trade, business or profession;
18. 'switching' or 'switching service' means a service referred to in Article 11, paragraph (2) of this Act;
19. 'cross-border payment transaction' or 'cross-border payment service' means a payment transaction or a payment service the execution or the provision of which involves two payment service providers of which one payment service provider (of either the payer or the payee) operates in the Republic of Croatia in accordance with the law governing the payment system, whereas the other payment service provider (of either the payer or the payee) operates pursuant to the regulations of another Member State;

20. 'tacit overdraft' means the amount of funds that a payment service provider makes tacitly available to a consumer, and which exceeds the positive balance in the consumer's payment account or the agreed overdraft;
21. 'payee' means a natural or legal person who is the intended recipient of funds which have been the subject of a payment transaction;
22. 'payment service provider' means a person authorised to provide payment services under the law governing the payment system;
23. 'transferring payment service provider' or 'TPS provider' means the payment service provider which transfers the information required to perform the switching;
24. 'receiving payment service provider' or 'RPS provider' means the payment service provider which receives the information required to perform the switching;
25. 'business day' means a day on which the relevant payment service provider is open for business as required for the execution of a payment transaction;
26. 'payment account' means an account held by the payment service provider in the name of one or more consumers, through which consumers are able at least to place funds, withdraw cash and execute and receive payment transactions, including credit transfers, to and from another party;
27. 'agreed overdraft' means the amount of funds that exceeds the positive balance in the consumer's payment account, and which a payment service provider makes available to a consumer on the basis of a contract;
28. 'services linked to the payment account' means all services related to the opening, operating and closing of a payment account, including payment services and payment transactions on the basis of cheques and drafts in accordance with the Geneva Convention of 19 March 1931 providing a uniform law for cheques and the Geneva Convention of 7 June 1930 providing a uniform law for bills of exchange and promissory notes; and similar cheques and drafts of the countries which are not party to these conventions, vouchers, traveller's cheques or postal money orders as defined by the Universal Postal Union and agreed and tacit overdrafts;
29. 'standing order' means an instruction given by the payer to the payment service provider which holds the payer's payment account to execute credit transfers at regular intervals or on predetermined dates;
30. 'durable medium' means any instrument which enables the consumer to store information addressed personally to that consumer in a way accessible for future reference for a period of time adequate to the purposes of the information and which allows the unchanged reproduction of the information stored;
31. 'third country' means any country that is not a Member State;
32. 'legally resident in the European Union' means where a natural person has the right to reside in a Member State by virtue of European Union or national law, including consumers

with no fixed address and persons seeking asylum under the Geneva Convention of 28 July 1951 Relating to the Status of Refugees, the Protocol thereto of 31 January 1967 and other relevant international treaties.

(2) All terms used in this Act that have a gender-specific connotation shall refer to both the male and female genders.

CHAPTER II

TRANSPARENCY AND COMPARABILITY OF FEES RELATED TO PAYMENT ACCOUNTS

SECTION 1

APPLICATION OF THE PROVISIONS OF THIS CHAPTER

Article 4

The provisions of this Chapter shall apply to all payment service providers that provide consumers the service of opening and operating payment accounts.

Fee information document and glossary

Article 5

(1) Before a consumer commits himself to an offer or a framework contract for a payment account, and sufficiently in advance so that the consumer has enough time to take a decision on entering into a contract, the payment service provider shall provide the consumer with a fee information document on paper or another durable medium for the most representative services linked to a payment account and set out in the list referred to in paragraph (9) of this Article.

(2) Together with the information document referred to in paragraph (1) of this Article, the payment service provider shall provide the consumer with any *ex ante* information for entering into a framework contract in accordance with the provisions of the law governing the payment system as well as any other *ex ante* information for entering into a credit contract in accordance with the provisions of the law governing consumer lending.

(3) The fee information document shall:

1. contain the names of all services set out in the list of the most representative services referred to in paragraph (9) of this Article and fees for such services that the payment service

provider provides and, where it does not provide any of such services, an indication that it does not provide such service;

2. be a short and stand-alone document, written in clear and easy-to-read language, using characters of a readable size;

3. be accurate and not misleading;

4. contain the title 'fee information document' at the top of the first page next to a common symbol to distinguish the document from other documents;

5. be no less comprehensible in the event that, having been originally produced in colour, it is printed or photocopied in black and white;

6. include a statement that it contains the fees for the most representative services included in the list of the most representative services referred to in paragraph (9) of this Article and that complete pre-contractual and contractual information on all the services, including the fees for services not included in that list, is provided in other documents;

7. be written in the Croatian language and Latin script and in another language agreed by the consumer and the payment service provider;

8. contain the fees expressed in the official currency of the Republic of Croatia or in another currency, but only if agreed by the payment service provider and the consumer in accordance with the regulations governing foreign exchange operations; and

9. have the format and structure set out in the implementing technical standard adopted by the European Commission as a delegated act pursuant to Article 4, paragraph (6) of Directive 2014/92/EU and Article 15 of Regulation (EU) No 1093/2010 of the European Parliament and of the Council of 24 November 2010 establishing a European Supervisory Authority (European Banking Authority), amending Decision No 716/2009/EC and repealing Commission Decision 2009/78/EC (OJ L 331, 15.12.2010, hereinafter referred to as 'Regulation (EU) No 1093/2010').

(4) Where one or more services are offered as part of a package of services linked to a payment account, the fee information document shall disclose the fee for the entire package, the services included in the package and their quantity, and the additional fee for any service that exceeds the quantity covered by the package fee.

(5) The payment service provider shall make available to consumers a glossary of at least the terms and definitions for the services set out in the list of the most representative services referred to in paragraph (9) of this Article.

(6) The glossary provided by the payment service provider shall be:

1. written in clear and easy-to-read language, using characters of a readable size, and it may not be misleading; and

2. written in the Croatian language and Latin script and in another language agreed by the consumer and the payment service provider.

(7) The fee information document and the glossary shall be made available to consumers at any time in an easily accessible manner, including to consumers who are not users of the payment services provided by the payment service provider as follows:

1. in electronic form on websites of the payment service provider where available; and
2. in the premises of the payment service provider accessible to consumers.

(8) At the request of the consumer, the payment service provider shall provide the consumer free of charge with the fee information document and the glossary on paper or another durable medium usually used by the payment service provider for that purpose.

(9) The Croatian National Bank shall set out in subordinate legislation a list of at least 10 and no more than 20 of the most representative services linked to a payment account with the terms and definitions for the services that are most commonly used by consumers and that generate the highest cost for consumers, both overall as well as per unit, and subject to a fee, offered by at least one payment service provider in the Republic of Croatia.

(10) The Croatian National Bank shall set out the list of the most representative services referred to in paragraph (9) of this Article by using, to the extent possible, the terminology of the regulatory technical standard with the terms and definitions for services, which is adopted by the European Commission as a delegated act pursuant to Article 3, paragraph (4) of Directive 2014/92/EU and Articles 10 to 14 of Regulation (EU) No 1093/2010.

(11) Every four years, following publication of the list of the most representative services referred to in paragraph (9) of this Article, the Croatian National Bank shall assess and, where appropriate, update that list. The Croatian National Bank shall notify to the European Commission and to the European Banking Authority the outcome of its assessment and, where applicable, of the updated list.

Statement of fees

Article 6

(1) Without prejudice to the provisions of the law governing the payment system related to the obligation to inform about executed payment transactions and the provisions of the law governing consumer lending related to the obligations arising from agreements in the form of an overdraft facility, payment service providers shall provide consumers with or make

available to consumers, at least annually and free of charge, a statement of all incurred fees and the interest rates referred to in paragraph (5) of this Article.

(2) When agreeing on the method of providing the statement of fees referred to in paragraph (1) of this Article, consumers shall have the right to choose the method in which they shall receive such statement.

(3) When agreeing on the method of providing the statement of fees referred to in paragraph (1) of this Article, payment service providers shall be obliged to offer consumers the statement of fees on paper.

(4) Regardless of the agreed method of providing the statement, payment service providers shall be obliged to provide the statement of fees on paper at the request of the consumer.

(5) The statement of fees shall:

1. specify:

a) the unit fee charged for each service and the number of times the service was used during the relevant period, and where the services are combined in a package, the fee charged for the package as a whole, the number of times the package fee was charged during the relevant period and the additional fee charged for any service exceeding the quantity covered by the package fee;

b) the total amount of fees incurred during the relevant period for each service, each package of services provided and services exceeding the quantity covered by the package fee;

c) the agreed overdraft interest rate applied to the payment account and the total amount of interest charged relating to the agreed overdraft during the relevant period, where applicable;

d) the credit interest rate applied to the payment account and the total amount of interest earned by the consumer during the relevant period; and

e) the total amount of fees charged for all services provided during the relevant period;

2. use, to the extent possible, the terms set out in the list of the most representative services referred to in Article 5, paragraph (9) of this Act;

3. be written in clear and easy-to-read language, using characters of a readable size;

4. be accurate and not misleading;

5. contain the title 'statement of fees' at the top of the first page next to a common symbol to distinguish the document from other documents;

6. be written in the Croatian language and Latin script and in another language agreed by the consumer and the payment service provider;

7. contain the fees expressed in the official currency of the Republic of Croatia or in another currency, but only if agreed by the payment service provider and the consumer in accordance with the regulations governing foreign exchange operations; and

8. have the format and structure set out in the implementing technical standard adopted by the European Commission as a delegated act pursuant to Article 5, paragraph (4) of Directive 2014/92/EU and Article 15 of Regulation (EU) No 1093/2010.

SECTION 2

INFORMATION FOR CONSUMERS

Article 7

(1) In their pre-contractual and marketing information to consumers, and in contracts entered into with consumers, payment service providers shall use the terms set out in the list of the most representative services referred to in Article 5, paragraph (9) of this Act.

(2) In the information referred to in paragraph (1) of this Article, payment service providers may use brand names to designate their services, provided such brand names are used in addition to the terms set out in the list of the most representative services referred to in Article 5, paragraph (9) of this Act.

(3) Payment service providers may use brand names in the fee information document referred to in Article 5 of this Act and the statement of fees referred to in Article 6 of this Act, provided such brand names are used in addition to the terms set out in the list of the most representative services referred to in Article 5, paragraph (9) of this Act as a secondary designation of the services in the list.

Comparing fees

Article 8

(1) The Croatian National Bank shall publish on its website a comparison of fees charged by payment service providers to consumers for the services set out in the list of the most representative services referred to in Article 5, paragraph (9) of this Article.

(2) The comparison of fees referred to in paragraph (1) of this Article shall contain:

1. clear and objective criteria on which the comparison will be based;

2. up-to-date information written in clear and easy-to-read language, using the terms set out in the list of the most representative services referred to in Article 5, paragraph (9) of this Act, and designation of the time of the last update;
3. a complete overview of the market or of a significant part of the market with a clear statement, before displaying results, that the published comparison of fees is not a complete overview of the market;
4. Instructions to report incorrect information in the published comparison of fees.

(3) Payment service providers shall provide a link on their websites to the website referred to in paragraph (1) of this Article.

(4) The Croatian National Bank shall set out in subordinate legislation the data that payment service providers shall deliver to it for the purpose of publishing the comparison of fees referred to in paragraph (1) of this Article, and the method of and time limits for their delivery.

Payment accounts packaged with another product or service

Article 9

(1) When a payment account is offered as part of a package together with another product or service which is not linked to a payment account, the payment service provider shall inform the consumer whether it is possible to purchase the payment account separately.

(2) If it is possible to purchase the payment account separately, the payment service provider shall provide the consumer with information regarding the costs and fees associated with each of the other products and services offered in the package referred to in paragraph (1) of this Article that can be purchased separately.

CHAPTER III SWITCHING

SECTION 1

APPLICATION OF THE PROVISIONS OF THIS CHAPTER

Article 10

The provisions of this Chapter shall apply to all payment service providers that provide consumers the service of opening and operating payment accounts.

The switching service

Article 11

(1) Payment service providers shall provide the switching service at the request of the consumer if:

1. both payment service providers are located in the territory of the Republic of Croatia; and
2. the RPS provider already operates a payment account or may open such an account for the consumer in the same currency as the account operated by the TPS provider.

(2) The switching service means transferring from the TPS provider to the RPS provider:

1. either the information about all or some standing orders for credit transfers, recurring direct debits and recurring incoming credit transfers executed on a payment account,
2. or some or all of the positive payment account balance from one payment account to the other, with or without closing the payment account with the TPS provider.

(3) The extent of the switching service shall be determined by the consumer in the authorisation he provides to the RPS provider in accordance with Article 13 of this Act.

Information on the switching service

Article 12

(1) Payment service providers shall make available to consumers the information on:

1. the obligations of the TPS provider and the RPS provider for each step of the switching process, as indicated in Articles 13 to 16 of this Act;
2. the time-frame for completion of each respective step of the switching process;
3. the fees, if any, charged for the switching process;
4. any information that the consumer will be asked to provide;
5. the right to complain to the payment service provider, the right to complain to the Croatian National Bank and the right to initiate conciliation or alternative consumer dispute resolution procedures in accordance with Article 30 of this Act; and
6. all consents that may be contained in the consumer's authorisation to switch, with a designation that the consumer himself decides on the extent of the consents given in the authorisation.

(2) The information referred to in paragraph (1) of this Article shall be made available to the consumer free of charge:

1. on paper or another durable medium, clearly displayed at all premises of the payment service provider accessible to consumers; and
2. in electronic form on the website of the payment service provider.

(3) At the request of the consumer, the payment service provider shall provide the consumer free of charge with the information referred to in paragraph (1) of this Article on paper or another durable medium usually used by the payment service provider for that purpose.

Consumer's authorisation to switch

Article 13

(1) The RPS provider shall initiate the switching service after receiving from the consumer the authorisation to switch. If two or more consumers are holders of the payment account, authorisation shall be given by each of them.

(2) The authorisation to switch shall contain:

1. specific consent to the TPS provider to execute each operation that the RPS provider, on the basis of the consumer's choice, requires from the TPS provider in accordance with Article 14 of this Act;
2. specific consent to the RPS provider to execute each operation referred to in Article 16, paragraph (1), items (1), (2), (4) and (5) of this Act chosen by the consumer; and
3. the date from which standing orders for credit transfers and direct debits are to be executed from the payment account that the consumer wishes to open or which he already holds with the RPS provider.

(3) In the authorisation referred to in paragraph (2) of this Article, the consumer may identify incoming credit transfers, standing orders for credit transfers and direct debit mandates that are to be switched.

(4) The date referred to in paragraph (2), item (3) of this Article shall be at least six business days after the date on which the RPS provider receives the required information from the TPS provider.

(5) The RPS provider shall inform the consumer about the earliest date referred to in paragraph (4) of this Article which the consumer may specify in the authorisation.

(6) The authorisation shall be written in the Croatian language and Latin script, which does not exclude the possibility that the RPS provider, the TPS provider and the consumer agree on the parallel use of another language.

(7) The authorisation shall be in writing and the RPS provider shall provide the consumer with or make available to the consumer a copy of the signed authorisation.

RPS provider's request to the TPS provider

Article 14

Within two business days from receipt of the authorisation referred to in Article 13 of this Act, the RPS provider shall request the TPS provider to carry out the following tasks, if provided for in the authorisation to switch:

1. transmit to the RPS provider and, if specifically requested by the consumer, to the consumer, a list of the existing standing orders for credit transfers with all information from such orders and available information on direct debit mandates that are being switched;
2. transmit to the RPS provider and, if specifically requested by the consumer, to the consumer, the available information about recurring incoming credit transfers and direct debits executed on the consumer's payment account in the previous 13 months for which consent is given to the payee or the payee's payment service provider;
3. where the TPS provider does not provide a system for automated redirection of direct debits to the payment account held by the consumer with the RPS provider, stop accepting direct debits specified in the authorisation with effect from the date specified in the authorisation;
4. stop accepting incoming credit transfers specified in the authorisation with effect from the date specified in the authorisation if the following conditions are met:
 - a) the TPS provider does not provide a system for automated redirection of the incoming credit transfers to the payment account held by the consumer with the RPS provider; and
 - b) the consumer has closed the payment account in accordance with item (7) of this Article;
5. cancel standing orders specified in the authorisation with effect from the date specified in the authorisation;
6. transfer the positive balance specified in the authorisation to the payment account held by the consumer with the RPS provider on the date specified in the authorisation;
7. close the payment account held with the TPS provider on the date specified in the authorisation.

Obligations of the TPS provider

Article 15

(1) Upon receipt of the request referred to in Article 14 of this Act, the TPS provider shall carry out the following tasks, if provided for in the authorisation referred to in Article 13 of this Act:

1. send the RPS provider the information referred to in Article 14, items (1) and (2) of this Act within five business days;
2. where the TPS provider does not provide a system for automated redirection of direct debits to the payment account held by the consumer with the RPS provider, stop accepting direct debits specified in the authorisation to the payment account which the consumer holds with it with effect from the date specified in the authorisation;
3. stop accepting incoming credit transfers with effect from the date specified in the authorisation if the following conditions are met:
 - a) the TPS provider does not provide a system for automated redirection of the incoming credit transfers to the payment account held by the consumer with the RPS provider; and
 - b) the consumer has closed the account in accordance with item (6) of this paragraph;
4. cancel standing orders with effect from the date specified in the authorisation;
5. transfer the positive balance specified in the authorisation from the payment account which the consumer holds with it to the payment account held by the consumer with the RPS provider on the date specified in the authorisation;
6. without prejudice to the provisions of the framework contract between the TPS provider and the consumer and the provisions of the law governing the payment system on the period of notice, close the payment account on the date specified in the authorisation if the following conditions are met:
 - a) the consumer has no outstanding obligations to the TPS provider on that payment account; and
 - b) the actions referred to in points (1), (2), (4) and (5) of this paragraph have been completed.

(2) The TPS provider shall immediately inform the consumer where such outstanding obligations prevent the consumer's payment account from being closed under paragraph (1), item (6) of this Article.

(3) Without prejudice to the provisions of the law governing the payment system on the blocking of payment instruments, the TPS provider shall not block payment instruments before the date specified in the authorisation.

Other obligations of the RPS provider
Article 16

(1) Within five business days of receipt of the information referred to in Article 14, items (1) and (2) of this Act, and in accordance with the authorisation referred to in Article 13 of this Act and the information provided by the TPS provider and/or the consumer, the RPS provider shall carry out the following tasks:

1. set up the standing orders for credit transfers requested by the consumer and execute them with effect from the date specified in the authorisation;
2. make any necessary preparations to accept direct debits and accept them with effect from the date specified in the authorisation;
3. where relevant, inform the consumer of his rights pursuant to Article 5, paragraph (3), item (d) of Regulation (EU) No 260/2012 of the European Parliament and of the Council of 14 March 2012 establishing technical and business requirements for credit transfers and direct debits in euro and amending Regulation (EC) No 924/2009 (OJ L 94, 30.3.2012);
4. inform payers specified in the authorisation and making recurring incoming credit transfers into a consumer's payment account of the details of the consumer's payment account with the RPS provider and transmit to the payers a copy of the consumer's authorisation. If the RPS provider does not have all the information it needs to inform the payers, it shall ask the consumer or the TPS provider to provide the missing information;
5. inform payees specified in the authorisation and using a direct debit to collect funds from the consumer's payment account of the details of the consumer's payment account with the RPS provider and the date from which direct debits are to be collected from that payment account and transmit to the payees a copy of the consumer's authorisation. If the RPS provider does not have all the information it needs to inform the payers, it shall ask the consumer or the TPS provider to provide the missing information.

(2) The consumer may personally provide the information referred to in paragraph (1), items (4) and (5) of this Article to the payers and/or payees rather than provide specific consent to the RPS provider to do so. In that case, the RPS provider shall provide the consumer within the time limit referred to in paragraph (1) of this Article with the written notification providing details of the payment account and the starting date specified in the authorisation to switch by the consumer as the date from which the RPS provider shall begin to execute recurring incoming credit transfers and direct debits.

SECTION 2

FACILITATION OF CROSS-BORDER PAYMENT ACCOUNT-OPENING

Article 17

(1) Where a consumer wishes to open or already holds a payment account with a payment service provider located in another Member State, the payment service provider with which the consumer holds a payment account shall, at the request of the consumer, provide the consumer:

1. free of charge with:

a) a list with all information about all the currently active standing orders for credit transfers and direct debit mandates for which the payer gave consent to his payment service provider;

b) available information about recurring incoming credit transfers and direct debits executed on the consumer's payment account in the previous 13 months for which the payer gave consent to the payee or the payee's payment service provider;

2. transfer any positive balance specified by the consumer from the payment account held by the consumer to the payment account held by the consumer with payment service providers in another Member State, provided that the request includes full details allowing the new payment service provider and the consumer's payment account with that payment service provider to be identified; and/or

3. close the payment account.

(2) Without prejudice to the provisions of the framework contract between the payment service provider and the consumer and the provisions of the law governing the payment system on the period of notice for the framework contract, the payment service provider shall complete the requested actions referred to in paragraph (1) of this Article within the time limit specified by the consumer.

(3) The time limit referred to in paragraph (2) of this Article shall be at least six business days after receipt of the consumer's request unless otherwise agreed between the payment service provider and the consumer.

(4) By way of derogation from paragraph (1) of this Article, the payment service provider shall not complete the requested actions if the consumer has outstanding obligations on the payment account to that payment service provider.

(5) Where outstanding obligations on the payment account prevent the completion of the requested actions, the payment service provider shall inform the consumer thereof immediately after submission of the request referred to in paragraph (1) of this Article.

SECTION 3

FEES CONNECTED WITH THE SWITCHING SERVICE

Article 18

(1) The TPS provider and the RPS provider shall ensure that consumers are able to access free of charge all available personal information regarding existing standing orders and direct debits held by these payment service providers.

(2) The TPS provider may not charge the consumer or the RPS provider a fee for providing information requested by the RPS provider on the basis of Article 14 of this Act.

(3) The fees for closing the payment account shall be subject to the provisions of the law governing the payment system on the fees connected with the termination of the framework contract.

(4) Fees, if any, applied by the TPS provider or the RPS provider to the consumer for any service referred to in Articles 14 to 16 of this Act, other than those referred to in paragraphs (1), (2) and (3) of this Article, shall be reasonable and in line with the actual costs of that payment service provider.

Liability of payment service providers

Article 19

(1) A payment service provider involved in the switching process shall without delay compensate the consumer for any material damage, including charges and interest, incurred by the consumer and resulting directly from the non-compliance or partial non-compliance of the payment service provider with its obligations under this Chapter.

(2) The liability referred to in paragraph (1) of this Article shall be excluded in cases of abnormal and unforeseeable circumstances beyond the control of the payment service provider pleading for the application of those circumstances, the consequences of which the payment service provider could not have avoided despite having acted with the necessary caution, or in cases where the payment service provider is obliged to apply other regulations.

(3) The liability referred to in paragraphs (1) and (2) shall be established in accordance with general rules governing liability for damage.

CHAPTER IV RIGHT TO A PAYMENT ACCOUNT

SECTION 1

APPLICATION OF THE PROVISIONS OF THIS CHAPTER

Article 20

The provisions of this Chapter shall apply only to credit institutions established in the Republic of Croatia, branches of credit institutions established in other Member States with head offices in the Republic of Croatia and branches of third-country credit institutions with head offices in the Republic of Croatia which offer a basic account.

Prohibition of discrimination

Article 21

(1) Credit institutions shall not discriminate against consumers legally resident in the European Union by reason of their nationality or place of residence or by reason of any other ground as referred to in Article 21 of the Charter of Fundamental Rights of the European Union, when those consumers apply to open and/or use a payment account.

(2) Credit institutions shall not impose any conditions applicable to opening and using a basic account that discriminate, on any ground, against consumers.

Basic account

Article 22

(1) Consumers legally resident in the European Union and consumers who are not granted a residence permit but whose expulsion is impossible for legal or factual reasons shall have the right to open and use a basic account.

(2) The 'basic account' means a payment account having all the features referred to in Article 23 of this Act.

(3) Credit institutions whose total assets according to the audited annual financial statements for the preceding year exceed HRK 15 billion shall offer a basic account to consumers and other credit institutions may offer such accounts.

(4) Credit institutions offering basic accounts shall open a basic account or refuse a consumer's application for a basic account at the latest 10 business days after receiving an application.

(5) Credit institutions offering basic accounts may refuse a consumer's application for such an account where a consumer already holds a payment account in the territory of the Republic of Croatia which allows him to make use of the services referred to in Article 23, paragraph (1) of this Act.

(6) As evidence of non-existence of the grounds for refusal referred to in paragraph (5) of this Article, credit institutions may accept a written declaration by the consumer stating that he does not have such a payment account opened in the Republic of Croatia or that such a payment account will be closed.

(7) Credit institutions offering basic accounts shall refuse a consumer's application for a basic account where the opening of such an account would result in an infringement of the regulations governing the prevention of money laundering and terrorist financing.

(8) In the event of the refusal referred to in paragraph (7) of this Article, a credit institution shall notify the competent authority and carry out other procedures in accordance with the regulations governing the prevention of money laundering and terrorist financing.

(9) In the event of refusal of a consumer's application for a basic account on any of the grounds referred to in paragraph (5) or (7) of this Article, the credit institution shall without delay notify the consumer in writing of that decision and grounds for refusal unless such disclosure would be contrary to objectives of national security, public interest or the regulations governing the prevention of money laundering and terrorist financing. The credit institution may not charge the consumer a fee for such notification.

(10) The notification referred to in paragraph (9) of this Article must contain instructions on the right to complain to the credit institution, the right to complain to the Croatian National Bank and the right to initiate conciliation or alternative consumer dispute resolution procedures in accordance with Article 30 of this Act.

(11) Credit institutions may not make the opening of a basic account conditional on the purchase of additional services.

(12) Credit institutions may not allow disposal of funds by means of payment instruments linked to a consumer's basic account in the amount that exceeds the current balance in that account.

Features of a basic account

Article 23

(1) A basic account includes the following:

1. services of the opening, operating and closing of a payment account;
2. services enabling funds to be placed in a payment account;
3. services enabling cash withdrawals in Member States from a payment account at the counter or at automated teller machines;
4. services of execution of the following payment transactions:
 - a) direct debits;
 - b) payment transactions through a payment card, including online payments; and
 - c) credit transfers, including standing orders, at terminals and counters and via the online facilities.

(2) A credit institution may not offer consumers, on a basic account, the services referred to in paragraph (1) of this Article in the scope that is narrower than the one it usually offers for a payment account other than a basic account.

(3) A basic account must be denominated in the official currency of the Republic of Croatia.

(4) A basic account shall allow consumers to execute an unlimited number of payment transactions and other operations in relation to the services referred to in paragraph (1) of this Article.

(5) A basic account shall allow consumers to initiate and manage payment transactions in the credit institution's premises and via online facilities, where available.

(6) It is not allowed to provide an agreed overdraft in relation to a basic account.

SECTION 2

FEES ASSOCIATED WITH A BASIC ACCOUNT

Article 24

(1) Credit institutions may charge consumers a fee for the services referred to in Article 23, paragraph (1) of this Article only if they otherwise charge such fees under their usual pricing policy.

(2) Where credit institutions under their usual pricing policy otherwise charge consumers fees for particular services referred to in Article 23, paragraph (1) of this Act, such fees shall be reasonable, with the exception of the fees for payment transactions made by means of credit cards for which credit institutions shall charge fees under their usual pricing policy.

(3) Credit institutions shall determine a reasonable fee for a particular service referred to in Article 23, paragraph (1) of this Act taking into account the following:

1. the average monthly paid off net earnings in the Republic of Croatia in accordance with the first release of the Croatian Bureau of Statistics on average monthly paid off net earnings of persons in paid employment based on the average for the January-December period of the preceding calendar year (annual indicator); and
2. average fees charged to consumers by credit institutions for that service provided on payment accounts.

(4) By way of derogation from paragraph (2) of this Article, a fee for the basic account charged to a consumer belonging to the vulnerable group referred to in paragraph (10) of this Article may not exceed 0.13% of the average monthly paid off net earnings in the Republic of Croatia in accordance with the first release of the Croatian Bureau of Statistics on average monthly paid off net earnings of persons in paid employment based on the average for the January-December period of the preceding calendar year (annual indicator).

(5) The fee referred to in paragraph (4) of this Article shall cover all the services referred to in Article 23, paragraph (1) of this Act that are not payment transactions and 10 national payment transactions a month in the official currency of the Republic of Croatia that credit institutions otherwise charge to consumers under their usual pricing policy.

(6) The number of national payment transactions referred to in paragraph (5) of this Article provided free of charge excludes credit transfers that are not initiated in the credit institution's premises or via online facilities.

(7) Where, due to changes in the average monthly paid off net earnings in the Republic of Croatia in accordance with the first release of the Croatian Bureau of Statistics referred to in paragraph (4) of this Article, the fee charged by the credit institution to a consumer belonging to the vulnerable group referred to in paragraph (10) of this Article would exceed the maximum permitted fee under paragraph (4) of this Article, such fee shall not constitute a breach of the provision of paragraph (4) of this Article if the change in the fee becomes effective within three months from the date of publication of the first release of the Croatian Bureau of Statistics.

(8) The provision of paragraph (7) of this Article shall be without prejudice to the application of the provisions on changes to framework contracts under the law governing the payment system.

(9) The fees charged by credit institutions to consumers belonging to a vulnerable group for the execution of payment transactions exceeding the number set out in accordance with paragraph (5) of this Article shall be reasonable.

(10) Consumers belonging to a vulnerable group shall be beneficiaries of the following rights under the law governing social welfare:

1. guaranteed minimum allowance;
2. personal allowance for an accommodation beneficiary;
3. regular higher education allowance;
4. personal disability allowance;
5. assistance and care supplement; and
6. jobseeker's allowance.

(11) Where the credit institution refuses to execute an authorised payment transaction because there are not sufficient funds in the consumer's basic account, it may not charge the consumer a fee for that transaction or refusal to execute that transaction.

(12) Where the balance in a basic account becomes negative for any reason, a credit institution may not charge a consumer interest on that negative balance.

General and *ex ante* information on basic accounts

Article 25

(1) Credit institutions offering basic accounts shall make available to consumers, free of charge, accessible information on the services offered on those accounts, the conditions of use and the fees paid for such services and provide explanation associated with such services.

(2) Credit institutions shall provide consumer with the information referred to in paragraph (1) of this Article in such a way that the consumer understands that the purchase of additional services is not compulsory in order to open and use the basic account.

Termination of the framework contract on the basic account

Article 26

(1) Unless otherwise provided for in this Article, termination of the framework contract on the basic account shall be subject to the provisions on the termination of contracts of the law governing the payment system and the law governing civil obligations.

(2) A credit institution may terminate a framework contract on a basic account only where at least one of the following conditions is met:

1. the consumer deliberately used the basic account for illegal purposes;
2. there has been no transaction on the basic account for more than 24 consecutive months;
3. the consumer provided incorrect information in order to obtain the basic account where the correct information would have resulted in refusal of an application for such an account;
4. the consumer is no longer legally resident in the European Union; or
5. after opening a basic account, the consumer has subsequently opened in the Republic of Croatia a second payment account which allows him to make use of the services listed in Article 23, paragraph (1) of this Act.

(3) Where a credit institution intends to terminate the framework contract on one or more of the grounds mentioned in paragraph (2), items (2), (4) and (5) of this Article, it shall inform the consumer of the grounds for the termination and invite him to eliminate those grounds within a period of at least two months before the termination enters into force. Where the consumer fails to eliminate the grounds for the termination or to provide evidence thereof, the termination of the framework contract on the basic account shall take effect upon expiry of that period.

(4) Where the credit institution terminates the framework contract on one or more grounds mentioned in paragraph (2), items (1) and (3) of this Article, the termination of the framework contract shall take effect immediately at the moment the notice of the termination is delivered to the consumer.

(5) The notice referred to in paragraph (3) of this Article shall specify the grounds for the termination, unless such specification would be contrary to objectives of national security or public interest.

(6) Credit institutions may not charge a fee for the notice referred to in paragraphs (3) and (4) of this Article.

(7) The notice referred to in paragraphs (3) and (4) of this Article must contain instructions on the right to complain to the payment service provider, the right to complain to the Croatian

National Bank and the right to initiate conciliation or alternative consumer dispute resolution procedures in accordance with Article 30 of this Act.

Reporting to the Croatian National Bank

Article 27

(1) Payment service providers shall submit reports to the Croatian National Bank in accordance with the regulation referred to in paragraph (2) of this Article.

(2) For the purposes of statistics and/or supervision, the Croatian National Bank shall specify in subordinate legislation the content of the report on activities of payment service providers in accordance with this Act and the time limits for and the method of their delivery.

CHAPTER V

COMPETENT AUTHORITIES, COOPERATION AND OUT-OF-COURT SETTLEMENTS OF DISPUTES

Supervision

Article 28

(1) The supervision of payment service providers with regard to the implementation of this Act, delegated acts adopted by the European Commission pursuant to Article 3, paragraph (4), Article 4, paragraph (6) and Article 5, paragraph (4) of Directive 2014/92/EU and Articles 10 to 15 of Regulation (EU) 1093/2010 and regulations adopted under this Act shall be exercised by the Croatian National Bank and the Ministry of Finance – the Financial Inspectorate.

(2) Unless otherwise provided for in this Act, the Croatian National Bank shall exercise the supervision referred to in paragraph (1) of this Article in the manner prescribed in special laws governing the operation of individual payment service providers.

(3) The Ministry of Finance – the Financial Inspectorate shall exercise the supervision referred to in paragraph (1) of this Article in accordance with the powers prescribed in the law governing the jurisdiction, competence and powers of the Financial Inspectorate of the Republic of Croatia.

(4) The competent authorities referred to in paragraph (1) of this Article shall be bound by the duty to protect the confidentiality of any information of which they become aware in the

course of exercising their powers pursuant to this Act and they may not disclose them to other persons or authorities.

(5) By way of derogation from paragraph (4) of this Article, a breach of the duty to protect the confidentiality of information shall not be considered to include:

1. disclosure of information in aggregated form, such that personal or business data cannot be identified;
2. disclosure of information in cases and in the manner provided for in this Act;
3. the delivery of confidential information disclosed for the purposes of criminal or preliminary proceedings, when requested or ordered in writing by the competent court, the Office for the Prevention of Corruption and Organised Crime, the State Attorney's Office or the Ministry of the Interior, where ordered in writing by the State Attorney's office, or where requested in writing by the competent authority of another Member State in criminal proceedings;
4. exchange of information in accordance with other laws and European Union law.

(6) The provisions of paragraph (4) of this Article shall also apply to all natural persons who work or have worked in any capacity for the competent authorities referred to in paragraph (1) of this Article as well as auditors and experts who perform or have performed activities as instructed by these competent authorities.

(7) All persons, authorities and their employees who, pursuant to paragraph (5), items (2) to (4) of this Article, have received information referred to in paragraph (4) of this Article shall use these information exclusively for the purpose for which it has been given and may not disclose or make it available to third parties, except in cases prescribed by law.

Cooperation with the competent authorities of other Member States

Article 29

(1) The Croatian National Bank and the Ministry of Finance – the Financial Inspectorate as the authorities competent for the supervision of payment service providers in the implementation of this Act shall cooperate with each other and with the authorities of other Member States competent for the enforcement and application of national regulations governing payment accounts.

(2) The Croatian National Bank shall also be designated as the contact point in the Republic of Croatia for the competent authorities of other Member States referred to in paragraph (1) of this Article.

(3) Cooperation with the competent authorities of other Member States referred to in paragraph (1) of this Article shall comprise the mutual provision of assistance, in particular the exchange of information and cooperation in any investigation or supervisory activities.

(4) The exchange of information referred to in paragraph (3) of this Article between the Croatian National Bank and authorities of other Member States designated as contact points shall be carried out without undue delay.

(5) The provision of information within the cooperation referred to in paragraph (3) of this Article shall not constitute a breach of the duty to protect the confidentiality of information.

(6) When providing information to the competent authority of another Member State the Croatian National Bank may indicate that the information may not be disclosed to third parties without its express agreement.

(7) The Croatian National Bank shall keep confidential the information received under paragraph (3) of this Article. Where the competent authority of another Member State when providing information indicates that the information may not be disclosed to third parties without its express agreement, the Croatian National Bank shall use such information exclusively for the purpose for which it has been received.

(8) The Croatian National Bank may refuse to act on a request for the cooperation referred to in paragraph (3) of this Article where:

1. the requested act might adversely affect the sovereignty, security or public interest of the Republic of Croatia;
2. judicial proceedings have already been initiated in respect of the same persons and the same actions before the authorities of the Republic of Croatia; and/or
3. final judgement has already been delivered in respect of the same persons and the same actions before the authorities of the Republic of Croatia.

(9) The Croatian National Bank shall notify the competent authority of another Member State that has requested cooperation of refusal and grounds for refusal of cooperation referred to in paragraph (8) of this Article.

(10) Where the Croatian National Bank or the competent authority of another Member State refuses a request for cooperation or fails to act on that request within a reasonable time, the authority whose request has been refused may refer the matter to the European Banking

Authority and request its assistance in accordance with Article 19 of Regulation (EU) No 1093/2010.

Out-of-court settlements of disputes

Article 30

(1) Where a consumer deems that a payment service provider has acted contrary to the provisions of this Act, he shall have the right to complain to the payment service provider, the right to complain to the Croatian National Bank and the right to initiate conciliation or alternative consumer dispute resolution procedures.

(2) The provisions on complaints to payment service providers and the provisions on complaints to the competent authority under the law governing the payment system shall apply *mutatis mutandis* to complaints to payment service providers and complaints to the Croatian National Bank.

(3) The provisions on providing information to payment service users and the provisions on conciliation or alternative consumer dispute resolution procedures under the law governing the payment system and the provisions of special regulations governing conciliation or alternative consumer dispute resolution shall apply *mutatis mutandis* to the duty to provide information on the procedure and authorities for conciliation or alternative consumer dispute resolution and to conciliation or alternative consumer dispute resolution procedures.

CHAPTER VI

PENALTY PROVISIONS

SECTION 1

SERIOUS MISDEMEANOURS

Article 31

(1) A payment service provider shall be fined between HRK 50,000.00 and HRK 500,000.00:

1. if it fails to provide the consumer with a fee information document in accordance with Article 5, paragraph (1) of this Act;
2. if it fails to provide the consumer with any *ex ante* information referred to in Article 5, paragraph (2) of this Article at the same time as the fee information document;
3. if it fails to draft the fee information document in accordance with Article 5, paragraphs (3) and (4) of this Act;

4. if it fails to make available to consumers a fee information document in accordance with Article 5, paragraph (7) of this Act;
5. if, at the request of the consumer, it fails to provide the consumer free of charge with the fee information document and the glossary on paper or another durable medium in accordance with Article 5, paragraph (8) of this Act;
6. if it fails to provide consumers with or make available to consumers, at least annually and free of charge, with a statement of fees in accordance with Article 6, paragraph (1) of this Act;
7. if, at the request of the consumer, it fails to provide the consumer with a statement of fees on paper in accordance with Article 6, paragraph (4) of this Act;
8. if a statement of fees is not drafted in accordance with Article 6, paragraph (5) of this Act;
9. if it fails to provide a link on its website to the website of the Croatian National Bank in accordance with Article 8, paragraph (3) of this Act;
10. if it fails to inform the consumer on whether it is possible to purchase the payment account separately in accordance with Article 9, paragraph (1) of this Act;
11. if it fails to provide the consumer with information regarding the costs and fees in accordance with Article 9, paragraph (2) of this Act;
12. if it fails to provide the switching service to the consumer in accordance with Article 11, paragraph (1) of this Act;
13. if it fails to make available to consumers the information on the switching service in accordance with Article 12, paragraphs (1) and (2) of this Act;
14. if, at the request of the consumer, it fails to provide the consumer free of charge with the information on the switching service on paper or another durable medium in accordance with Article 12, paragraph (3) of this Act;
15. if, as the RPS provider, it fails to inform the consumer about the earliest date in accordance with Article 13, paragraph (5) of this Act;
16. if, as the RPS provider, it fails to provide the consumer with or make available to the consumer a copy of the signed authorisation in accordance with Article 13, paragraph (7) of this Act;
17. if, as the RPS provider, it fails to request the TPS provider, within two business days from receipt of the authorisation to switch, to carry out all the tasks referred to in Article 14 of this Act that are provided for in the consumer's authorisation;
18. if, as the TPS provider, upon receipt of the request referred to in Article 14 of this Act, it fails to carry out the tasks referred to in Article 15, paragraph (1) of this Act in accordance with the authorisation referred to in Article 13 of this Act;
19. if, as the TPS provider, it fails to inform the consumer about outstanding obligations on the payment account that prevent the account from being closed in accordance with Article 15, paragraph (2) of this Act;

20. if, as the TPS provider, it blocks a payment instrument contrary to Article 15, paragraph (3) of this Act;
21. if, as the RPS provider, it fails to carry out any of the tasks referred to in Article 16, paragraph (1), items (1), (2), (4) or (5) of this Act within the time limit and in the manner referred to in Article 16, paragraph (1) of this Act;
22. if, as the RPS provider, it fails to provide the consumer with the written notification in accordance with Article 16, paragraph (2) of this Act;
23. if, within the time limit referred to in Article 17, paragraph (2) of this Act, it fails to complete, at the request of the consumer, any of the requested actions in accordance with Article 17, paragraph (1) of this Act;
24. if it fails to inform the consumer about outstanding obligations that prevent the completion of the requested actions in accordance with Article 17, paragraph (5) of this Act;
25. if, as the TPS provider or the RPS provider, it fails to ensure that consumers are able to access free of charge all available personal information regarding existing standing orders and direct debits held by these payment service providers in accordance with Article 18, paragraph (1) of this Act;
26. if, as the TPS provider, it charges the consumer or the RPS provider a fee contrary to Article 18, paragraph (2) of this Act;
27. if, as the TPS provider or the RPS provider, it charges the consumer a fee contrary to Article 18, paragraph (4) of this Act;
28. if, as a credit institution whose total assets according to the audited annual financial statements for the preceding year exceed HRK 15 billion, it fails to offer a basic account to consumers in accordance with Article 22, paragraph (3) of this Act;
29. if, as a credit institution, it fails to act on a consumer's application for a basic account in the manner and within the time limit referred to in Article 22, paragraph (4) of this Act;
30. if, as a credit institution, it fails to refuse a consumer's application for a basic account in accordance with Article 22, paragraph (7) of this Act;
31. if, as a credit institution, it fails to notify the competent authority in accordance with Article 22, paragraph (8) of this Act;
32. if, as a credit institution, it acts contrary to Article 22, paragraph (9) of this Act in relation to a notification to the consumer on refusal of a consumer's application for a basic account;
33. if, as a credit institution, it makes the opening of a basic account conditional on the purchase of additional services contrary to Article 22, paragraph (11) of this Act;
34. if, as a credit institution, it offers or contracts the services on a basic account in the scope that is narrower than the one it usually offers for a payment account other than a basic account contrary to Article 23, paragraph (2) of this Act;
35. if, as a credit institution, it offers or contracts basic accounts in a currency other than the official currency of the Republic of Croatia contrary to Article 23, paragraph (3) of this Act;

36. if, as a credit institution, it fails to allow consumers to execute an unlimited number of payment transactions and other operations in relation to the services referred to in Article 23, paragraph (1) of this Act contrary to Article 23, paragraph (4) of this Act;
37. if, as a credit institution, it fails to allow consumers to initiate and manage payment transactions in the manner referred to in Article 23, paragraph (5) of this Act;
38. if, as a credit institution, it offers or contracts an agreed overdraft in relation to a basic account contrary to Article 23, paragraph (6) of this Act;
39. if, as a credit institution, contrary to Article 24, paragraph (1) of this Act, it charges consumers a fee it otherwise would not charge under its usual pricing policy;
40. if, as a credit institution, it charges a consumer not belonging to a vulnerable group a fee in the amount that is not in line with Article 24, paragraph (2) of this Act;
41. if, as a credit institution, it charges a consumer belonging to a vulnerable group a fee in the amount exceeding that set out in line with Article 24, paragraph (4) of this Act;
42. if, as a credit institution, it charges a consumer belonging to a vulnerable group a fee referred to in Article 24, paragraph (4) of this Act for a narrower scope of services than that set out in Article 24, paragraph (5) of this Act;
43. if, as a credit institution, it charges a consumer belonging to a vulnerable group a fee in the amount exceeding that set out in line with Article 24, paragraph (9) of this Act;
44. if, as a credit institution, it charges a consumer a fee contrary to Article 24, paragraph (11) of this Act;
45. if, as a credit institution, it charges a consumer interest contrary to Article 24, paragraph (12) of this Act;
46. if, as a credit institution, it fails to make available to consumers information in accordance with Article 25 of this Act;
47. if, as a credit institution, it terminates a framework contract on a basic account on grounds other than those referred to in Article 26, paragraph (2) of this Act;
48. if, as a credit institution, it drafts the notice on the grounds for termination in the manner contrary to Article 26, paragraphs (3) and (5) of this Act;
49. if, as a credit institution, it charges a consumer a fee for the notice contrary to Article 26, paragraph (6) of this Act.

(2) A responsible person of the management board of the payment service provider, or, if the payment service provider has a one-tier system, its responsible executive director or director of the branch of a third-country payment service provider established in the Republic of Croatia shall also be fined between HRK 10,000.00 and HRK 50,000.00 for any of the misdemeanours referred to in paragraph (1) of this Article.

(3) Where any of the misdemeanours referred to in paragraph (1) of this Article has been committed by the payment service provider established in another Member State that provides payment services in the territory of the Republic of Croatia through a branch or an agent established in the Republic of Croatia, the branch or the agent shall be fined for the misdemeanour in accordance with paragraph (1) of this Article.

(4) In the case referred to in paragraph (3) of this Article, the director responsible for the operation of the branch or the responsible person of the management board of the legal person's agent shall also be fined in accordance with paragraph (2) of this Article.

Minor misdemeanours

Article 32

(1) A payment service provider shall be fined between HRK 20,000.00 and HRK 200,000.00:

1. if it fails to make available to consumers a glossary whose content is in accordance with Article 5, paragraph (5) of this Act;
2. if it fails to draft a glossary in accordance with Article 5, paragraph (6) of this Act;
3. if it fails to make available to consumers a glossary in the manner referred to in Article 5, paragraph (7) of this Act;
4. if it fails to offer consumers the statement of fees on paper in accordance with Article 6, paragraph (3) of this Act;
5. if, in its pre-contractual and marketing information to consumers, or in contracts entered into with consumers, it fails to use the terms set out in the list of the most representative services in accordance with Article 7, paragraphs (1) and (3) of this Act;
6. if, as a credit institution, in a notification to the consumer on refusal of a consumer's application for a basic account, it fails to instruct the consumer about his rights in accordance with Article 22, paragraph (10) of this Article;
7. if, as a credit institution, it allows disposal of funds by means of payment instruments linked to a consumer's basic account in the amount that exceeds the current balance in that account contrary to Article 22, paragraph (12) of this Act;
8. if, as a credit institution, in a notification referred to in Article 26, paragraph (3) or (4) of this Act, it fails to instruct the consumer about his rights in accordance with Article 26, paragraph (7) of this Article.

(2) A responsible person of the management board of the payment service provider, or, if the payment service provider has a one-tier system, its executive director or director of the branch of a third-country payment service provider established in the Republic of Croatia shall also

be fined between HRK 7000.00 and HRK 20,000.00 for any of the misdemeanours referred to in paragraph (1) of this Article.

(3) Where any of the misdemeanours referred to in paragraph (1) of this Article has been committed by the payment service provider established in another Member State that provides payment services in the territory of the Republic of Croatia through a branch or an agent established in the Republic of Croatia, the branch or the agent shall be fined for the misdemeanour in accordance with paragraph (1) of this Article.

(4) In the case referred to in paragraph (3) of this Article, the director responsible for the operation of the branch or the responsible person of the management board of the legal person's agent shall also be fined in accordance with paragraph (2) of this Article.

Jurisdiction to conduct misdemeanour proceedings

Article 33

The Ministry of Finance – the Financial Inspectorate shall conduct misdemeanour proceedings of the first instance for the misdemeanours specified in this Act.

SECTION 2

PUBLIC DISCLOSURE OF DECISIONS ON MISDEMEANOURS

Article 34

(1) The Croatian National Bank and the Ministry of Finance – the Financial Inspectorate shall publish on their websites the dispositive parts of final decisions adopted in misdemeanour proceedings they initiated as authorised prosecutors, under which a payment service provider or a responsible person of the payment service provider has been found liable for the misdemeanours referred to in this Act. The name of the authority that adopted the decision as well as the number and date of the decision shall be published with the dispositive part of the decision.

(2) The Croatian National Bank and the Ministry of Finance – the Financial Inspectorate may publish decisions they adopt in the course of exercising their supervisory powers under this Act. When they publish such decisions, they shall also publish a decision of the administrative court if an appeal has been filed against that decision.

(3) Data covered by banking secrecy or protected by the law governing the protection of personal data shall be excluded from the publications referred to in paragraphs (1) and (2) of this Article.

(4) Where the Croatian National Bank or the Ministry of Finance – the Financial Inspectorate assesses that the publication referred to in paragraph (1) of this Article may seriously jeopardise the stability of the financial market or cause disproportionate damage to the payment service provider, it shall publish the data on the payment service provider on an anonymous basis.

(5) Where the Croatian National Bank or the Ministry of Finance – the Financial Inspectorate assesses that the publication referred to in paragraph (1) of this Article may cause disproportionate damage to a responsible person of the payment service provider, it shall publish the data on the responsible person on an anonymous basis.

(6) The publications referred to in paragraphs (1) and (2) of this Article shall remain on the website for three years following the finality of the decision on the misdemeanour.

CHAPTER VII TRANSITIONAL AND FINAL PROVISIONS

Subordinate legislation of the Croatian National Bank Article 35

(1) The Croatian National Bank shall adopt subordinate legislation referred to in Article 5, paragraph (9), Article 8, paragraph (4) and Article 27, paragraph (2) of this Act at the latest within two years of the entry into force of this Act.

(2) The Croatian National Bank shall publish on its website the subordinate legislation referred to in Article 5, paragraph (9) of this Act immediately after its entry into force.

(3) The Croatian National Bank shall publish on its website a notification of the entry into force of the delegated act adopted by the European Commission pursuant to Article 3, paragraph (4) of Directive 2014/92/EU and Articles 10 to 14 of Regulation (EU) 1093/2010.

Notification to the European Commission and the European Banking Authority Article 36

(1) The Croatian National Bank shall notify the European Commission and the European Banking Authority of its competence and of the competence of the Ministry of Finance – the Financial Inspectorate referred to in Article 28, paragraph (1) of this Act and it shall notify the European Commission of its competence referred to in Article 29, paragraph (2) of this Act as well as of all changes in the established competence.

(2) The Croatian National Bank shall notify the European Commission by 18 September 2018 and every two years thereafter of compliance by payment service providers with Articles 5, 6 and 7 of this Act, the performance of its duties referred to in Article 8 of this Act, the number of payment accounts that have been switched and the number of applications for switching that have been refused, the number of credit institutions offering basic accounts, the total number of basic accounts that have been opened and the number of applications for basic accounts that have been refused.

Entry into force
Article 37

This Act shall enter into force on the eighth day after the day of its publication in the Official Gazette, with the exception of Article 5, paragraphs (1) to (8), Article 6, Article 7, Article 8, paragraphs (1), (2) and (3), Article 31, paragraph (1), items (1) to (9), and Article 32, paragraph (1), items (1) to (5) of this Act, which shall enter into force on the first day following the expiry of nine months from the entry into force of the delegated act adopted by the European Commission pursuant to Article 3, paragraph (4) of Directive 2014/92/EU and Articles 10 to 14 of Regulation (EU) No 1093/2010.

Class: 022-03/17-01/22
Zagreb, 7 July 2017

THE CROATIAN PARLIAMENT
President of the Croatian Parliament

Gordan Jandroković, m. p.