

**Under the Protocol of the Meeting
on February 3, 2017, According to Protokol No. 2
of the Azerbaijan Banks Association Board**



**Regulation of Banking Ombudsman
Chapter I. General Provisions**

Article 1 Application of Regulation

- 1.1. This Regulation shall be applied in the course of the consideration of civil law disputes by the Banking Ombudsman (unless otherwise provided in a statement and application of the parties related to consideration of disputes).
- 1.2. The Parties shall have a right to determine rules by the Agreement on Settlement of Disputes, partly or totally, distinct from this Regulation, but not inconsistent with the legislation of the Republic of Azerbaijan, the Charter of Azerbaijan Banks Association and the Statute on Banking Ombudsman.

Article 2 Competences of Banking Ombudsman

- 2.1. The Bank Ombudsman is a permanent body investigating disputes between banks and their individual customers. Concluding agreements between the bank's client as an applicant - an individual or his authorized representative and banks with a maximum claim amount of 10,000 (ten thousand) US dollars on the day of receipt of the application, equal to manat and other currency equivalents according to the official exchange rate of the Central Bank of Azerbaijan The Bank Ombudsman has the authority to resolve legal and civil disputes arising in connection with the change, execution or termination. The Bank Ombudsman does not have the authority to consider appeals of legal entities and individuals engaged in entrepreneurial activities.
- 2.2. The competence for the consideration of a specific claim shall be determined by the Banking Ombudsman considering such dispute.
- 2.3. The Bank Ombudsman may consider disputes relating to non-bank credit organizations, which members of the Azerbaijan Banks Association, in the cases not contradicting the rules provided for in the " Statute on the Bank Ombudsman" and in this Regulation.

Article 3 Submission of a dispute to consideration of Banking Ombudsman

- 3.1. The Banking Ombudsman accepts the disputes for consideration if there are written statements of the parties on submission of the dispute to the consideration to the Banking Ombudsman.
- 3.2. The documents on submission of disputes to the consideration of the Banking Ombudsman shall be demonstrated with:
 - the provision of the written Statement on submission of disputes related to customers of banks- natural persons signed by the bank to the consideration of the Banking Ombudsman;

- the provision of the written Application on submission of a dispute between a natural person and a bank signed by the customer of the bank- a natural person (hereinafter – Customer, Applicant) to the consideration of the Banking Ombudsman.
- 3.3. A customer of a bank- a natural person, the customer of the bank which has signed the Statement on Submission of a Dispute Related to Customers of Banks- Natural Persons to the consideration of the Banking Ombudsman, regardless of whether such right is provided for by the contract between him and the bank or not, shall have a right to make a request to the Banking Ombudsman. Any arrangement or terms restricting the right of a customer to make a request to the Banking Ombudsman are void.
- 3.4. An application for submission of the dispute to the Ombudsman for consideration shall give the Ombudsman the right to receive from the bank the necessary information about the bank customer. Information constituting the bank secret for the submission of the Bank Ombudsman shall be submitted by the bank to the applicant or his authorized representative.

Article 4 Procedure for the Consideration of Disputes

- 4.1. In advance of submitting an application to the Banking Ombudsman, a customer of a bank shall apply to the relevant bank with a complaint (application) specifying the substance of his claims (relief).
- 4.2. Within thirty (30) days from the date of receipt of the complaint (application) referred in paragraph 4.1 of the Regulation the bank receiving such complaint (application) shall provide the customer with a response on the merits of the complaint (application).

The response of the bank on the merits of the complaint (application) must express clear position of the bank regarding satisfaction, partial satisfaction or refusal of the Customer's claim (relief).

When necessary, the bank may request additional 10 days for review of the case. In doing so the bank must inform the customer in writing.
- 4.3. From the moment of receiving a response to the complaint (application) on its merits, or within 60 days after the expiration of the period specified in paragraph 4.2 of these Regulation the Customer shall have a right to submit a written request to the Banking Ombudsman.
- 4.4. Banking Ombudsman shall consider the application of the customer filed within validity of the contract between the customer and bank, or within 2 (two) years after the termination of the contract.

Article 5 Language of Investigation on Disputes

- 5.1. The Banking Ombudsman shall conduct the investigation on a dispute in Azerbaijani.
- 5.2. If either party does not know the language investigation conducted in, that party shall ensure translation services.

Article 6 Service of documents

- 6.1. All documents acquired during the investigation on dispute shall be submitted by the parties in such a number of copies that each of the parties and the the Banking Ombudsman have at least one copy.
- 6.2. To investigate the dispute, the client must submit the following documents to the Bank Ombudsman with the relevant application:
 - Customer identification document;

- Before submitting an application to the Ombudsman the copy of complaint (application) filed with the bank on the merits of his claims (claims) or mail receipt for sending the letter to the bank and his response letter to the client (if applicable);
- Contract concluded between the Client and the Bank;
- Additional Agreement to the bank loan agreement (if applicable);
- Customer's payment schedule;
- Reference from the relevant bank on the debt and delays to the current date between the bank and the customer (on the merits of the complaint)

- 6.3. A written application, including counter-applications, petitions and all other documents addressed to the Banking Ombudsman shall be provided in Azerbaijani. The Banking Ombudsman shall have a right on its own initiative or upon the request of either party to require from the other party that the documents presented by it are translated into Azerbaijani or such translation is made on account of the party who submitted the document in a foreign language.
- 6.4. The documents demonstrating the evidences and proofs of parties can be submitted upon their decision in duly authorized copies. The Banking Ombudsman on its own initiative or upon the request of either party shall have a right to request the originals of the document, notarized copy or legalization of the document issued abroad.

Article 7 Mailing and delivering documents

7.1. The Executive Secretary of the Banking Ombudsman shall ensure sending the copies of all existing documents regarding the dispute to parties. Those are delivered to the addresses provided by the parties.

7.2. If the parties have not agreed on the other form of providing information, written applications, explanations thereon, notifications and conciliation agreements shall be mailed via a certified registered letter or via other means confirming the delivery of documents to the recipient.

7.3. Other documents can be sent by registered mail or ordinary letter. Notifications and warrants also can be sent via fax, telegraph or e-mail.

7.4. Any of the documents listed in the paragraphs 7.2 and 7.3 of this Regulation can be may also be handed personally to the party against receipt.

Article 8. Reception of written communications

8.1. Unless the parties agreed otherwise, any written communication shall be deemed received when such information is mailed via a registered letter to the last known location (address) of the parties or any other means holding a record of the attempts for sending such information. The communication shall be deemed received on the actual day of its delivery.

8.2. In the case of the addressee refuses accepting the documents or does not receive them despite of the notifications of postal office or any other organisation carrying out delivery and handing out the mail, the documents sent by the Banking Ombudsman shall be deemed received.

Article 9. Costs of Banking Ombudsman

9.1. The consideration of disputes by the Banking Ombudsman shall be conducted free of charge.

9.2. The activity of the Banking Ombudsman for the first 3 (three) years shall be financed by Azerbaijan Banks Association.

Chapter II Initiation of the dispute

Article 10 Submission of application

10.1. The investigation on a dispute shall be commenced upon the submission of a written application by an applicant to the Banking Ombudsman.

10.2. A written application can be submitted on official working days and hours of the executive Secretary of the Banking Ombudsman. In that case the date of the submission of the application shall be deemed the day on which it was presented to the authorized Secretary of the Banking Ombudsman upon his signature.

10.3. A written application can be sent by an applicant via mail. In that case the date of the submission of this application shall be the date indicated on the stamp of the sending postal office.

10.4. A written application can also be sent via e-mail. In that case the date of the submission of this application shall be the date the reply letter for the application submission.

Article 11 Content of written application

11.1. The written application shall specify the followings:

- the date of submission of the application;
- the names and mailing addresses of the parties;
- the clarification of the claims set out in the application;
- factual basis for stated claims, references to the proofs confirming such basis, including as far as possible the legal basis of the application;
- calculations regarding the stated claims;
- the grounds for the competence of the Banking Ombudsman over the case;
- the list of the documents attached to the application.

11.2. The followings shall be attached to the written application:

- written proofs (or their copies) and other materials necessary for the settlement of the case;
- the documents confirming the compliance by the appellant with the initial claim principle of the settlement of the dispute;
- the written application must be accompanied by the documents specified in Article 6.2 of this Regulation.

11.3. The written application shall be signed by the appellant or his authorized representative. In that case the written application must be supplemented by the document certifying the authority to sign such application.

Article 12 Grounds for rejecting to consider the application

12.1. The Banking Ombudsman may reject the application under the following circumstances:

- when provided for by this Regulation or Statute on Banking Ombudsman;
- the application is filed against the bank which has not signed the Statement on Submission of Disputes Related to Customers of Banks-Natural Persons to the consideration of the Banking Ombudsman;
- if the dispute is under trial or the act of court deciding on the merits of the dispute has entered into force;
- the dispute has already been considered by the Banking Ombudsman, the Conciliation Agreement was approved or the decision settling the dispute on its merits was awarded;

- the application was not submitted to the financial organisation as specified under Article 4 of this Regulation;
- more than two years have elapsed from the occurrence of the event set forth in the application and alleged breach of right;
- the issue set forth in the application is about the general operation of bank, range of banking services and policy;
- the issue set forth has a criminal and administrative offence characteristics in accordance with the applicable legislation;
- the case on the issue set forth is on the assessment stage, and the contract, agreement on the case is not concluded, as well as the case is about the pricing policy of the bank;
- the licence of the financial organisation complained against is revoked or such financial organisation is dissolved;
- the application is signed by the person lacking legal authority or having partial legal authority to sign it;

12.2. When the case accepted for the consideration of the Ombudsman is submitted to the court, the Ombudsman shall cease the consideration of the case. The submission of the case to the court shall be notified to Ombudsman either by the bank or applicant.

12.3. In the cases set out in paragraph 12.1 of this Regulation, the Banking Ombudsman shall refuse the consideration of the written application within 7 (seven) working days and inform in writing the applicant on the matter specifying the grounds for the refusal of consideration of application.

Article 13 Correction of shortcomings in a written application

13.1. If the application is submitted in a manner inconsistent with the requirements provided for by this Regulation, as well as the procedures for the submission of a claim, the executive Secretary of the Banking Ombudsman shall invite the applicant in writing to correct the detected shortcomings, and give reasonable period therefor.

13.2. If the shortcomings detected in the written application are not eliminated in the given period of time, the Banking Ombudsman shall decide whether to initiate the investigation on dispute or cancel such investigation. In both cases the appropriate decision shall be made.

13.3. If the shortcomings discovered in the written application are corrected within the period determined by the Banking Ombudsman, then the date specified in paragraph 14.2 of this Regulation shall be the date of filing of the written application.

Article 14 Acceptance of written application

14.1. A written application shall be deemed accepted and the investigation on the dispute shall be deemed commenced from the day of receipt by the executive Secretary of the Banking Ombudsman.

14.2. If the shortcomings detected in the written application are rectified within the specified period, the application shall be deemed received on the day of its initial submission.

14.3. In the case when the shortcomings revealed in the written application are not rectified within the specified period, the executive Secretary of the Banking Ombudsman shall have a right to send an appeal to the applicant via mail.

Chapter III Preparation of case for trial

Article 15 Notifying to bank

15.1. The Executive Secretary of the Banking Ombudsman shall send the copy of the written application and the documents attached thereto to the bank, not later than the 5 (five) working day following the day of receipt by Executive Secretary of Banking Ombudsman of the written application compiled by the applicant in accordance with the requirements of this Regulation or after the defects detected in the application are removed.

15.2. At the same time, the Executive Secretary of the Banking Ombudsman shall invite the bank to express its position (objection) in respect of the application, written explanations supported by documents within ten working days from the receipt of the copy of the application. This period can be extended upon the justified request of the bank.

15.3. In rare cases (when the parties are located in remote regions, or outside of the Republic of Azerbaijan) the periods set out in this Article can be extended for 30 (thirty) days.

Article 16 Commenting on written application

16.1. Until the consideration of the dispute is completed, the bank shall have a right to give a written comment in respect of the written application to be forwarded or delivered to the applicant.

16.2. Non-submission of the comment on the written application can not be deemed as denial of applicant's claims.

Article 17 Preparation of the dispute proceedings

17.1. The Banking Ombudsman within 5 (five) working days from the receipt of the written application shall be obliged to get acquainted with the material of the dispute and should give an instruction to the Executive Secretary regarding the appointment of date for the consideration. The consideration of the case should be conducted not later than one month from the date of submission to the bank of the copy of the written application.

17.2. The Banking Ombudsman shall have a right to assign separate tasks to the Executive Secretary and members of the Secretariat in respect of the preparations for the investigation on dispute and its implementation. The Banking Ombudsman charges the Executive Secretary with summoning parties to the meeting.

17.3. If the decision on additional measures concerning the preparations for the case is made by the Banking Ombudsman, in that case it should set periods for implementing such measures.

Article 18 Notifying to parties on the hearing of the case

18.1. The parties shall be informed on the time and venue of the examination of dispute via notices of dispute. In doing so availability of at least five working days to each party for their preparation for the proceedings and appearing at the hearing should be taken into account. By agreement of the parties this period can be changed.

18.2. When parties are located significantly far from the place of the meeting or when there exist objective difficulties for their appearance at the meeting, the period set out in this Article can be extended by the Banking Ombudsman. In any case such a period should not exceed two months.

Article 19 Place of settlement of disputes

19.1. As generally accepted, the place of meetings for examinations by the Banking Ombudsman is the seat of the Banking Ombudsman.

19.2. As generally accepted, Baku city is recognised as the place of dispute settlement. Subject to the peculiarities of a specific dispute, the Banking Ombudsman shall have a right to change the location of consideration.

19.3. The acts of the Banking Ombudsman shall be made at the place of its location.

Article 20 Discharge of expert and translator

If justified doubts as to the impartiality of an expert and/or translator, such as the allegation regarding their direct or indirect personal interest in the outcome of a case exist, each party shall have a right to require their discharge from the consideration of the case. The named persons have the right to declare their self-withdrawal from the consideration of the case on the above-mentioned grounds. The above-mentioned matters should be raised before the hearing begins. Late requests can be accepted by the Banking Ombudsman to the extent they are regarded justifiable.

Chapter IV Consideration of Dispute

Article 21 Attendance in meetings

Disputes shall be heard in closed meetings. On the permission of the Banking Ombudsman and consent of the parties, persons who have not participated in the examination can attend the meeting.

Article 22 Attendance of parties

22.1. The parties shall have a right to lead their cases directly on their own or through the authorised representatives appointed in their discretion.

22.2. The absence in the meeting of the party who was duly informed on the time and venue of the meeting shall not prevent the hearings on the case, provided that the absent party has not requested the postponement of the hearing for the justifiable reasons before the end of hearing.

22.3. Either party can request for consideration of the dispute in his absence.

Article 23 Procedure for hearing of the dispute

23.1. The procedure for hearing of a dispute shall be determined by the Banking Ombudsman in accordance with the Statute on Banking Ombudsman and this Regulation.

23.2. The procedure for the examination of evidences shall be determined by the Banking Ombudsman taking into account the opinion of the parties.

Article 24 Evidence

Evidence in the case is factual data and information obtained in compliance with the requirements of the legislation and this Regulation, on the basis of which the Banking Ombudsman determines the presence or absence of circumstances that are to be investigated and which are of significant importance to the case.

Article 25 Assessment of evidence

The Banking Ombudsman shall assess all facts concerning the case at its discretion by full and comprehensive examination and subject to the requirements of the legislation. The Banking Ombudsman shall consider evidences in an equal manner.

Article 26 Mandatory provision of documents

26.1. Each party is obliged to provide proof for the facts referred to as the ground of his claims and objections.

26.2. The Banking Ombudsman shall have a right to request from the parties the provision of supplementary proofs on the case.

Article 27 Means of Evidence

In considering the dispute the Banking Ombudsman shall examine the explanations of parties, testimonies of witnesses, opinions of experts, written and physical proofs. If required so while the examination of written proofs, the Banking Ombudsman shall have a right to investigate as well as the explanations of parties, testimonies of witnesses and opinions of experts.

Article 28. Explanations of parties

Parties shall have a right to file their explanations on the facts of the case in the course of the meetings.

Article 29 Testimonies of witnesses

29.1. Any natural person holding the information concerning the case can be a witness.

29.2. Witnesses can be invited by the Banking Ombudsman to attend the consideration of the case upon the petition of parties.

Article 30 Designation of Expert Examination

30.1. The Banking Ombudsman can designate expert appraisal for the settlement of the issues requiring special knowledge, and request from the parties the provision of the original documents required for its conduct.

30.2. The Banking Ombudsman shall have a right to appoint an expert at his own discretion. The nomination of experts can be made taking into account the opinion of the parties.

30.3. When necessary, the experts can be asked questions regarding the opinion given by them during the meeting.

30.4. The parties shall have a right, by submitting an opinion for the consideration at the meeting, to hold expert appraisal in a manner they wish. When necessary, the Banking Ombudsman shall have a right to apply rules established in paragraph 30.3 of this Regulation.

Article 31 Written proofs

31.1. Acts, fact sheets, letters, documents (as well as in electronic form) shall be regarded written proofs. Duly acquired video and audio recordings and information in electronic means, having importance to the case, shall be taken equal to written proofs.

31.2. Information in electronic means shall be presented both in relevant device (floppy disc, caset, disc, memory card and etc.) and as a hardcopy.

Article 32 Physical proofs

Items, which may act as a means of establishing the facts having importance to the case, shall be deemed physical proofs.

Article 33 Postponement and suspension of examination of dispute

When necessary, under the request of the parties or on the initiative of the Banking Ombudsman the examination of dispute can be postponed or suspended. The respective decision shall be made on the postponement or suspension of the examination of dispute.

Article 34. Cancellation of consideration of dispute

The Banking Ombudsman shall cancel the consideration of the dispute in the following circumstances:

- If one of the circumstances set out in the paragraph 12.1 of this Regulation has been detected during the consideration of the dispute;
- the applicant waived his claim;
- the applicant has died;

Article 35 Protocol of meeting

35.1. The Banking Ombudsman shall ensure that the concise minutes of the meeting's work are taken by the employee of the Secretariat, unless the agreement on the other form of recording the consideration of the dispute exists between the parties. The claims and statements of the parties shall be included in the protocol upon their request.

35.2. The parties shall have a right to be acquainted with the content of the protocol at any stage of the consideration of the case.

Article 36 Term of the proceedings of dispute

36.1. The Banking Ombudsman and members of the Secretariat of the Banking Ombudsman shall take possible measures to ensure the completion of the examination of dispute as soon as possible.

36.2. While determining the period for the submission of necessary documents for the examination, setting procedural periods and appointing time of the hearing, the Banking Ombudsman and the members of its Secretariat should endeavour that the duration of examination of disputes under the consideration of the Banking Ombudsman is not longer than the given below:

- when the disputing parties are in Baku city- 1 (one) month;
- when the disputing parties are outside Baku city- 2 (two) months.
- when at least one of the parties is outside the Republic of Azerbaijan, the duration of examination of dispute should not be longer than 6 (six) months.

36.3. When necessary, the examination of dispute can continue for a longer duration than indicated in paragraph 36.2 of this Regulation. The parties, subject to the mutual consent, can set other periods for the examination of dispute.

Chapter V. Termination of the dispute

Article 37 Completion of the proceedings

37.1. The proceedings of the dispute shall be deemed completed when the Conciliation Agreement concluded by the parties is approved by the Banking Ombudsman, when the decision on the merits of the dispute or the decision cancelling the examination of dispute is awarded.

37.2. A conciliatory agreement can be approved by the Banking Ombudsman, including in cases where the parties have reached agreement on individual circumstances of the dispute.

Article 38 Legislation governing acts of Banking Ombudsman

38.1. The Banking Ombudsman, in the process of issuing acts finalizing the examination of dispute shall be governed by the applicable laws, other normative legal acts of the Republic of Azerbaijan, the international agreements and contracts joined by the state.

38.2. In the case of absence of the legislation regulating the disputed legal relations, the Banking Ombudsman applies legislation regulating similar relations (analogy of legislation), and in the absence of the latter acts based on the meaning of the legislation (analogy of law) and the principles of good faith and fairness.

Article 39 Approval of Conciliation Agreement

39.1. The Conciliation Agreement shall be approved after all examinations of dispute are completed, if parties have agreed on all matters of the dispute.

39.2. The Conciliation Agreement shall be approved by the Banking Ombudsman in writing within a period no longer than 15 (fifteen) days from the date the disputing parties have reached an agreement on all matters of the dispute.

39.3. If deemed necessary, the Banking Ombudsman shall have a right to extend the period referred in paragraph 39.2 of this Regulation.

39.4. The Conciliation Agreement, signed by the parties upon their mutual consent, can be submitted to a court or arbitration in a form of Conciliation Agreement for the approval in accordance with the legislation.

Article 40. Content of Conciliation Agreement

40.1. The Conciliation Agreement is a civil law arrangement for specifying, modifying or suspending rights and obligations of the parties. Such arrangement can apply rules respectively on forfeit, novations, debt relief, calculation of counterclaim and indemnity in accordance with civil law.

40.2. The Conciliation Agreement should specify the following:

- the name of the Banking Ombudsman;
- the place and date of approval of the Conciliation Agreement
- the name of the parties (surname, first name, father name) and their places (address of residence)
- the information on the representatives of the parties (if applicable) with indication of their authorities;
- the merits of the dispute;
- the short presentation of the circumstances of the case;
- the substance of the consent of the parties on the merits of the dispute;
- the manner of enforcement and duration of the Conciliation Agreement;
- the signature of the Banking Ombudsman.

40.3. The Conciliation Agreement is enforced under the principles of voluntariness and good faith of parties.

Article 41. Decision of Banking Ombudsman on the merits of dispute

41.1. If the Conciliation Agreement can not be achieved between parties as a result of the settlement of a dispute, the Banking Ombudsman shall decide on the merits of the dispute.

41.2. The decision on the merits of the dispute shall specify the followings:

- the name of the Banking Ombudsman;

- the place and date of signature of the decision;
- the name of the parties (surname, first name, father name) and their places (address of residence);
- the information on the representatives of the parties (if applicable) with indication of their competences;
- merits of dispute
- the short presentation on the circumstances of case, statement and explanations of persons attending the settlement of case;
- the circumstances of case identified by the Banking Ombudsman, analysis and assessment of examined proofs;
- the decision on acceptance or refusal of stated claims;
- the signature of the Banking Ombudsman;

41.3. The decision on the merits of the dispute shall be rendered in writing within the period no longer than 30 (thirty) days from the date of the completion of dispute settlement, and signed by the Banking Ombudsman.

41.4. The decision on the merits of the dispute shall be enforced under the principles of voluntariness and good faith of parties.

Article 42. Cancellation of dispute without settling dispute on its merits

42.1. If an act settling the dispute on its merits is not adopted, proceedings on the case shall be cancelled by the adoption of a respective decision by the Banking Ombudsman.

42.2. The decision on cancellation shall be rendered particularly in the cases of:

- the applicant withdraws its request;
- the condition necessary for considering and settling dispute on its merits does not exist, as well as due to non-action of an applicant, the case is not considered for more than three months;
- as referred in Article 34 of this Regulation;

42.3. If a case-law on the merits of the case is not accepted and the case is dismissed by the Bank's Ombudsman, the parties may apply to the court for the elimination of the existing dispute.

Article 43. Correction of errors in acts of Banking Ombudsman

43.1. Either party within 10 (ten) days from the receipt of the copy of the Banking Ombudsman's act can, notifying the other party independently or through the Secretariat of the Banking Ombudsman, request from the Banking Ombudsman:

- the correction of errors incurred in the act;
- to give an interpretation to the act or any part of it

43.2. The correction of mathematical and technical errors and interpretations should not revise the substance of acts.

43.3. The Banking Ombudsman is obliged to consider the request of a party and adopt a relevant order within 15 (fifteen) days from the receipt of the request regarding the satisfaction one of the actions referred in paragraph 43.1 of this Regulation.

43.4. The manifest errors or inaccuracies can be corrected with the order of the Banking Ombudsman upon the request of a party or on the initiative of the Banking Ombudsman.

43.5. The order of the Banking Ombudsman on the correction of errors, inaccuracies and interpretation is an integral part of the Banking Ombudsman's act.

Article 44 Record keeping of cases

44.1. The considered case shall be given to the Secretariat of the Banking Ombudsman for keeping records within five working days from the act finalising the examination of disputes is adopted and cleared in writing.

44.2. If the examination of a dispute is held in a place other than the seat of the Banking Ombudsman, the materials of considered case shall be mailed to the address of the Banking Ombudsman's seat or provided in other way ensuring the confidentiality of case's materials.

44.3. Materials of a completed case shall be kept in the archive of the Banking Ombudsman for at least five years under the restricted access to strangers. The access to the mentioned materials is allowed by the permission of the Banking Ombudsman in accordance with the relevant legislation. A copy of the original documents obtained from the bank during the investigation may be returned to the bank and to keep a copy in the Bank Ombudsman.

Article 45 Publication of acts of Banking Ombudsman

45.1. The acts of the Banking Ombudsman can be published only by the decision of the Banking Ombudsman. In doing so observing commercial and banking secret shall be ensured. The Banking Ombudsman can preclude the publication of other information provided in acts in pursuit of the interests of parties.

45.2. The Banking Ombudsman shall have a right to publish the information on disputes considered by it, including a right to publicize such information.

45.3. The Banking Ombudsman provides bulletins on the practice of consideration of disputes to banks which have signed the Statement on Submission of Disputes with Participation of Customers of Banks- Natural Persons to Consideration of the Banking Ombudsman.

**Annex I to the Regulation of Banking
Ombudsman**

STATEMENT

**On Submission of Disputes with Participation of Customers of Banks - Natural Persons to
Consideration of Banking Ombudsman**

(Full name of the Bank) (hereinafter – the Bank) acting upon *(document authorizing the activity)*, represented by *(position, surname, first name, father name)* consents to the consideration of disputes with its customers who are natural persons by the Banking Ombudsman in accordance with the Statute on Banking Ombudsman and Regulation of Banking Ombudsman;

Grants the Banking Ombudsman the right to give suggestions on the settlement of considered disputes;

The Bank allows the Banking Ombudsman to process any information acquired by it during the consideration of above-mentioned disputes, as well as to publish the adopted decision and information on disputes in accordance with Article 7 of the Statute on Banking Ombudsman.

The Bank expresses its willingness to enforce decisions adopted by the Banking Ombudsman based on the principles of **voluntariness and good faith**.

The actual address of the Bank for the delivery of materials of a dispute considered by the Banking Ombudsman: _____.

Position
Surname, first name, father name

Signature

LS

« ___ » _____ 201__

**Annex II to the Regulation of Banking
Ombudsman**

APPLICATION

**For Submission of Disputes between a Natural Person and Bank to Consideration of
Banking Ombudsman**
(Carefully read the "Regulation of Banking Ombudsman" before filling out the application)

Information about the complainant:

Surname: _____

Name: _____

Father's name: _____

Place and date of birth (gün, ay, il): _____

Serial number and number of identity card (passport): _____

Registered address: _____

Mailing address: _____

Contact phones: _____

E-mail: _____

(All necessary information will be sent to you via this email)

Authorized personing the complainant *:

* (If the application is filled by a power of attorney by another person)

Surname: _____ **Name:** _____

Address: _____

Contact phones: _____

Mailing address: _____

E-mail: _____

Name of the complaint bank (and branch name): _____

The date of the application letter to the bank regarding the substance of the complaint (requirement) before filing an application _____

(if has not applied to the Bank, can not be appealed to the Bank Ombudsman)

The date of the reply letter from the Bank (if applicable) _____

The date of the matter raised in the application _____

(If 2 (two) years have passed since the origin of the motive, can not be appealed to the Bank Ombudsman)

Have you applied to the court with complaint motive?

(If the answer is YES, can not be appealed to the Bank Ombudsman)

YES

NO

Is the complaint about a bank that has already been closed or terminated?

(If the answer is YES, can not be appealed to the Bank Ombudsman)

YES

NO

Was the complaint reviewed by the Bank's Ombudsman before?

(If the answer is YES, can not be appealed to the Bank Ombudsman)

YES

NO

Is the complaint motif related to the general banking business, the type of banking service and price policy?

(If the answer is YES, can not be appealed to the Bank Ombudsman)

YES

NO

Dispute motive (It is important to write the subject of the dispute in a concise, concrete, clear form, including the facts and dates)

Your bank request _____

(if your motive and request are complete and unclear, additional documents and evidence may be required from the applicant, which may lead to the length of your research. If you need more space for the motive complaint, you can add it to an additional blank paper.)

The attached documents: (each of which you think is related to the issue can be added with the number of sheets)

Documents:	Number of sheets:
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____
6. _____	_____
7. _____	_____
8. _____	_____
9. _____	_____
10. _____	_____

I declare:

- The above mentioned information is correct;
- I agreed, the consideration of the dispute by the Bank Ombudsman in accordance with the "Regulations of the Banking Ombudsman" and the "Statute on Banking Ombudsman", also I allow the Banking Ombudsman to process private information acquired during the consideration of the above-mentioned dispute in accordance with the applicable legislation of the Republic of Azerbaijan, as well as to publish the adopted decision and information on dispute;
- I declare that I will demonstrate voluntariness and good faith in the implementation of any decision of the Bank Ombudsman!

Surname and name: _____ **Signature:** _____

Date _____

**Annex III to the Regulation of Banking
Ombudsman**

Conciliation Agreement ____ №

On dispute considered by Banking Ombudsman

_____ city (palce of consideration) " ____ " _____ year

This Conciliation Agreement (hereinafter – the Agreement) was concluded on " ____ " _____ year on the dispute considered by the Banking Ombudsman

between _____
(name, tax registration number, state registration number, place of the organisation)

Operating under _____
(charter, power of attorney, statute)

Represented by _____
(position of the executive, surname, first name, father name)

and the customer _____
(surname, first name, father name, place of residence, pasport details of the customer)

1. The Banking Ombudsman has considered the dispute

_____ (indicate the object of the dispute)
in the amount of _____ (_____) manat between the Parties to this Agreement arising from _____
(short description of the grounds of the case)

2. As a result of the consideration of the dispute the Parties have agreed on the following:

2.1. The Party _____ undertakes the obligation of _____ in the amount of (number, quantity) _____ (or other conditions of the Party's obligation) to the Party _____ within the period of _____, and the Party _____ undertakes the obligation of _____ in the amount of (number, quantity) _____ (or other conditions of Party's obligation) to the Party _____ within the period of _____.

2.2. The Party _____ has a right to _____ from the Party _____ within the period of _____ in the amount of (number, quantity) _____ (or specify other rights of the Party).

3. This Agreement should be implemented based on the principles of voluntariness and good faith of the Parties.

4. This Agreement enters into force from the moment of its conclusion.

5. This Agreement shall continue its force until the date of the adequate performance of the obligations by the Parties.

6. This Agreement can be terminated or amended upon the consent of the Parties or the request of either Party. Equally, the Agreement shall be cancelled premature in the following circumstances:
 - the customer has dies or the operation of the bank is cancelled;
 - the Agreement is cancelled by the decision of court;
7. If the dispute between the Parties arises in respect of the implementation of this Agreement, the Parties will take all measures to resolve it through negotiations.
8. The Parties undertake not to disclose any information related to the Agreement or to its implementation without the written consent of the other Party, excluding the cases when the provision of information is required in accordance with the legislation of the Republic of Azerbaijan.
9. Excluding the other cases provided by the Agreement, the Parties are governed by the legislation of the Republic of Azerbaijan. .
10. All written notifications shall be sent to
 the address of _____ in respect of the customer,
 the address of _____ in respect of the bank.
11. The Parties inform each other in writing when there are changes in surname, first name, father name, name, address, detailes and in case of the reorganisation, within 10 days.
12. This Agreement is done in equally authentic 3 copies- one copy for each Party, and one copy for the Banking Ombudsman.
13. Addresses and banking details of the Parties:

The Customer _____

The Bank _____

14. Signature of the Parties:

The Customer

The Bank

Signature

Signature

LS