

Privacy Policy **concerning activities aimed at credit and loan operations¹**

Effective as of: 07 January 2025

1. General provisions

Dear Data Subject, please be informed that you can find detailed information on the processing of your personal data by Raiffeisen Bank Zrt. (the "Bank") as a controller in our [General Privacy Policy](#), available in the Bank's website; however, we think it is also important that we describe in detail some distinguishing characteristics of this kind of data processing.

1.1. Controller: Raiffeisen Bank Zrt. and its subsidiaries (collectively, the "Bank" or "Banking Group").

Members of the Hungarian Banking Group (for detailed information on the group members, see [this link](#)):

- Raiffeisen Bank Zrt. (registered office: 1133 Budapest, Váci út 116-118.)
- Raiffeisen Investment Fund Management Zrt. (registered office: 1133 Budapest, Váci út 116-118.)
- Raiffeisen Corporate Lízing Zrt. (registered office: 1133 Budapest, Váci út 116-118.)

1.2. Contact details of the Bank's data protection officer



In writing, in the form of a letter sent to the address Raiffeisen Bank Zrt. Budapest 1700



In-person at any branch of Raiffeisen Bank



Electronically by an e-mail sent to the address info@raiffeisen.hu



On the phone, at phone number 06-80-488-588

The Bank's data protection officer is dr. Gergely Balázs.

2. The purpose, legal basis and duration of processing

The Bank is one of the key players of the Hungarian financial market that provides universal services. Its reliable operation rests on the expertise of its staff, the high-level service offered to the customers, and a well-capitalised shareholder background.

¹Credit and loan operations:

a) "credit granting" shall mean a commitment fixed in writing in a credit agreement between the creditor and the debtor for the availability of a specific line of credit in return for a commission, as well as the creditor's commitment, subject to specific contractual conditions, to conclude a loan agreement or conduct other credit operations,
b) "lending money" shall mean:
ba) the provision of money under a credit or loan agreement between the creditor and the debtor that is to be repaid by the debtor—with or without interest—at the time specified in the contract,
bb) all agreements that concern the purchase of securities and their reconveyance by a predetermined date, in which the securities to which the contract pertains serve the buyer (creditor) as collateral security for the consideration where, during the time of the transaction, they may be neither disposed of nor encumbered in another transaction,
bc) an operation involving the buying and selling of independent liens under the Act on Mortgage Loan Companies and Mortgage Bonds,
bd) the provision of secured loan, and
be) group financing.

Upon the Customer's request, the Bank provides credits and loans to natural and legal person customers (the "**Customer**"). As a precondition for a meaningful evaluation of the Customer request, the Customer should provide the Bank with the necessary information, data and documents requested by the Bank concerning his/her economy and financial situation, pay the credit evaluation fee and other commissions (where applicable), as well as offer adequate collateral securities (e.g. real estate), certifying their existence with appropriate documents for the Bank.

In accordance with Art. 6 (40) c) of Act CCXXXVII of 2013 on Credit Institutions and Financial Enterprises (the "**Banking Act**"), financial services incidental to credit and loan operations comprise among others activities in connection with checking the creditworthiness of borrowers, drafting credit and loan agreements, keeping records on, monitoring and controlling outstanding loans, and recovery operations.

Furthermore it is also possible at the Bank to apply for credit card and additional cards (the "**Credit Card Service**"), as well as for credit lines linked to bank accounts (the "**Credit Line**"), which is also initiated by the Customer at the Bank, and which process also includes the steps of credit request, credit evaluation, the preparation and performance of the contract, and recovery.

Considering that the above measures and processes involve data processing, the Bank informs its Customers, as well as other natural persons involved in credit and loan operations (the "**Data Subject**"), of the processing of personal data in relation to the provision of credits and loans and the Credit Card Service, as presented below.

The laws applicable to the Bank and its activity in the context of the provision of credits and loans and the Credit Card Service prescribe numerous types of data processing that are not connected specifically to the services described in this Policy, but to all services provided by the Bank, therefore these—including in particular the obligation of identification as per the Money Laundering Act, and data processing at the KHR—in addition to those described in this Policy, shall be governed by the provisions of our [Privacy Policy for the Processing of Special Categories of Data](#).

The table below includes the types of processing related to both the provision of credits and loans and the Credit Card Service; where the processing applies to one service type only (e.g. only to the Credit Card Service), this is indicated accordingly.

Type of processing	Processing purpose	Legal basis of processing	Retention period
Procedure for the provision of credit or loan, or Credit Card or Credit Line service, initiated by the Data Subject at the Bank (credit request)	Conduct of procedure for the preparation of a contract concerning the service as per Art. 3 (1) b) of the Banking Act, with a view to its possible conclusion.	Performance of contract Art. 6 (1) b) of GDPR	If the contract is concluded, 8 years from the cessation of the contract or the claim in accordance with Art. 56-59/A of the Money Laundering Act and Art. 169 of the Accounting Act. In the case of unrealised contracts, retention period is 5 years from the recording of the data as per Art. 166/A of the Banking Act.
Credit evaluation and the related risk management and analysis	Risk management—including risk analysis, risk mitigation and evaluation, and debtor, transaction and creditworthiness rating—in order to meet the obligations as per Art. 98 (1)-(2) and Art. 99 (3) of the Banking Act, and Government Decree 361/2009 (XII.30.).	Performance of legal obligation Art. 6 (1) c) of GDPR	If the contract is concluded, 8 years from the cessation of the contract or the claim in accordance with the Money Laundering Act and the Accounting Act. In the case of unrealised contracts, retention period is 5 years from the recording of the data as per Art. 166/A of the Banking Act.

Type of processing	Processing purpose	Legal basis of processing	Retention period
Performance of contract for the provision of credit or loan between the Data Subject (as one of the parties) and the Bank	Preparation, conclusion and performance by the Bank of a contract for the provision of credit or loan as per Art. 3 (1) b) of the Banking Act, enforcement of the provisions of the contract, communication in the context of the contract.	Performance of contract Art. 6 (1) b) of GDPR	8 years from the cessation of the contract or the claim in accordance with the Money Laundering Act and the Accounting Act. In the case of unrealised contracts, retention period is 5 years from the recording of the data as per Art. 166/A of the Banking Act.
Customer due diligence as per the Money Laundering Act in the context of the credit or loan transaction (including its initiation by the Data Subject)	Performance of legal obligation as per Art. 6 and Art. 7 of Act LIII of 2017 on the Prevention and Combating of Money Laundering and Terrorist Financing (the " Money Laundering Act ").	Performance of legal obligation Art. 6 (1) c) of GDPR	8 years from the cessation of the contract or the claim in accordance with the Money Laundering Act and the Accounting Act. In the case of unrealised contracts, retention period is 5 years from the recording of the data as per Art. 166/A of the Banking Act.
Performance of obligation to provide information	Compliance with the obligation to provide information to the Customer as per the laws governing for the Bank, including in particular the information to be provided prior to borrowing as per Act CLXII of 2009 on Consumer Credit.	Performance of legal obligation Art. 6 (1) c) of GDPR	8 years from the cessation of the contract or the claim in accordance with the Money Laundering Act and the Accounting Act. In the case of unrealised contracts, retention period is 5 years from the recording of the data as per Art. 166/A of the Banking Act.
Provision of reference data from KHR	Performance of legal obligation under Art. 5 (2) and (7) of Act CXXII of 2011 on the Central Credit Information System (the " KHR Act ").	Performance of legal obligation Art. 6 (1) c) of GDPR	8 years from the cessation of the contract or the claim in accordance with the Money Laundering Act and the Accounting Act. In the case of unrealised contracts, retention period is 5 years from the recording of the data as per Art. 166/A of the Banking Act.
Processing of reference data by KHR	Processing by the financial enterprise operating the KHR system of the reference data as per Chapter II, Sections 1.1 and 1.2 a)-d) and k) of the Act, transmitted to the KHR in relation to the contract after the conclusion of the same under Art. 5 (2) of the KHR Act (in accordance with the information provided to the Customer as per Art. 9 (1)-(2) of the KHR Act).	Consent of Data Subject Art. 6 (1) a) of GDPR	For maximum 5 years following the cessation of the contractual relationship or until the withdrawal of consent, whichever is the earlier.

Type of processing	Processing purpose	Legal basis of processing	Retention period
In case of a request for Family Housing Allowance (CSOK), specific data processing activities as defined by the legislation.	Processing of data as per the law in case of a loan application and borrowing under Government Decree 16/2016 (II.10.) on housing support connected to the construction and purchase of new apartments, and Government Decree 17/2016 (II.10.) on family housing allowance available for the purchase and extension of used apartments.	Performance of legal obligation Art. 6 (1) c) of GDPR Consent of Data Subject Art. 6 (1) a) of GDPR	8 years from the cessation of the contract or the claim in accordance with the Money Laundering Act and the Accounting Act. In the case of unrealised contracts, retention period is 5 years from the recording of the data as per Art. 166/A of the Banking Act.
In case of a request for baby loan, specific data processing activities as defined by the legislation.	Provision of loans in accordance with Government Decree 44/2019 (III.12.) on baby loan, credit assessment, and the performance of specific data processing activities as stipulated by the legislation.	Performance of contract Art. 6 (1) b) of GDPR Consent of Data Subject Art. 6 (1) a) of GDPR	8 years from the cessation of the contract or the claim in accordance with the Money Laundering Act and the Accounting Act. In the case of unrealised contracts, retention period is 5 years from the recording of the data as per Art. 166/A of the Banking Act.
In case of a request for labour loan, specific data processing activities as defined by the legislation.	Provision of loans in accordance with Act LVII of 2024 on Labour Regulations and Government Decree 372/2024 (XI.29.) on Detailed Rules of the Labour Loan, credit assessment, and the fulfilment of legal obligations as set out in the legislation.	Performance of legal obligation Art. 6 (1) c) of GDPR	8 years from the cessation of the contract or the claim in accordance with the Money Laundering Act and the Accounting Act. In the case of unrealised contracts, retention period is 5 years from the recording of the data as per Art. 166/A of the Banking Act.
Notarisation	In case of certain products, the Bank requires the customer to have the contract or the document including the debtor's unilateral commitment notarised, and submit the notarised document to the Bank. The purpose of this is to make sure that in the event of the debtor's default an order for enforcement may be obtained for the claim included in the contract, whereby it becomes immediately enforceable.	Performance of contract Art. 6 (1) b) of GDPR Legitimate interest Art. 6 (1) f) of GDPR	8 years from the cessation of the contract or the claim in accordance with the Money Laundering Act and the Accounting Act. In the case of unrealised contracts, retention period is 5 years from the recording of the data as per Art. 166/A of the Banking Act.
Processing of special categories of personal data where the data subject is hearing impaired or deaf, upon the data subject's express request	In order to facilitate and promote the use of financial services provided by the Bank—including in particular in the course of the data reconciliations and the management of other notices necessary for the preparation and conclusion of the contract and the recording of the individual orders, and (if the data subject has given such	Consent of Data Subject Art. 6 (1) a) of GDPR Art. 9 (2) a) of GDPR	Until the withdrawal of consent, but maximum until the end of the general prescription period as per the Civil Code (5 years).

Type of processing	Processing purpose	Legal basis of processing	Retention period
	instructions) in the interest of the appropriate handling of personalised calls serving marketing and advertisement purposes—the Bank processes the fact of the data subject's hearing impairment or deafness as a special category of personal data.		
Processing of the personal data of minors	In the scope of the conclusion and the performance of the contract, on account of statutory requirements it is necessary that the Bank inevitably processes the data of minors as well (e.g. data included in the land register).	Performance of contract Art. 6 (1) b) of GDPR	8 years from the cessation of the contract or the claim in accordance with the Money Laundering Act and the Accounting Act. In the case of unrealised contracts, retention period is 5 years from the recording of the data as per Art. 166/A of the Banking Act.
Processing of the data of contact persons and the representatives of companies	Representation of the company and contact maintenance in respect of non-natural-person customers in the context of the conclusion and performance of the contract.	Legitimate interest Art. 6 (1) f) of GDPR	Until the end of the general prescription period as per the Civil Code (5 years).
Processing related to debt management (details of this type of processing are regulated in the Privacy Policy for the Processing of Special Categories of Data)	The Bank tries to recover its outstanding receivables arising from the contract—debts unpaid by the customer which have already become due and payable in whole or in part—by communication with the customer, possibly with a bridging solution and reconciliation, demands for payment, etc.	Performance of contract Art. 6 (1) b) of GDPR Legitimate interest Art. 6 (1) f) of GDPR	8 years from the cessation of the contract or the claim in accordance with the Money Laundering Act and the Accounting Act. In the case of unrealised contracts, retention period is 5 years from the recording of the data as per Art. 166/A of the Banking Act.
Processing of voice and image recordings in the scope of the use of the VideoBank² service³	Customer identification, in case of a new Customer customer due diligence, online banking, opportunity to conclude contracts.	Performance of contract Art. 6 (1) b) of GDPR Art. 56-59/A of Money Laundering Act	Contractual declarations, and the related documentation (including image and voice recordings) are retained for 8 years from the cessation of the contract or the claim arising from the contract, and the customer's identification data and contact details and the data related to customer due diligence are retained for 8 years from the termination of the customer relationship.

²VideoBank is an electronic channel of the Bank through which the clientele specified in the [Announcement concerning the VideoBank electronic channel](#) is entitled to use the services specified in such announcement. The range of the services is continuously enlarged by the Bank, of which the Customers are informed in the aforementioned Announcement. The Bank's General Business Conditions (including in particular the rules governing for electronic services) are governing for the VideoBank channel as well. For further information on the VideoBank service, see the [Privacy Policy concerning the VideoBank service](#).

Type of processing	Processing purpose	Legal basis of processing	Retention period
Logging and monitoring by the Bank of activities in the Bank's online platforms, including in particular the Online Personal Loan (OSZK) platform	The Bank monitors and logs the Customers' online activities with a view to the making of the declarations necessary for the conclusion of the contract, as well as the provision of technical assistance to the customers, error correction, complaint handling, and the improvement of service quality.	Performance of legal obligation Art. 6 (1) c) of GDPR Performance of contract Art. 6 (1) b) of GDPR Legitimate interest Art. 6 (1) f) of GDPR	8 years from the cessation of the contract or the claim in accordance with the Money Laundering Act and the Accounting Act. In the case of unrealised contracts, retention period is 5 years from the recording of the data as per Art. 166/A of the Banking Act. Data relating to complaint handling are also retained for 5 years in accordance with the Banking Act.
Non-performance, termination, obtainment of order for enforcement	In the case of non-performance, the Bank has the right to apply the legal consequences as per the provisions of the contract, i.e. to terminate the contract and forward the notarised contract or acknowledgement of debt and the related documents to the notary public so that the notary can furnish them with an order for enforcement.	Performance of contract Art. 6 (1) b) of GDPR Legitimate interest Art. 6 (1) f) of GDPR	8 years from the cessation of the contract or the claim in accordance with the Money Laundering Act and the Accounting Act. In the case of unrealised contracts, retention period is 5 years from the recording of the data as per Art. 166/A of the Banking Act.
Debt sale	The Bank may sell or assign already past due claims—or claims rendered due and payable—that are unpaid by the customer to debt management companies.	Performance of contract Art. 6 (1) b) of GDPR Legitimate interest Art. 6 (1) f) of GDPR	8 years from the cessation of the contract or the claim in accordance with the Money Laundering Act and the Accounting Act. In the case of unrealised contracts, retention period is 5 years from the recording of the data as per Art. 166/A of the Banking Act.

The withdrawal of consent will not affect the lawfulness of any earlier data processing performed under such consent. Customers and prospective customers are entirely free to decide whether to give their consent or not, therefore you may at any time change or withdraw your consent without limitation or without any reason given, free of charge.

3. The categories of processed data

- Identification and address data (including photocopies made of these, to the extent permitted by the law) and contact details of the Data Subject involved in the contract (debtor, co-debtor, guarantor, pledgor, owners of real estate, Customer's family members, additional cardholder, contact person, etc.).
- Data of the requested credit/loan.
- Additional personal and other data related to the credit request and credit evaluation and the conclusion of the contract (for example data concerning incomes and property, collateral securities, education level, qualifications, household members, dependents, tax identification number, national identification number, etc.).
- Instruments, certificates and documents (e.g. income certificate) provided to the Bank for the purposes of the credit evaluation.

- Notarial deed (where notarisation is a precondition for the validity of the contract or the provision of the loan).
- Special categories of personal data that might be necessary on account of an insurance requested for the credit, and the documents including such data.
- Data content of the copy of the declaration concerning the fulfilment of the Bank's obligation to inform the Customer.
- In the case of service contracts related to real estate lending, the contract concerning the sale, rental, etc. of the relevant real estate, documents relating to the ownership of the real estate, other documents and statements, and the data included in these.

Data necessary in relation to state subsidies, if any (e.g. Family Housing Allowance).

- **In the case of Family Housing Allowance (CSOK), the following documents are needed additionally:**
 - Documents related to the application for the allowance
 - Completed application form for family housing allowance
 - If besides the requested allowance the loan is taken at another credit institution, loan commitment issued by the credit institution providing the loan
- **Documents related to the persons receiving the allowance**
 - Valid tax certificate.
 - Marriage certificate (in the case of a married couple).
 - Certificate issued by the competent district office of the metropolitan and county government office fulfilling health insurance fund tasks—not older than 30 days on the date of submission of the application—concerning the insurance relationship as per Art. 5 of Act LXXX of 1997 on the Eligibility for Social Security Benefits and Private Pension and the Funding of These Services, or certificate of full-time studies conducted at a secondary educational institution or at an institution of higher education (social security certificate, or certificate of full-time student status at secondary or tertiary educational institution).
 - If on the basis of his or her money earning activity the applicant fell within the scope of the social security system of another state that is party to the Agreement on the European Economic Area, a certified Hungarian translation of the certificate issued by the competent foreign authority evidencing this.
 - In the case of care allowance, final and effective decision of the metropolitan and county government office establishing the care allowance.
 - Certificate of good conduct.
 - Joint tax clearance certificate not older than 30 days issued by the tax authority.
- **Documents related to children on account of whom the allowance is given**
 - Children's valid ID card (if they have one, mandatory above 14 years of age), address card and tax certificate.
 - Certificate issued by the district office to the effect that the young married couple applying for the allowance does not have a loan agreement advancing the housing benefit (in the case of a young married couple).
 - As regards the minor children of divorced parents, final and effective judgement of the court certifying child custody.
 - As regards adopted children, the permitting decision of the guardianship authority.
 - As regards the children concerned, the seconding resolution of the guardianship authority certifying an existing guardianship.
 - Pregnancy care booklet certifying the completed 12th week of pregnancy in respect of any embryo(s) concerned (in the case of pregnancy).

- In respect of any children concerned, certificate by the medical expert body on becoming a disabled person (in the case of a disabled child).
- Where Aid Recipient I and/or Aid Recipient II has previously taken any non-repayable housing state allowances, the relevant contract.
- **Documents related to the real estate**
 - Sales contract not older than 120 days on the date of submission of the application (except in the case of an allowance requested for children born subsequently).
 - Certified copy not older than 30 days of the land register extract.
 - Order for an appraisal by an appraiser accepted by the Bank, with a dimensioned floor plan attached, or in the case of a detached, semi-detached or row house an official site plan or ordnance survey not older than 90 days is also needed.
 - Certificate of occupancy issued on 1 July 2008 or later, or official certificate evidencing the acknowledgement of occupancy (in the case of the purchase of a new real estate already having a certificate of occupancy).
 - In the case of the purchase of a new real estate that has no certificate of occupancy, final and effective building permit, planning application documents, and additionally in the case of the purchase of a new apartment the deed of foundation of the apartment house, and floor plan.
 - In the case of real estates constituting undivided joint property, agreement for the sharing of the entire area of the apartment—included in a notarised document or a private deed counter-signed by an attorney—that entitles the person receiving the allowance to use the entire area of the apartment.
 - For the purposes of certifying the purchase price of apartments sold within 5 years, sales contract, and documents certifying costs that can be taken into account, when setting off the purchase price (as per Art. 14 (1) f) and Art. 18 of Government Decree 17/2016 (II.10.)) (sales contract of the sold apartment, if another real estate was also purchased, the sales contract of this transaction, in the case of an aid encumbering the sold apartment and repaid from the purchase price, certificate concerning the amount of the repaid aid, in the case of a loan taken for the sold apartment, certificate concerning the prepaid amount, invoice of the agent's commission, bank account statement or other certificate of the payment of the taxes paid in consideration for the sales transaction) (in the case of the purchase of a used apartment, if there was a sold real estate).
 - Certified copy not older than 30 days of the land register extract concerning the residential estate owned by the applicant(s) (in the case of a used apartment, if there is another real estate owned by the applicant).

4. Data processing

The Bank has the right to engage processors for data processing. For detailed information on processors, see the [List of Data Processors](#) and [Annex No. 2 to the General Business Conditions \(Outsource List\)](#).

5. Rights of data subjects

You shall have the right to request information through any of the above communication channels of the Bank at any time about the processing of your personal data, or access such data, and may furthermore request your personal data to be rectified, erased or restricted, and you are also entitled to the right to object to the processing of your personal data. For more details concerning your rights, see the Bank's [General Privacy Policy](#), in the chapter "Rights of the data subjects".

6. Legal remedies

In case you suppose that your rights to privacy have been violated, you may refer to the Bank's Data Protection Officer and inform him/her of the problem related to the Bank's data processing, as well as request information from him/her or ask for his/her opinion.

If you disagree with the opinion of the Bank's Data Protection Officer, but also regardless of that, upon any violation of your rights related to the protection of your personal data, you may refer your complaint to the Hungarian National Authority for Data Protection and Freedom of Information (registered office: 1055 Budapest, Falk Miksa utca 9-11., mailing address: 1363 Budapest, Pf. 9, telephone: +36-1-391-1400, fax: +36-1-391-1410, e-mail: ugyfelszolgalat@naih.hu) for remedy.

In case you suppose that your rights to privacy have been violated, you also have the right to refer to a court. You can bring the action before the court having jurisdiction and venue, that is, the court of the defendant's domicile or, at your choice, the court of the place where you live or reside. You may look up the court having jurisdiction in legal disputes related to data processing at the following link: <http://birosag.hu/ugyfelkapcsolati-portal/illeteksegkereso>.

7. Further information

The Bank shall have the right at any time to change the content of this policy in its sole discretion, without giving any special notice. Such changes are not governed by the provisions of Chapter XIX of the [General Business Conditions](#).

For more detailed information, please refer to the privacy policies available in the website www.raiffeisen.hu under the heading [Data Processing](#), the Bank's [General Business Conditions](#), and the relevant statutory provisions, including in particular the provisions of [Regulation \(EU\) 2016/679 of the European Parliament and of the Council](#) (General Data Protection Regulation or GDPR), and you may as well ask for information through any communication channel of the Bank as detailed above.

For issues that are not regulated—or not regulated in sufficient detail—here, the provisions relevant to this legal relationship of the [General Privacy Policy](#), available in the [Bank's website](#), shall be governing.