Business Ethics in Financial Sector: Case of Romania

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Abstract
In this paper we intend to bring to readers' attention the need for financial education and best practices in the financial sector, their forms of expression and final implications on consumers’ satisfaction of financial products and services with a special focus on the Romanian space.

In order to assess the level of business ethics in Romania we analyzed the number of complaints and litigation in financial sector in Romania during the period 2009-2013, making comparisons by time, space and types of banks providing the service. Thus, we used the information provided by the National Consumer Protection Authority (NCPA) and Romanian Ministry of Justice.

Our study’s results highlight the continuous concerns of Romanian financial institutions to adopt the best practices in relation to consumer, compared to the European average. However, the percentage of complaints regarding the financial products and services from the total and the number of litigation on the issue of the banks’ abusive clauses is alarming. In this regard we note the active involvement of NCPA in protecting consumers’ rights of financial products and services, including the amendment of the Law No.193/2000 on unfair terms in contracts concluded between professionals and consumers, which has brought since 1st of February 2014 extra financial protection for consumers.

Keywords: Financial Education, Best Practices, Complains, Litigation, Abusive Clauses, Financial Product and Services
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1. Introduction
The recent financial crisis has highlighted more than ever the importance of protecting the consumers of financial products and services and the need for financial education, leading

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to a reassessment of financial stability measures and thus to a healthy and sustainable economic and social development.

Financial education has helped consumers of financial services to acknowledge the financial institutions’ abilities to communicate, more or less transparent, the additional information towards signing the financial contracts. Therefore, it gained international recognition and has become in many countries a priority in the long-term financial policies.

André Laboul (2012), the president of OECD International Network for Financial Education, stated that among the main reasons underlying the increasing concerns regarding financial education of consumers of financial services through financial policies adopted, are: the transfer of a wide range of risks to consumers, greater complexity and an accelerated evolution of financial methods and techniques, increasing number of consumers / investors in the financial sector and limiting regulatory competence, which would be the only one able to protect consumers (Financial Education- new edition, 2012, published by Eurofinas, October 2012).

In addition, the consequences of the financial crisis showed that the low level of financial education had an impact on the potential to create additional costs for incurred financial services for the financial markets and shareholders / investors but also for the population as a whole.

The current developments in financial education are addressing to consumer and are designed to reduce risks such as: misunderstanding of various financial products and services and of those marketing materials designed to promote them; supplying of incomplete information conducts to mislead or likely deception, it can also lead to the purchase of products and services which do not meet customers’ needs, thus resulting waste of money, time and resources and it may even be dangerous for consumers. Consumers’ financial education is the mirror image of good practices adopted in the financial sector, whether they are manifested by financial institutions or by the public institutions subordinated to the government having the role of protecting consumers’ interests, either national or international non-profit organizations involved in public education.

2. The role of international organizations in promoting the financial education and the business ethics in the financial sector

The Organisation for Economic Co-operation and Development (OECD) has always shown a major interest to increase the citizens’ level of financial education. Thus, in 2002, the OECD initiated an extensive project to ensure the citizens’ financial literacy, among developing countries, highlighting the potential consequences of citizens’ low level of financial education. This project has been served by two major OECD committees: Committee on Financial market-CMF and the Insurance and Private Pensions Committee-IPPC.

The cornerstone in financial education consists in adopting The recommendations and principles of best practice in financial education, by the OECD in 2005 (OECD, 2005).

Recognizing the need for increased financial literacy among citizens, in 2008 OECD created International Network on Financial Education Body (INFE) in order to develop and
convey best practices in finance. Today, (according to PISA 2012) over 200 public bodies from over 90 countries joined the network.

OECD (2005) defines financial education as "the process by which financial consumers / investors develop their understanding of financial concepts and products and through information, instruction and / or objective advice develop the ability to become more aware of financial risks and opportunities, to make informed choices, to know where to ask for help, to know what other measures should be taken in order to improve their financial well-being”.

Financial Education is defined by PISA 2012 as "the knowledge and understanding of financial concepts and risks and the skills, motivation and confidence one has to possess as to apply such knowledge and understanding, in order to take effective decisions in a number of financial contexts, in order to improve the financial well-being of individuals and society and to enable the participation in economic life.”

Starting from the definition of financial education, various authors have been concerned with determining the citizens' level of financial education based on variables defining the concept of financial education, such as: a) a specific form of knowledge, b) the ability or skills to apply this knowledge, c) the perception of knowledge, d) a good financial behavior, and even e) financial experiences (Hung et al., 2009).

Financial education helps financial services consumers to acknowledge and thoroughly understand their rights in relation to their procured financial products and services, being able to ensure that by signing a contract, there is no subversive channel to transfer risks from the seller to the buyer.

Following a special interest acquired after the unfortunate experience of the economic crisis that broke out in 2007, in connection with financial situation and problems financial services consumers may face, on World Consumers’ Rights Day in 2012, the theme chosen by the Commission was “Our money, our rights”. This day was celebrated for the first time on March 15th, 1962, when U.S. President J.F. Kennedy, listed the top four consumer rights: the right to safety, the right to information, the right to choose products or services and the right to be heard.

Consumers’ financial education is directly related to the best practices that the financial sector have in relation with the consumer. The more consistent best practices are, more numerous the levers to gain a higher level of consumers’ financial education will be and therefore the objectives in this regard are more easily achieved.

Following the recommendations of the World Bank (2010), when providing the customer with financial products and services, the good practices adopted in the financial sector should also ensure:

- Transparency, by ensuring an adequate and comparable price information, terms and conditions (and inherent risks) of financial products and services;
- Choosing to ensure fair, non-coercive and reasonable practices when selling and promoting products and financial services and to collect payments;
- Enforcing, by providing quick and inexpensive mechanisms for addressing complaints and resolving disputes;
- Privacy, by ensuring the control over the access to personal financial information.
3. Global assessment of best practice’s adopting level in the Romanian financial sector. Some comparisons with the others European Union countries

Among the responsibilities of financial institutions in relation with financial products and services consumers are concerns regarding consumers’ financial education by adopting the best practices for them. The level of best practice adoption in the financial sector is different in EU countries, hence a different financial culture from one country to another is highlighted and thus differentiated financial risks for financial services consumers in various countries are generated.

Next, we intend to present a study of the European Commission (2012) whose aim was assessing the adoption of best banking practices in European Union countries (EU 27 plus Norway). In this study, the good banking practices are followed and analyzed by the following types of banks’ initiatives as follows:

- **a)** The existence of glossaries or terms standards by which banks have to present and explain the interest and fees’ typology that they charge for their financial services;
- **b)** Relative measure of the degree of reporting information about the costs of financial services: for example, an obligation to communicate interest and fees lists monthly / annually, standard tables presenting bank charges, etc;
- **c)** Comparative tools: costs lists (commissions and fees) from various banks for various banking services and interactive tools;
- **d)** Financial education and information initiatives;
- **e)** Enforcement actions: recommendations, fines;
- **f)** Market studies and other initiatives: ongoing or occasional comparative studies, financial operators’ scorings, mystery shopping, etc.

The main results of the study identify in 27 EU countries plus Norway, a number of 486 initiatives that are distributed on types of best practices initiatives, according to Graph no. 1. In Romania, there were identified a number of 21 good practice initiatives and their distribution by types of initiatives is reflected in the Graph no. 2. Further on, the figures no. 1 and 2 are showing the distribution of banking practice initiatives compared to the distribution of shares enforcement actions in EU countries.

Graph no. 1: Structural distribution of banking practice initiatives, on an EU standard basis

Graph no 2: Structural distribution of banking practice initiatives for Romania

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2 Mystery shopping is a tool for assessing the customer services through a process involving a "mystery shopper." In Romania the tool is known as incognito evaluation or under cover evaluation.

For the European Union countries (EU 27 plus Norway), in terms of typology, the banking practice initiatives’ analysis highlights the following conclusions:

a) The average number of banking practice initiatives on a European country level is of 17.4 initiatives. Larger states such as Germany, Estonia, France, Italy and the UK tend to have a higher number of initiatives compared to smaller countries, except for Poland which is below the European average. Some small and medium-sized countries such as Belgium, Czech Republic, Greece, Hungary and Portugal are in this regard above the European average.

b) Financial information and education as well as comparative tools are the most used best practice initiatives on EU average level (with a percentage of total initiatives of 27%, respectively 26%). In some countries such as Germany, Poland and the UK the number reaches almost 50% for comparative tools and in Estonia, Greece and Sweden, for financial information and education initiatives.

c) Market studies (15%) and glossaries (13%) occur with close frequencies on EU average level;

d) The least used initiatives on European average level are public dissemination initiatives of lists concerning bank service costs (10%) and enforcement actions (9%).

e) The countries with a relatively high number of enforcement actions (over 12% in all initiatives) are: Austria, Denmark, Finland, France, Ireland, Italy, Poland, Bulgaria and Slovenia.

In what Romania is concerned, the number of good practice initiatives is slightly higher (21 initiatives) than the European average (17.4 initiatives). Similar to the European average’s case is that of financial information and education as well as comparative tools’ case that in Romania is slightly over 50% from the total number of initiatives. Market studies are more numerous than the European average for market studies (19% compared to the European average of 15%). Initiatives to disseminate bank costs’ lists are the lowest compared to other types of initiatives, the number of such initiatives hovers just below the European average (5% compared to the European average of 10%). In what constraints in Romania are regarded (number of recommendations, fines), they are above the EU average (with a percentage of enforcement actions of 10% from the initiatives’ total compared to the EU average of 9%).

In Romania, the framework for adopting best financial practice and also for the right to take enforcement action is provided by the National Bank and the Romanian National Authority for Consumers’ Protection, having as a general foundation the following legal provisions: OG 21/1992 on consumer protection, republished (2) with subsequent amendments, Law 298/2004 on the legal regime for consumers’ credit agreements, in this case the consumers being natural persons, Joint Order NCPA and Romanian National Bank 231/2005 from 04.07.2005 on approval rules for the application of Law 289/2004 on the legal regime for consumers’ credit agreements (once again applied to natural persons), Law 148/2000 on advertising, with subsequent amendments, Law 193/2000 on unfair terms in contracts concluded between traders and consumers, reprinted (2) as amended and supplemented; Ordinance 51/1997 on leasing and leasing companies, as amended and supplemented; Decision. 105/2007 concerning the processing of personal data carried out in systems such as credit bureaus, OUG 50/2010 on credit agreements for consumers, approved by Law 288/2010.
According to the president of the National Association for Consumers’ Protection and Promotion of Programs and Strategies from Romania (Mierlea, 2012), most of the problems faced by consumers are in connection with banks, having as object either the cancellation of various clauses from credit agreements or repayment of already paid amounts. OUG no.50/2010 on credit agreements for consumers has in a way or another regulated the market by prohibiting certain taxes and fees imposed by banks. Currently, the only legal fees and commissions are: credit management commission, penalty commission for late payment, advanced repayment commission (only existing in case of fixed interest contracts), single commission for services demanded by the consumers, file analysis commission established in a fixed amount (only if the granting is accepted). The clauses considered abusive are quite diverse, most of them being in regard to increasing interest, perceived risk commission, unilateral change of yearly interest rate, unilateral change in the commissions’ level and the increased interest, construction, rental interdictions, etc., but they also refer to the unilateral declaration of the anticipated due-date and to the grant’s subsequent reimbursement (Sauleanu et al., 2011).

A contractual clause which has not been negotiated directly with the consumer will be regarded as abusive if, by itself or together with other provisions of contract creates, to the detriment of the consumer and contrary to the requirements of good practice, a significant imbalance between the rights and obligations of the parties (Law no.193/2000, art. 4, paragraph 1). In order to implement Law no.134/2010 on Civil Procedure Code, it was adopted Law no. 214/2013 at the end of June 2013, amending the provisions related to abusive terms of Law no.193/2000 on abusive terms in contracts concluded between professionals and consumers, so as the provisions’ coming into force was postponed until February 1st 2014. According to these provisions, the consumers’ protection associations will be able to sue abusive contract clauses. When they will be evaluated as abusive, the professional party (in this case, the bank) will be obliged to remove the clauses from all pending and pre-formulated contracts. Moreover, the cases will be heard and determined at the domicile court of the professional party with a single appeal right to the Court of Appeal.

Thus, if until now the court was able to enjoin the amendment of a clause only for the consumer who filed the lawsuit, according to the new version of Law no. 193/2000, the judges may request the amendment of a clause which is considered unfair in all credit agreements concluded by the bank. In other words, it won’t be necessary for the Romanian customers who consider themselves aggrieved to sue the banks, but, according to the new clause from Law no. 193/2000, if a court has already ascertained a contract to be unlawful, that would imply, basing on the created precedent, the amendment of all outstanding contracts.

The incriminated bank will have to modify all the existing contracts for the customers’ benefit. Of course the Romanian banks are extremely dissatisfied with such a change in the law that gives the aggrieved consumers recovery of judgment causing large losses for them. According to an impact study conducted by the National Bank of Romania, the banks will record losses of approximately 5 billion lei (1.1 billion euros) from the introduction of collective processes on unfair clauses enforced in credit agreements regarding the customer relation and annual losses of approximately 600 million euros (according to Business24 / June 4, 2013).

4. Study on measuring the Romanian business ethics in financial sector, over the period 2009-2013
Objectives

One of the ways of highlighting the best financial practices consists in emphasizing the consumers’ experiences (Hung et al., 2009), which can be represented by discontent, dissatisfaction, disappointment regarding the purchased service, thereby wasting money, resources and time.

Our study aims to measure the consumers’ degree of dissatisfaction / complaint regarding financial products and services.

Data source and research methodology

We consider two successive ways through which financial products and services consumers’ actions of dissatisfaction / complaint could be monitored:

a) First, by identifying and analyzing consumers’ complaints about financial products and services that are registered by the National Authority for Consumers’ Protection (NCPA);

b) Subsequently, if a satisfactory settlement for consumers is not concluded, they could engage in litigation which are settled by courts (judges from across the city where the consumer resides, county courts, the Court of Appeal or the High Court of Cassation and Justice). In this respect, we proceed to an inventory and analysis of these types of disputes.

Data source on the inventory number of consumers’ complaints about financial products and services are collected by using NCPA’s public information in the form of activity reports available on its the website (www.anpc.ro) for the years 2009, 2010 and 2011 (the only ones available). From the information’s investigation contained in these reports of activity on 3 consecutive years, we select as comparable only the information contained in the reports for the years 2009 and 2010 because the 2011 Report of Activity does not offer references on the number of complaints (in various market areas), but only on the controls carried out in different market areas and the involved sanctions. So we can actually compare only the data from the years 2009 and 2010.

Data source on litigation incurred by consumers of financial products and services consists in the public information provided by the Ministry of Justice through the courts’ portal http://portal.just.ro. Through its sections, the website provides the users with specific information and documents referring to the organization and activity of the Romanian judiciary system. The courts’ portal provides public information by respecting the current legislation regarding the protection of personal data.

In this regard we investigated all the files pending before the courts in Romania that were available on the day that we accessed the website (December, 2013) and which were classified as “Litigation with professionals”, covering “unfair terms”.

In what research methodology is regarded, we adopted a qualitative and quantitative research. As qualitative research methods we mention both non-participating and participating observation, comparisons over time and space and graphical methods. According to Krüger (1988), the non-participating observation method has some advantages, because it involves a relatively easy and inexpensive way to obtain information when respondents are not willing to provide it. By doing comparisons in time and space, the participatory aspects of the research and the relevance of the provided information are reflected.

The quantitative research is carried out by quantifying the analyzed aspects, such as: situations on the complaints and pending litigation in Romanian courts and by making comparisons over time, space and by types of complaints or litigation.
The research results

a) By analyzing the financial products and services consumers’ complaints of, which are registered at the National Authority for Consumers’ Protection (NCPA), we obtained the following results:

Graph no. 3: Evolution of consumers’ complaints, according to the market sector in 2009-2010

Over the period 2009-2010, there was an increase in the total number of consumers’ complaints registered at National Authority for Consumers’ Protection, from a total number of 51,465 complaints in 2009 to 64,688 complaints in 2010, reflecting a rapid growth of 25.6 % in 2010 compared to 2009. As we can see on the chart above, the most significant increase is recorded in the financial products and services’ sector, from 5,661 complaints in 2009 to 14,231 complaints in 2010, an increase of over 2.5 times in 2010 compared to 2009.

The consumers’ complaints in financial services were: violation of Law No.193/2000 on unfair terms in contracts concluded between traders and consumers, concluding credit agreements according to OUG 50/2010; concluding addendums to credit agreements, according to OUG 50/2010; increasing loans’ interest; the refusal of banks to reduce the interest rate on loans in Euro and CHF although the reference indices decreased significantly; the existence of unfair (abusive) clauses in the credit contract; the increase of interest margin charged for loans; extension of a commission levy which was stipulated in the contract only for a certain period; the bank’s refusal to reschedule loans; deficiencies in credit card transactions: transactions debited several times, card blocked in the ATM, unreleased cashed at the ATM although the amounts were blocked in the account, unable to perform online transactions; commission levy of managing the current account, about which consumers were not informed; bank payments that were not conducted in time; advanced prepayments not operated into accounts; commission levy at the abolition of bank deposits, about which the consumers were not informed; bank’s violation of contract terms; commission levies for cross-border money transfers that were not given to consumers prior to the transaction; reporting to the Credit Bureau without a prior notice; the refusal to grant credit without motivation; concluding consume credit contracts by the banks; concluding consume credit contracts in the case of goods’ acquisition with installment payment; concluding deposit and savings contracts;
currency exchange; concluding credit agreements by Non-banking Financial Institutions; concluding the pawn agreements; payment services.

Graph no. 4: The share of consumers’ complaints registered in 2009, by market area

![Graph showing the share of consumers’ complaints registered in 2009, by market area](image)

Source: elaborations based on National Authority for Consumers’ Protection data

Graph nr. 5: The share of consumers’ complaints registered in 2010, by market area

![Graph showing the share of consumers’ complaints registered in 2010, by market area](image)

Source: elaborations based on National Authority for Consumers’ Protection data

Even from a structural point of view, we can see an increase in the number of complaints regarding financial products and services, from 11% in 2009 to 22% in 2010, reflecting a doubling of the share comparing with the previous year.

Within the category of consumers’ complaints registered at NCPA, according to the table below the first in the top of the most complained about components in 2010 on the consume market is the bank loan market.
### Tabel nr. 1: Top 10 most complained components of the consumer market in 2010

<table>
<thead>
<tr>
<th>Place</th>
<th>Components</th>
<th>% in total complains</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Bank loans</td>
<td>16.5 %</td>
</tr>
<tr>
<td>2</td>
<td>Telephone services (fixed and mobile)</td>
<td>11 %</td>
</tr>
<tr>
<td>3</td>
<td>Providing internet services</td>
<td>5.7 %</td>
</tr>
<tr>
<td>4</td>
<td>Cable TV Services</td>
<td>5.6 %</td>
</tr>
<tr>
<td>5</td>
<td>Electricity supply services</td>
<td>4.9 %</td>
</tr>
<tr>
<td>6</td>
<td>Electronic Products and Appliances</td>
<td>3.1 %</td>
</tr>
<tr>
<td>7</td>
<td>Mobile terminals (mobile phones)</td>
<td>2.7 %</td>
</tr>
<tr>
<td>8</td>
<td>Insulation systems (insulated): doors and windows</td>
<td>2.1 %</td>
</tr>
<tr>
<td>9</td>
<td>Water supply and sanitation services</td>
<td>1.9 %</td>
</tr>
<tr>
<td>10</td>
<td>Gas supply services</td>
<td>1.7 %</td>
</tr>
</tbody>
</table>

Source: National Authority for Consumers’ Protection - Activity Report for 2010

b) In the process of solving the complaints, a significant part of them including the banking unfair terms complaints, they are submitted to the courts, taking the form of litigation; but this is a harder and more costly process for consumers. According to the table below, in Romania the court costs are very high, representing a rate of approximately 28.9% of the value of litigation. Thus, among the European countries shown in the table below, Romania is the second country after the Czech Republic with a high level of these expenses (33%). The average time of proceedings in Romanian courts is on average of 17 months, more than the average in Germany, Austria, France, Great Britain (all registering an approximate number of 13 months) but below the average in Bulgaria (19 months) Czech Republic (20 months) and Slovenia (43 months).
Table no. 2: Litigations on the UE’s members

<table>
<thead>
<tr>
<th>Country</th>
<th>Number of litigation</th>
<th>Time (day)</th>
<th>Cost (% of claim)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Poland</td>
<td>33</td>
<td>685</td>
<td>19 %</td>
</tr>
<tr>
<td>Germany</td>
<td>30</td>
<td>394</td>
<td>14,4 %</td>
</tr>
<tr>
<td>Austria</td>
<td>25</td>
<td>397</td>
<td>18 %</td>
</tr>
<tr>
<td>France</td>
<td>29</td>
<td>390</td>
<td>17,4</td>
</tr>
<tr>
<td>Slovenia</td>
<td>32</td>
<td>1290</td>
<td>12,7</td>
</tr>
<tr>
<td>România</td>
<td>32</td>
<td>512</td>
<td>28,9 %</td>
</tr>
<tr>
<td>Hungary</td>
<td>35</td>
<td>395</td>
<td>15 %</td>
</tr>
<tr>
<td>Bulgaria</td>
<td>39</td>
<td>564</td>
<td>23,8 %</td>
</tr>
<tr>
<td>Great Britain</td>
<td>28</td>
<td>399</td>
<td>25,9</td>
</tr>
<tr>
<td>Czech Republic</td>
<td>27</td>
<td>611</td>
<td>33 %</td>
</tr>
</tbody>
</table>


With all the disadvantages of a court process in Romania, disadvantages arising from both length and high costs of the procedure, the consumers of financial products and services, increasingly choose this way of resolving grievances in court.

From the analysis for the period 2010-2013 we revealed a number of 575 pending cases at the courts of Romania, which concern unfair terms in contracts with banks. The evolution of such litigation over the analyzed period is shown in the chart below:

Graph no. 6: The evolution of the total number of litigation on unfair terms in contracts with banks, engaged in the period 2010-2013
In what the litigation’s evolution on abusive clauses within bank contracts over the period 2010 - 2013 is concerned, we note the year 2011, with the largest number of court cases (198 cases), representing an increase of 24% compared to 2010. In 2012 there was a decrease in the number of such type of litigation, on average by 18%, being therefore close to the starting year’s (2010) litigation number. In 2013, due to emphatic concerns on regulating consumers’ rights for these financial services, the number of such cases was significantly reduced in 2013 recording a total of 108 court cases.

Graph no. 7 Litigation structure of unfair terms in contracts with banks carried out during 2010 –2013 by claimed banks

As it is shown in the chart above, a significant proportion of litigation (75%) are engaged by financial products consumers towards Volksbank, followed at a big distance by Romanian Commercial Bank (14%) and OTP Bank (4%). A large number of banks in Romania (Transilvania Bank, Banc Post, BRD-Groupe Societe Generale, CEC Bank, Alpha Bank, Intesa San Paolo Bank Romania, Romanian Bank, Romexterra Bank, Garanti Bank, Credit Europe Bank) recorded during the set period a few number of litigation (under 5), in what bank abusive clauses were concerned.

Source: own processing based on public information provided by the Ministry of Justice, www.portal.just.ro
The lengthy legal process in Romania does not allow us to have an overview on how these processes have been solved. However, there are already enough customers who won the "war" with the banks and the new legal provision that modified Law No.193/2000, which came into effect on February 1st 2014 strengthened the consumers’ protection system so that, any customer who considers himself aggrieved, could ask under the created precedent to amend all outstanding contracts and the incriminated bank will have to modify all existing contracts for the benefit of the customers.

5. Conclusions

The recent financial crisis has called into question the confidence on the financial system and business ethics manifested in relation to the consumers. Therefore, the international organizations have begun more and more to focus their concerns towards a proper financial education, to keep up with the complexity and accelerated development methods, financial techniques and innovations, so that the risks and losses for financial products and services consumers to be minimized.

In Romania, the number of best practice initiatives is slightly higher (21 initiatives) than the average determined for the other EU countries plus Norway (17.4 initiatives). But the initiatives to disseminate lists of bank charges are below the European average (5% in total initiatives compared with the European average, which is 10% in total). Satisfaction level of financial products and services consumers in Romania reflected by total financial claims and litigation reveals large gaps in the adoption of best practices by financial institutions.

The unfair terms from the contracts concluded with banks led to the numerous consumer complaints and to trials brought against the Romanian banks; during the analyzed period a large number of litigation was recorded. In regard to the adoption of best practices by various banks in Romania, Volksbank recorded by far the biggest problem, 75% of the litigation on abusive clauses were conducted against this bank.

The role of the National Consumers’ Protection Authority (NCPA) as a governmental institution that should sanction any form of law violation regarding the consumers’ rights, is a decisive one in Romania in both legal regulation system regarding the best practices adopted by financial institutions and in a financial education system in order to meet the current high needs of financial information.

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*** Joint Order NCPA and Romanian National Bank no. 231/2005 of 04.07.2005 on the approval of the application of Law 289/2004 on the legal regime for consumer credit to consumers, individuals;

*** Law no. 148/2000 on advertising, as amended and supplemented.

*** Law no.193/2000 on unfair terms in contracts concluded between traders and consumers, republished (2) as amended and supplemented.