Mandatory extras = additional costs for borrowers. President of UOKiK brings charges

* **The President of UOKiK brought charges against two lending companies and an intermediary.**
* **The practices in question concern the offering of additional, paid services in packages with consumer credit agreements.**
* **A penalty of up to 10% of turnover may be imposed for failure to provide clear information about the rules and costs of the services offered.**

**[Warsaw, 5 August 2025]** Lending companies and intermediaries use different sales models. One such practice is offering loans together with additional services, such as medical packages, language courses or IT services. In the financial industry, such services are known by the abbreviation VAS, which stands for Value Added Services, or more simply, additional services. In theory, they are intended to make the entrepreneur’s offer more attractive. Unfortunately, in practice, they are mainly used to maximise profits and often also to circumvent statutory credit cost limits. This was the case with three companies against which the President of UOKiK brought charges of violating collective consumer interests: two companies granting loans – **Aasa Polska** and **CAPITAL Service** – and one intermediary – **Infostom**.

- Consumers who contacted loan companies or intermediaries were interested in obtaining consumer credit. However, the way the offer was presented meant that in many cases they were unaware that other products, such as educational packages, were also being sold to them along with the credit. They also did not know their actual costs. Additional services were often not mentioned at all or presented as something extra, even as a gift – says Tomasz Chróstny, President of UOKiK.

The evidence gathered so far indicates that in the information forms or during sales conversations, consultants presented offers in an unreliable manner, suggesting that the services listed were an attractive addition to the loan. In reality, consumers were encouraged not only to sign the loan agreement – as they intended – but also to enter into other agreements for additional services, such as medical or educational packages. All these costs resulted in an increase in the total amount to be repaid.

**Aasa Polska**

These practices concern, among others, Aasa Polska from Warsaw, which presents consumers, inter alia in forms on its website and in agreements, with the total amount of the loan plus the cost of additional services. Most of the signals received in this case indicate that consumers complain that Aasa makes the granting of loans conditional on the use of additional services. In one of the complaints submitted to UOKiK, a consumer wrote: *the company uses practices of pushing loans only with English language courses, adding that if you do not accept, they will not grant the loan. My wife fell for it and took out a loan of PLN 5,000 with a premium of PLN 7,600 to be repaid.*

Although the company also offers loans without additional services on its website, the way in which they are presented may mislead consumers. The version without VASs shows a lower loan amount and a higher instalment, which may make the offer with additional services seem more attractive. At the same time, the company stipulates in its agreements that in order to effectively withdraw from an additional service associated with the loan, the consumer must submit a separate statement of withdrawal from that service. This may be misleading as to whether withdrawal from the loan agreement automatically also covers the agreement for an additional service.

**CAPITAL Service**

The charge of failing to inform consumers about important features of the loan agreement, including the total amount of the loan granted during telephone sales calls, concerns CAPITAL Service from Ostrołęka. When talking to consultants, consumers are not informed that, along with the loan agreement, they are also entering into a paid agreement for an additional service. Consumers who have opened a payment account provided by the company are also being misled. In the online customer service panel, the loan offer together with the additional product is presented as default, i.e. in a way that assumes the consumer’s automatic consent to an additional payment related to the payment account agreement.

As in the case of Aasa, the Ostrołęka-based company includes part of the fee for, among other things, medical packages in the total loan amount. CAPITAL Service thus increases the cost of credit, which exceeds the statutory limits.

**Infostom**

The company Infostom from Lublin, which is subject to the proceedings, acted as an intermediary in the conclusion of consumer credit agreements with the Warsaw-based company AIQLABS, which offers cash loans and credit card limits. At the same time, the Lublin-based company, acting on its own behalf, concluded agreements with consumers for additional services, including medical and educational services. These services were included in loan agreements.

An analysis of consumer signals indicates that consumers may not have received reliable and complete information about the services offered and their detailed terms and conditions. As in the case of a consumer who, having repaid a loan two months after signing the agreement, learned that the *agreement included a medical package worth PLN 1,000, to which she had not consented*.Another consumer indicated in her complaint that she had applied for a loan of PLN 3,500 and was informed that she would have to repay PLN 4,350, to which she agreed. However, as it later turned out, *this was not the amount to be repaid, but the amount of the loan granted*, increased by adding the price of the medical package to the loan amount. The consumer believed that “*by not signing and returning the document concerning the ”Your Remote Doctor“ package*, I am not entering into an agreement. *I was not familiar with the terms of the loan agreement and medical services beforehand. As far as I remember, I did not agree to that.*

As determined by the President of the Office, the price of the package of additional services may constitute a significant burden for consumers.

- The procedures we have initiated concern situations where other non-financial services are offered together with loan agreements or as part of intermediation. Some of the material gathered indicates that these “gifts” are occasionally used by borrowers. Customers of such companies are therefore not only misled about the terms of the loan, but also charged higher amounts through the addition of mismatched packages. When VAS fees are included in the loan costs, they significantly exceed the statutory limits. This practice is unlawful, which is why we are bringing the first charges. In addition, we have been closely monitoring the market for some time and are currently conducting seven investigations into the activities of other entities. The conclusions drawn from this are worrying – the problem of VASs poses a serious threat to Poles’ wallets and can be used to artificially circumvent statutory limits on non-interest costs. Therefore, when working on amendments to the Consumer Credit Act, we are trying to limit this risk - emphasises the President of the Office.

If the allegations of the President of UOKiK are confirmed, the companies may face a penalty of 10% of their annual turnover.