

Aktuality v platební regulaci PSD3/PSR

Tomáš Nýdrle

Aktuální stav

- Publikace [návrhů](#) červen 2023
- Projednávání ES, BE, HU, PL, DK, CY PRES
- [EP pozice](#) schválena duben 2024
- Politická dohoda prosinec 2025
- Současnost: finalizace textu
- Publikace v OJ cca. polovina roku 2026
- Legisvakance 18 měsíců

Obsah

- Rozdělení PSD2 na směrnici a nařízení
- Směrnice upravuje licenční řízení
- Nařízení soukromoprávní část regulace platebních služeb, přístup do platebních systémů, prevence podvodů, SCA

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PSR

Jednotlivá ustanovení návrhu se ještě mohou měnit.

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Působnost

- V zásadě se nemění.
- Vztak MiCA a PSR/PSD – EBA No-Action Letter
- Obchodní zastoupení: doručovací společnosti (real margin to negotiate)
- Omezené síť zůstává

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Merchant-initiated transaction (MIT)

- means a payment transaction where the payer has given a mandate authorising the payee to place a payment order for a payment transaction or a series of payment transactions through a particular payment instrument ...;
- Snaha postihnout „karetní inkasa“
- Vrácení částky autorizované transakce (unconditional refund čl. 62) – jen inkasa, nikoliv MIT (karty): rezervace, předplatné...
- CZ inkasa: režim dle SEPA?

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Přístup třetích stran – Dedicated interface

- Není třeba budovat fallback interface – přístup skrze uživatelské rozhraní při splnění podmínek nařízení
- Bližší specifikace funkčnosti vyhrazeného rozhraní
- Seznam zakázaných překážek k využití AISP/PISP
- Návaznost na FIDA?
- Kapitál místo pojištění u třetích stran – srovnatelná záruka

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Autorizace platební transakce

[49 (1) PSR] A payment transaction ... shall be authorised only if the payer has given its consent for the execution of the payment transaction, **including as regards the amount of the payment transaction and the payee...**

[§ 156(1) ZPS] Platební transakce je autorizována, jestliže k ní plátce dal souhlas.

Zásadní změna není.

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Neautorizovaná platební transakce PSR

- Diskutované varianty autorizace:
- *(34a) 'authorisation' means a permission granted in a procedure where the payment service user authenticates a given transaction freely and with full knowledge of all relevant facts;*
- Nebo

"A payment transaction shall not be deemed authorised where:

- *the transaction was initiated or modified by a third party who acted without the consent of the PSU, including by using fraudulently the personal security credentials of the PSU; or where*
- *the consent of the PSU was obtained by a third party through deceptive means resulting in the fact that when consenting to execute the transaction the PSU was not in possession of the correct information on the amount of the transaction or on the recipient of the transaction."*

- **Tyto varianty nebyly přijaty.**

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Neautorizovaná platební transakce PSR

- Vymezení neautorizované transakce:
- *A payment transaction shall not be deemed to be authorised where the transaction was initiated or modified by a third party who is acting without the consent of the payment service user, including by using the personalised security credentials of the payment service user fraudulently obtained.*
- Manipulace plátce? Autorizace rodinným příslušníkem se souhlasem klienta?
- Názor: v zásadě se nic nemění. Klíčový je souhlas plátce.

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Autorizace platební transakce

The fact that the payment transaction was authenticated, including where applicable, via strong customer authentication, accurately recorded, entered in the accounts and not affected by a technical breakdown or some other deficiency of the service provided shall **in itself not necessarily** be sufficient to prove either that the payment transaction was authorised by the payer or that the payer acted fraudulently or failed with intent or gross negligence to fulfil one or more of the obligations under Article 52

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SDEU

- [Tukowiecka c-70/25](#)
- Vrácení částky neautorizované platební transakce
- PSP „shall refund the payer the amount of the unauthorised payment transaction immediately, and in any event no later than by the end of the following business day, after noting or being notified“.

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Možnost úpravy v PSR

- Art. 56 except where PSP has objectively justified reasons for suspecting that the payer failed with intent or gross negligence to fulfil one or more of the obligations under Article 52 (povinnosti uživatele chránit platební prostředek atp.)

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Impersonation fraud

- Where a payment services user who is a consumer **was manipulated** by a third party pretending to be the consumer's payment service provider using communication channels using communication channels attributed to the consumer's PSP /that the consumer attributed to PSP
- ...gave rise to subsequent fraudulent authorised payment transactions, the payment service provider shall refund the consumer the full amount of the fraudulent authorised payment transaction under the condition a) notify PSP and b) report to the Police

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Impersonation fraud

- Textace je odlišná od úpravy v UK
- Není pokryt jakýkoliv manipulativní podvod
- Korektiv hrubé nedbalosti
- Součinnost plátce – podpora jeho tvrzení
- Součinnost ECSPs, zvláštní povinnosti velmi velké online platformy, vyhledavače. Částečná odpovědnost v návaznosti na nedodržení povinností dle DSA (obsah nesmazán po oznámení).
- Regulace reklamy na investiční služby: investice, kryptoaktiva atp. – investiční scam.

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Monitoring transakcí

- Povinnost zavést; v případě absence monitoringu odpovědnost PSP
- The PSP **may** block the payment instrument for objectively justified reasons relating to the security of the payment instrument, the suspicion of unauthorised or fraudulent use of the payment instrument or, in the case of a payment instrument with a credit line, a significantly increased risk that the payer **might** be unable to fulfil its liability to pay.

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Monitoring transakcí

- Payer's PSP has objectively justified reasons to suspect that the transaction is fraudulent, the payer's PSP shall suspend the execution of a payment transaction.
- Where the payer's PSP has objectively justified reasons to suspect that the transaction is fraudulent and does not suspend that transaction in accordance with the first subparagraph, the payer shall not bear any financial losses, except if the payer has acted fraudulently.

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Monitoring transakcí – PSP příjemce

- *Where the reasons to suspect that a payment transaction credited or to be credited to the payee's account is fraudulent are clear and incontrovertible, the payee's payment service provider shall not make the funds available on the payee's payment account and shall return the funds to the payment service provider of the payer.*
- *Návaznost na odpovědnost poskytovatele příjemce.*

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IBAN CHECK

Pro všechny úhrady povinnost IBAN CHECK dle SEPA (není povinnost využívat IBAN formát)

IBAN check:

Where payment service providers fail to comply with their obligations under Article 50, and where that failure results in a defectively executed payment transaction, the payer's PSP shall without delay refund the payer the amount transferred and, where applicable, restore the debited payment account to the state in which it would have been had the transaction not taken place.

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Fraud data sharing

Rada:

Payment service providers shall exchange data with other payment service providers who are subject to an information sharing arrangement

Nyní není návaznost na odpovědnost.

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Povinné spending limits

PSP shall offer ... limit of a maximum amount that can be transferred, which may differ according to each means of payment, including for credit transfers, and **each payment instrument**.

Změna limitů online: PSP *shall set a delay of four hours for that increase to come into effect.*

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Delay period – aktivace mobilní aplikace

If the payment service user activates the mobile application remotely, the PSP shall set a delay of four hours for that activation to take effect.

Neplatí pro onboarding nových klientů.

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Další změny

Kapitál PI

Zrušení EMI

Zůstanou e-money

Vztah MiCA vs PSD, PSR

SCA – dva prvky z kategorií inherence

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▪ **Poznámky, připomínky, dotazy?**

Tomáš Nýdrle