

RULES FOR COMPLAINTS

UniCredit Bank

Czech Republic

and Slovakia, a.s.,

pobočka zahraničnej banky

I. INTRODUCTORY PROVISIONS

1. UniCredit Bank Czech Republic and Slovakia, a.s., Želetavská 1525/1, 140 92 Prague 4 - Michle, ID No.: 649 48 242, registered in the Companies Register of the Municipal Court in Prague, Section: B, File No.: 3608, branch office: UniCredit Bank Czech Republic and Slovakia, a.s., pobočka zahraničnej banky, Šancová 1/A, 813 33 Bratislava, ID No.: 47 251 336, registered in the Companies Register of the Bratislava III Municipal Court, Section: Po, File No.: 2310/B (hereinafter referred to as the "**Bank**") issues, in line with the applicable legal regulations, in particular under Act No. 250/2007 on Consumer Protection and on amendment of the Slovak National Council Act No. 372/1990 on Offences as amended, Act No. 492/2009 on Payment Services and on the Amendment and Supplementation of Certain Acts (hereinafter referred to as the "**Act on Payment Services**"), Act No. 129/2010 on Consumer Credit and on Other Forms of Credit and Borrowing for Consumers and on the Amendment and Supplementation of Certain Acts, Act No. 90/2016 on Housing Loans and on the Amendment and Supplementation of Certain Acts, these Rules for Complaints (hereinafter referred to as the "**Rules for Complaints**").
2. The Rules for Complaints govern the method of communication between the Bank and the client when handling complaints of the client (hereinafter referred to as the "**complaint**") in cases when the client is of the opinion that the Bank did not comply with the conditions arising from the contract concluded between the Bank and the client or that the Bank's procedure contradicts the applicable laws.
3. These Rules for Complaints shall solely apply to client's filing arising from the contractual relationship between the client and UniCredit Bank Czech Republic and Slovakia, a.s., pobočka zahraničnej banky, Šancová 1/A, 813 33 Bratislava.

II. CONDITIONS AND TIME LIMITS FOR RECEIPT OF COMPLAINTS

1. A complaint may be filed by clients:
 - a) in person at any point of sale of the Bank, preferably where the respective client has their account held. The relevant employee provides the client with all the information required for filing the complaint. Unless an immediate solution is possible, a record of the complaint shall be made and sent to the Bank's relevant structure for further procedure
 - b) by email to reklamacie@unicreditgroup.sk
 - c) via the www.unicreditbank.sk website using the form for filing a complaint
 - d) by phone through the Infoline on +421 2 6920 2090 (the Bank records calls with clients for the purpose of documentation of the content of the complaint)
 - e) by post at: UniCredit Bank Czech Republic and Slovakia, a.s., pobočka zahraničnej banky, Riadenie kvality služieb SK, Šancová 1/A, 813 33 Bratislava.
2. Complaints must contain the following information about the client or subject-matter of the filing:
 - a) the client's identification data (name and surname of the individual/business name and registered office of the legal entity)
 - b) the client's contact details (address, email, telephone number) for further communication with the Bank
 - c) if applicable, identification of the product/service addressed to by the complaint, including the account number or payment card number, provided they are addressed to by the complaint
 - d) the subject-matter of the complaint, specifying what the client requests from the Bank
 - e) photocopies of documents proving the client's statements
 - f) in the case of a transaction made by means of a payment card, a completed Complaint Protocol for Payment Card Transactions form signed by the client, which is available at the Bank's points of sale and in electronic form at www.unicreditbank.sk.

Provided the filing lacks the necessary particulars, the Bank shall ask the client to supplement the filing.

2.1 For the purposes of these Rules for Complaints, a complaint shall not mean:

- a) a request of the client for identifying payment or identifying the originator or depositor to the account of the client and/or the Bank
- b) a request for intermediating refund of payment or identifying the beneficiary of the incorrect payment
- c) a request for issuing a photocopy of a proof of payment or deposit transaction (e.g. a proof of deposit or withdrawal)
- d) a request for issuing a replacement account statement, a request for supplementing the payer's data
- e) a request for verifying the deficiencies caused by the client's conduct contrary to good morals, obviously contrary to the intention to use the service and/or product of the Bank towards which the request is directed
- f) a filing of the client which is related to the non-performance or defective performance of a person other than the Bank, provided the third-party claim for payment for the goods or service provided has been satisfied using a means of payment issued by the Bank (e.g. a failure to deliver goods the price of which has been paid using a payment card issued by the Bank)
- g) an initiative of the client for modifying or improving services of the Bank, comments on services and/or products provided by the Bank
- h) a repeated filing with respect to a complaint that has already been handled by the Bank, containing a fact which has already once been complained about by the same client in the same case without stating new facts or means of evidence.

2.2 The client shall file a complaint:

- a) unless otherwise specified hereinafter, without undue delay after discovering the reasons for the filing thereof, not later than 3 months after the occurrence of the reason for the complaint, however, not later than the limitation period under which the relevant legal regulations have lapsed
- b) as for complaints regarding turnovers on a payment account, without undue delay after the date of discovering the claimed defect, however, not later than 13 months after the date of debiting the funds from the account or crediting the funds to the account
- c) as for authorised payment transactions made based on a payment order submitted by the beneficiary or through the beneficiary (SEPA direct debit), within 8 weeks after the date of debiting the funds from the account; in the case of a card payment complaint, without undue delay, not later than 15 days from the issue of the card account statement in the case of a credit card or within 45 days from the settlement of the payment in the case of a debit card.

2.3 A complaint shall be considered duly filed if it is submitted by an authorised person within a time limit for filing complaints established by these Rules for Complaints or under the law, containing all the information and documents defined by the Rules for Complaints.

III. HANDLING A COMPLAINT, TIME LIMITS AND METHOD OF INFORMING THE CLIENT

1. The Bank shall confirm the receipt of a complaint to the client in the same form and manner in which the complaint has been received by the Bank.
2. All time limits for handling a complaint under these Rules for Complaints shall effectively run from the date of a duly filed complaint. If, when handling a complaint, the client fails to eliminate significant shortcomings of the filing or fails to supplement the required information/documents on request of the Bank, the Bank shall not accept the complaint.
3. The time limit for handling a complaint is a maximum of 30 calendar days from the date of receipt of the filing by the Bank. In cases where a special law provides for different time limits, the special law shall apply.
4. If it is not possible to handle the complaint within the specified period, the client is informed of the current status of the solution and the expected final handling period.
5. The time limits for handling complaints shall not include the time limits for correcting or supplementing the client's filing or for obtaining additional documents from the client or third persons, which are necessary for handling the complaint.
6. The Bank shall inform the client electronically by e-mail or by post about the method of complaint handling.

IV. NOT ACCEPTING A COMPLAINT BY THE BANK

1. The Bank shall not accept a complaint, in particular, in the following cases:
 - a) the client has failed to meet the requisites of a complaint and they have even failed to provide them, on request of the Bank, within an additional 10-day time limit
 - a) the statutory limitation period of the claim has lapsed
 - a) the case is being addressed or has been decided by a court or arbitration court.

V. DISAGREEMENT AS REGARDS HANDLING OF A COMPLAINT AND OCCURRENCE OF A DISPUTE

1. If the client is not satisfied with the method of handling of a complaint, they shall have the right to submit written objections to the Bank without undue delay, usually not later than 30 working days after the date of receiving a notice that the complaint has been handled (hereinafter referred to as the "**protest**"). The provisions of these Rules for Complaints shall apply to handling a protest and the protest must contain the number of the complaint towards which the protest is directed, a specific description of the part of the complaint handling with which the client disagrees and the reasons for such disagreement.
2. If, within the protest, the client states or provides new facts or evidence which has not been provided and could not be considered by the Bank when handling the complaint, such filing shall be considered a new complaint instead of a protest.
3. Delivery of a protest to the Bank shall be considered the occurrence of a dispute between the Bank and the client.
4. If the client disagrees with the method of handling of a protest, he/she shall have the right to contact relevant body for alternative dispute resolution under special regulations, which is the following for the purposes of financial services: Alternative Dispute Resolution Institute of the Slovak Banking Association, seated: Mýtna 48, Blumental offices I, 81107 Bratislava (www.institutars.sk).
5. As for contracts concluded online, the client may submit an application for the initiation of alternative dispute resolution via the platform [Online Dispute Resolution](#).

VI. COSTS ASSOCIATED WITH HANDLING A COMPLAINT

1. The costs associated with preparing and filing a complaint, including the annexes thereof, shall be borne by the client. The costs associated with handling a complaint shall be borne by the Bank. If the handling of a complaint is associated with costs the Bank is not obliged to spend due to the nature of the subject-matter, the Bank can agree on the reimbursement of such costs with the client.
2. Filing a complaint shall not relieve the client of its liability to meet their obligations towards the Bank throughout the complaint procedure, even if the complaint is justified.

VII. FINAL PROVISIONS

1. Depending on the amendments to the relevant legal regulations, the Bank shall have the right to change these Rules for Complaints. The Bank shall inform about the changes to the Rules for Complaints, specifying their validity and effect, through publication.
2. The Rules for Complaints shall become valid and effective on 1 September 2023, superseding the Rules for Complaints of 1 April 2019 in their entirety. The Rules for Complaints are published on the Bank's website and available at all the Bank's points of sale for inspection.