

## I. Initial Provisions

Tatra banka, a. s., Hodžovo nám. 3, 811 06 Bratislava, maintained with the Commercial Register of the Municipal Court Bratislava III, Section: Sa, Insert No. 71/B (hereinafter referred to as the “**Bank**”) in accordance with the law of the Slovak Republic, in particular the Act No. 492/2009 Coll. on Payment Services and on Amendment and Supplementation of Certain acts (hereinafter referred to as the “**Act**”), Act No. 108/2024 Coll. on Consumer Protection and on Amendment and Supplementation of Certain acts, Act No. 90/2016 Coll. on Housing Loans and on Amendment and Supplementation of Certain acts and Act No.129/2010 Coll. on Consumer Credits and on Other Credits and Loans for Consumers and on Amendment and Supplementation of Certain acts, issues this Complaint Order of Tatra banka, a. s. (hereinafter referred to as the “**Complaint Order**”). Claim Guidelines regulate the rights and obligations of the Bank and the Client and the claim procedure. The claim procedure is a procedure conducted by the Bank on the basis of Client's right to assert claim concerning verification of correctness and quality of the Bank's services within the scope of mutual relationship established between the Bank and the Client upon rendering payment services, other products and services of the Bank and upon other suggestions of the Client in the scope and by means pursuant to the applicable legal regulations and these Claim Guidelines.

## II. Terms and Conditions and Method of Accepting Claim and Claim Procedure

2.1 A claim means enforcement of Client's entitlement, as the user of payment services, to verification of correctness and quality of rendered payment services and/or enforcement of Bank's responsibility for defects of other products and services of the Bank and that including services of the Bank as a financial agent or a financial institution or upon the application of responsibility of the Bank under the contract concluded for the purpose of providing of a home loan or consumer loan.

A claim does not relate to the following:

- Client's request for payment identification or identification of a payment remitter or Bank/ Client account depositor,
- Request for payment refund intermediation or for payment beneficiary identification,
- Client's complaint concerning non-performance or defective performance by a third party –

supplier of goods or service related to e.g. amount, quality of goods or service rendered, if payment for such non-delivered or defective goods or service was executed using the payment means issued by the Bank (e.g. complaint regarding non-delivery or quality of goods or service paid by payment card or payment executed via Internet banking, etc.) or by any other means. The Client is obligated to apply for enforcement of such claim directly with the third party – supplier of goods or service,

- Request for deposit or withdrawal form copy or other document about transaction or deal execution,
- Request for replacement of an account statement, request for completing data on remitter or payment specification data,
- Request for verification of shortcomings caused by Client's own activity being in conflict with good morals and/or by personal intimidation obviously with no intention to use a product and/or service the request is directed at,
- Client's suggestion to modify or improve Bank's service,
- Client's suggestion to modify documents issued and/or suggested by the Bank upon rendering products and services,
- Request of indisputable informative character with a subject-matter not being verification of correctness and quality of services rendered by the Bank,
- Repeated appeal of the Client outside the appeal regime as specified in Article VI hereof.

2.2 A claim is not a Client's complaint if verification of the Bank proves obvious incorrectness of the facts stated therein, which results in termination of the Client's right to request remedy and/or other consideration by the Bank. In such case the Bank performs the process of verifying justification of the Client's claim and related activities in the same manner as applied in case of a standard claim, however, all charges and other costs of the Bank meaningfully used for finding additional information for the Client exceeding the scope of a standard Bank's duty to inform are borne by the Client.

2.3 The Client is entitled to file a claim in writing – delivered by post or in person directly during working hours at any branch and sub-branch of the Bank, while the Client is entitled to file a claim also by means of telephone contact via activated DIALOG live service or through the mobile application, if such option is available.

2.4 The Bank is not obligated to reply to the Client or conduct claim procedures upon suggestion not being considered a claim under par. 2.1. hereof.

- 2.5 A suggestion addressed to a Board member or Bank employee which has not been submitted in compliance with these Claim Guidelines shall not be resolved in the claim procedure hereunder.
- 2.6 The Bank shall provide a written confirmation of Client's complaint in case the complaint is submitted in a written or verbal form directly at the branch immediately. If the complaint has been submitted via the telephone service DIALOG live, when the client selects the method of provision of information about the complaint settlement to e-mail address or Internet banking/mobile application, the bank informs the client without undue delay after having received the complaint to the e-mail address determined by the client, or Internet banking/mobile application, otherwise together with a written confirmation about the complaint settlement.
- 2.7 The bank informs the client about the complaint settlement in writing in a confirmation of the complaint settlement the bank delivers without undue delay to the e-mail address defined in the complaint, or to Internet banking/mobile application or postal address of the client recorded in bank's records, including the e-mail address or to Internet banking/mobile application, otherwise to the latest known address of the client, and that in the order set out herein. The client may be notified of the complaint settlement yet in a different way or using a separate delivery address, if this has been arranged with the bank upon the complaint submission, or the complaint has been complied with in the entirety and the client has agreed with the given form of settlement.
- 2.8 The client is obligated to enclose to the complaint all documents related with the given transaction confirming the facts claimed by the client. In case of insufficient collaboration of the client after the period for provision thereof has expired, the bank shall consider the complaint in the scope according to the documents submitted by the client and documents possessed by the bank.
- 2.9 For purpose of supplementing information required for taking a decision about the claim the Bank shall be entitled to contact the Client by telephone or in other manner and ask the Client to supplement the required data in the form and manner under the instructions of the Bank. When claiming a payment card transaction, the bank is entitled to request assistance from the Client to prove his/her claim. The Client is obliged to provide such cooperation for the purpose of averting a possible rejection of the claim by the merchant's bank, if this results from other circumstances of handling the claim and proofs submitted by the merchant.
- 2.10 The Bank is obligated to accept a complaint related to provision of payment services in the national language or in the language in which the Framework Agreement, Agreement on One-time Payment

Service or Agreement on Issuing Electronic Money is carried out, or in the language in which the Bank usually communicated with the Client.

### **III. Time Periods for Exercising Client's Rights**

- 3.1 The Client is entitled to remedy to be executed by the Bank provided that the Client informed the Bank of having detected an unauthorised or erroneously executed payment transaction based on which the Client is entitled to the relevant remedy, and that without undue delay since the day the Client has detected unauthorised or erroneously executed payment transaction, however not later than within 13 months from the date the funds are debited from the payment account or credited to the payment account.
- 3.2 The period for submitting Client's request for refund of funds of authorised payment transaction executed based on a payment order submitted by the recipient or via the recipient (SEPA direct debit) is eight weeks from the date the funds are debited from the account. The Bank shall settle such request in a legal manner within 10 working days from the date the request is received.
- 3.3 Unless a shorter period is defined in this Complaint Order or in the General Commercial Terms and Conditions of the Bank, complaints the Client submits related with account statements, closing documents, payment transactions documents and other written documents of the Bank, must be applied for within the period of 15 days after the claimed documents are delivered.

### **IV. Time Periods for Claim Processing**

- 4.1 The Bank is obligated to accept the claim asserted under Article II hereof and decide on its eligibility in the periods specified in the contract, General Business Terms and Conditions or herein, respectively. If the period specified in the contract, General Business Terms and Conditions or the Claim Guidelines is in conflict with the applicable legal regulations, the Bank shall be obligated to apply the periods under the legal regulation.
- 4.2 The Bank takes a decision on the eligibility of the claim asserted with regard to provision of payment services by the Bank without undue delay, however, not later than within 15 business days from the date the claim is delivered. If the claim is justified and the 15-business day period cannot be met, the Bank is required to provide the client with a preliminary response stating the reasons for the delay in replying to the claim and the deadline for the final

response. The time limit for the delivery of the final reply may not exceed 35 business days and, in the case of a payment service provided in a currency other than EUR or on behalf of a Contracting State to the Agreement on the European Economic Area within the European Economic Area and/or in the case of a payment service in any currency outside the European Economic Area in complex cases the time limit is 6 months.

- 4.3 In case an unauthorised payment transaction is detected, the Bank refunds the Client the sum of such unauthorised payment transaction without undue delay, and that not later than by the end of the following working day after having detected such unauthorised payment transaction or having been notified thereof, and that including credit of the financial means to the payer's account with the credit date not later than the date the sum of the unauthorised payment transaction was debited from the payer's payment account and if possible, restores the Client's account to the state in which it would have been had the unauthorised payment transaction not taken place. At the same time, the Client is entitled to compensation for other proven damage in line with the applicable legal regulations of the Slovak Republic. The period under the first sentence shall not be applied if the Bank has a reasonable suspicion that the payer acted in a fraudulent manner, while it will report these reasons without undue delay to the National Bank.
- 4.4 The Client is entitled to refund of the financial means in case of an authorised payment transaction executed upon a payment order submitted by the beneficiary or by means of the beneficiary if no particular sum of the payment transaction was not specified at the time of authorisation and the sum of the payment transaction exceeds the sum the payer could reasonably expect with regard to payer's usual previous expenses, conditions set forth in the agreement with the Client and circumstances related with the payment transaction.
- 4.5 The Client is not entitled to refund of financial means pursuant to Section 4.4, if
- a) the Client granted their consent to the execution of the payment transaction directly at Client's bank and
  - b) the information about the particular sum of the future payment transaction were provided or made available to the payer in the arranged manner at least four weeks prior to the date when the payment transaction sum was debited by the bank or the beneficiary, if it was possible.
- 4.6 In case of a claim concerning provision of a home loan or consumer loan the Bank shall decide on the eligibility of the claim without undue delay, however the processing of the claim as a whole must not last longer than 30 calendar days and three months in complicated cases. In case processing of a

claim lasts more than 30 days the Bank shall be obligated to notify the Client of this fact in writing or via telephone by 30 days as of the day of claim application by the Client.

- 4.7 The Bank processes other claims immediately, however not later than within 30 calendar days from the day the claim is filed by the Client. In case of claim applied against the Bank as a financial agent or a financial institution under Act No. 186/2009 Coll. on Financial Intermediation and Financial Advisory Amending Other Acts, the Bank shall process the claim within 30 days of the day the claim is delivered, while it applies that the Bank is obligated to notify the Client in writing of the manner of processing the Client's complaint within this period. In justified cases the Bank can extend the period under the second sentence to not more than 60 days as of the day of complaint delivery while it must notify the claimant of the reasons for the period extension to 60 days, and that within 30 days as of the day of complaint delivery.

## V. Costs Related with Claim Processing

- 5.1 The client asserts the claim free of charge.
- 5.2 Costs related to claim processing are borne by the Bank. Costs related to claim preparation, including all claim attachments and claim presenting are borne by the Client.
- 5.3 In case of unjustified claim applied with regard to provision of payment services in a currency of a non-member state of the European Union within the territory of the European Economic Area and/or in any currency in case of a payment service provided outside the European Economic Area, the Bank shall be entitled to compensation of purposefully spent costs associated with the claim processing.
- 5.4 Valid assertion of the claim by the Client does not discharge the Client of the duty to perform Client's obligations towards the Bank for the entire period of the claim procedure and that not even if the Client's claim is justified and as such has immediate casual connection with the performed obligation.

## VI. Option of Appeal and Alternative Dispute Resolution

- 6.1 In case the Client does not agree with the method of processing the Claim or inquiry, the Client shall be authorised to appeal to the Bank.
- 6.2 Client's appeal is considered as a request for remedy pursuant to the Act No. 391/2015 Coll. on Alternative Dispute Resolution for Consumer.
- 6.3 The appeal must be directed towards the properly identified notification of complaint processing and

must contain its number and processing date. The Bank processes such appeal submitted in this way by a separately designated employee who is immediately superior to the persons involved in the initial complaint procedure.

- 6.4 If the Bank's response to the appeal is rejection or if the Bank does not respond within 30 days after the appeal was sent, the Client enjoying consumer protection is authorised to submit a proposal for the initiation of alternative dispute resolution to the competent alternative dispute resolution authority of the Client's choice. Such proceeding is regulated in the Act No. 391/2015 Coll. on Alternative Dispute Resolution for Consumer. The list of alternative dispute resolution authorities is maintained by the Ministry of Economy of the SR on its website [www.mhsr.sk](http://www.mhsr.sk) in the relevant section.
- 6.5 The Slovak Banking Association as an alternative dispute resolution entity between banks and their clients - consumers has set up for this purpose a separate alternative dispute resolution institute entitled the Alternative Dispute Resolution Institute of the Slovak Banking Association, with its registered office: BLUMENTAL OFFICE I, Mýtna 48, 811 07 Bratislava, For more information on how to resolve disputes by these entities, please visit: [www.institutars.sk](http://www.institutars.sk).

## VII. Exemption of Bank's Responsibility

- 7.1 Apart from the reasons of exemption from or limitation of responsibility under the business terms and conditions applicable to the relevant product and the General Business Terms and Conditions of the Bank, the Bank is not responsible for breach of duties upon rendering payment services provided it proves the breach of its duties was caused by circumstances excluding responsibility pursuant to the Commercial Code or special regulations. A circumstance excluding Bank's responsibility is an obstacle, which occurred regardless of the will of the obliged party preventing it from performing its obligations provided it is impossible to expect that the party would preclude or overcome this obstacle or its consequences and, furthermore, that the party would predict this obstacle at the time the obligation occurred.

- 7.2 The Bank bears no responsibility for its actions under special regulations, and that if:
- The Bank refuses to execute an unusual business transaction or blocks an unusual business transaction,
  - The Bank has a deposit duty of keeping a defined percentage of funds on a special bank account during a certain period of time in order to preserve currency stability,
  - The Bank does not execute any remittance transactions abroad and does not transfer funds abroad in case of emergency status declared in the foreign economy,
  - The Bank is forbidden to dispose of deposits and accept further deposits as of the day the deposits became unavailable,
  - Upon the execution of receivership in the Bank the trustee, after prior approval of the NBS, partially or completely stops the depositors from disposing of their deposits with the Bank for no more than 30 days,
  - The National Bank of Slovakia imposes an interim measure on the Bank before the procedure is finished.

## VIII. Final Provisions

- 8.1 The Bank is authorised to change or completely replace the Claim Guidelines subject to the changes in the applicable legal regulations. The Bank shall inform the clients of such change and its effect and publish the given information at its business premises and on its web site.
- 8.2 The provisions of the relevant contract and General Business Terms and Conditions of the Bank in the wording valid and effective as at the day the Client has filed a claim shall be applied to regulation of mutual rights and obligations in the claim procedures hereunder accordingly.
- 8.3 The provisions of General Business Terms and Conditions of the Bank in the wording valid and effective as at the day the Client has filed a claim shall be preferably applied to regulation of mutual rights and obligations in providing the payment services.
- 8.4 These Claim Guidelines become valid and effective on 1 July 2024.