

## I. Initial Provisions

Tatra banka, a.s., maintained with the Companies Register of the District Court Bratislava I., Section: Sa, Insert Number: 71/B (hereinafter referred to as the “**Bank**”) issues these Claim Guidelines of Tatra banka, a.s. (hereinafter referred to as the “**Claim Guidelines**”) in compliance with the laws of the Slovak Republic, namely pursuant to Act No. 492/2009 Coll. on Payment Services Amending Certain Acts (hereinafter referred to as the “**Act**”) and Act No. 250/2007 Coll. on Consumer Protection and also Act No. 90/2016 Coll. on Home Loans Amending Certain Acts. 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.

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 MobilePay<sup>™</sup>, if such option is available.

- 2.4 The Client is obligated to file a claim of transaction executed by payment card abroad always in writing at any branch or sub-branch of the Bank, and that on a form specified for this purpose. Otherwise the Bank shall not be liable for dismissal of claim execution abroad or refusal of transaction refund or correction.
- 2.5 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.
- 2.6 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.
- 2.7 The Bank shall confirm the assertion of the Client's claim in writing in case it was submitted in a written form directly at a branch immediately, if a complaint is filed via DIALOG live where the client chooses a method of informing the customer of the claim at the client's e-mail address without undue delay upon receipt of the claim to the e-mail address provided by the client, otherwise along with a written confirmation about claim processing.
- 2.8 The Bank notifies the Client of the claim processing in a written confirmation about the claim processing which is delivered by the Bank without undue delay to the e-mail address of the Client specified in the claim or to the mail address of the Client registered by the Bank including the e-mail address, otherwise to the latest known address of the Client, respectively. The Client can be notified of the claim processing even in other manner or on a separate address for delivery if this was arranged with the Bank upon submission of the claim or the claim was admitted in full extent and the Client agreed with this form of claim processing.
- 2.9 The Client is obligated to enclose to the claim all documents about the transaction execution which prove the facts claimed by the Client in case the Bank provided the Client with such a document after the transaction execution, or other documents confirming the Client's claims while it applies that the periods decisive for the claim processing shall effectively commence not earlier than as of the day all facts which the Client specifies in the claim and which must be proved by the Client for due claim procedure maintenance have been proved to the Bank.

- 2.10 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.

### 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 The Client is entitled to remedy from the Bank provided that the Client informs the Bank of the fact that the Client identified an unauthorised or erroneously executed payment transaction without undue delay, however, not later than within 13 months from the date the funds are debited from the account or credited to the account.

### 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 of a claim concerning provision of a home 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.
- 4.4 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 causal connection with the performed obligation.

## VI. Option of Appeal and Extrajudicial Resolution of Disputes

- 6.1 In case the Client does not agree with the manner of the claim or suggestion processing the Client is entitled to file a written appeal to the address: Tatra banka, a.s., Hodžovo nám. 3, 811 06 Bratislava, and that without undue delay, however not later than by 15 working days as of the day the notification of claim processing was delivered.
- 6.2 The appeal must be filed against the duly identified notification of claim processing with a specification of its number and processing date. The Bank processes such claim through a separately assigned employee who is immediately superior to persons participating in the initial claim procedure.
- 6.3 In other parts of the procedure, the provisions of these Claim Guidelines shall be applied to the appeal processing.
- 6.4 In case the Client enjoying the consumer protection does not agree with the manner of the appeal processing, or his/her complaint was not dealt with in time, the Client is entitled to file an appeal in the same matter to the competent ADR entity under Act No. 391/2015 Coll. on alternative consumer dispute resolution. The list

of entities for alternative dispute resolution is maintained by the Ministry of the Economy at [www.mhsr.sk](http://www.mhsr.sk).

- 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, Mýtina 48, 811 07 Bratislava, For more information on how to resolve disputes by these entities, please visit: [www.institutars.sk](http://www.institutars.sk).
- 6.6 To apply the rights of the Client, it is also possible to use extrajudicial resolution of a dispute regarding the Client's right by means of arbitration under Act No. 244/2002 Coll. on arbitration proceedings or under Act No. 335/2014 Coll. on consumer arbitration proceedings, and/or by means of mediation under Act No. 420/2004 Coll. on Mediation Amending Other Acts, and that in case such right is not granted in the claim procedure or even without the application of the right in the claim procedure. The principle of voluntary mediation proceedings is not affected hereby.

## 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.
- 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 2020.