

## I. Initial Provisions

Tatra banka, a. s., Hodžovo nám. 3, 811 06 Bratislava, 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 legal order of the Slovak Republic, namely pursuant to the Act No. 492/2009 Coll. on Payment Services and on Changes and Completion of Further Acts (hereinafter referred to as the “**Act**”) and Act No. 250/2007 Coll. on Consumer Protection.

Claim Guidelines regulate mutual rights and obligations of the Bank and the Client in a claim procedure.

A claim procedure is a procedure conducted by the Bank on the basis of Client's right to claim verification of correctness and quality of 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 respective legal regulations and these Claim Guidelines.

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

- 2.1. A claim is the 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. A claim does not relate to the following:
- Client's request for payment identification or payment remitter or Bank/Client account depositor,
  - Request for payment refund intermediation,
  - 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 by using a payment means issued by the Bank (e.g. complaint regarding non-delivery or quality of goods or service paid by means of 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,
  - Request for replacement account statement, request for completing 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.
- 2.2. A claim is not a Client's complaint if verification of the Bank proves obvious incorrectness of facts stated therein, which results in extinction of Client's right to request remedy and/or other consideration by the Bank. In such case the Bank performs the process of verification of justification of 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 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 Dialóg service except for a claim of transaction executed by payment card abroad or in form of a separate electronic form by means of the Internet.
- 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 obligated to accept the claim filed in this manner and decide on its justification in the periods specified herein.
- 2.6. The Bank shall confirm the enforcement of Client's claim in writing in case it was filed in writing directly at a branch or sub-branch of the Bank immediately. In another case the Bank shall do so along with the attached written confirmation of claim settlement.
- 2.7. The Bank informs the Client of claim settlement in writing in a confirmation of claim settlement the Bank delivers without undue delay to the address specified by the Client in the respective claim or to the correspondence address of the Client registered by the Bank, otherwise to the latest known address of the Client, respectively. The Client may also be informed of claim settlement by other means or with a special address for delivery if arranged with the Bank upon claim submission.
- 2.8. The Client is obligated to attach to the claim all documents confirming execution of the transaction and facts claimed by the Client if such document or other documents confirming Client's statements were issued by the Bank to the Client after transaction execution, whereby the periods decisive for claim settlement shall commence not earlier than on the day all facts stated by the Client in the claim were announced to the Bank and announcement of which by the Client is required for proper conduct of the claim procedure.
- 2.9. To add information required for deciding the claim, the Bank is entitled to contact the Client by telephone or any other means and ask for provision of the respective data in a form and by a method according to Bank's instructions.
- 2.10. The Bank shall decide on justification of the claim against rendering payment services by the Bank without undue delay.
- 2.11. In case of claim enforced against rendering payment services in a currency of a country that is not a European Economic Area

member and/or in any currency in case of a payment service rendered outside the European Economic Area, the Bank shall decide on justification of the respective claim without undue delay, however, the overall claim settlement process must not last longer than 30 calendar days and 6 months in difficult cases. Should the claim settlement process last longer than 30 days, the Bank shall be obligated to inform thereof the Client in writing or by telephone within 30 days since the claim has been filed.

- 2.12. The Bank shall settle other claims immediately, however, not later than in the period of 30 days since the claim has been filed. In case of a claim filed against the Bank as a financial agent or a financial institution pursuant to the Act No. 189/2009 Coll. on Financial Intermediation and Financial Advisory as amended, the Bank shall settle the claim by 30 days since delivery thereof, while it shall apply that the Bank is obligated to notify the Client in writing within this period of the method of settlement thereof. The Bank may extend the said period pursuant to the second sentence in justified cases to maximum 60 days since delivered thereof and is obligated to notify the claimant of the reasons for such extension to 60 days, and that 30 days since delivery thereof.
- 2.13. Costs regarding claim settlement are borne by the Bank. Costs regarding execution of a claim, including attachments thereto and submitting thereof are borne by the Client. Bank's right for compensation of damages incurred by enforcement of unjustified claim is not affected thereby.
- 2.14. In case of unjustified claim enforced against rendering payment services in a currency of a country that is not a member of the European Union within the territory of the European Economic Area and/or in any currency upon a payment service rendered outside the European Economic Area, the Bank is entitled to compensation of costs related to settlement of the claim.
- 2.15. Valid enforcement of claim by the Client does not discharge the Client from responsibility to perform liabilities towards the Bank throughout the overall claim procedure period, and that also in case a claim is justified and as such has a casual connection with the liability under performance.
- 2.16. The Bank is not obligated to reply to the Client or conduct claim procedures on the basis of a suggestion not being considered a claim under par. 2.1. hereof, as well as on the basis of a repeated suggestion if such repeated suggestion is obviously unjustified.

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

- 3.1. The Client is entitled to remedy executed by the Bank provided the Client informed the Bank of having detected unauthorised or erroneously executed payment transaction based on which the Client is entitled the respective remedy, and that without undue delay since the day the Client has detected unauthorised or erroneously executed payment transaction, however not later than by 13 months since financial means have been debited from the payment account or credited to the payment account.
- 3.2. The period for submitting Client's request for refund of financial means of authorised payment transaction executed based on a payment order submitted by the recipient or via the recipient (collection) is eight weeks since the financial means have been debited from the account. The Bank shall settle such request in a legal manner within the period of 10 working days since the request has been received.

3.3. Provided the Client informs the Bank of an unauthorised or erroneously executed payment transaction by payment card later than 15 days since a card account statement has been issued in case of card use, or later than 45 days since the date the Bank has debited the current account in case of debit card use, the Client is obligated to prove that the Client provided such information without undue delay. If such is not the case it shall be deemed that the Client did not act without undue delay.

### IV. Exemption of Bank's Responsibility

- 4.1. Apart from the reasons of exemption from or limitation to responsibility under business terms and conditions valid for the respective product and 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 regulation. A circumstance excluding Bank's responsibility is an obstacle, which occurred regardless of the will of the obliged party and prevent 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.
- 4.2. The Bank bears no responsibility for its actions under special regulations, and that if:
  - a) The Bank refuses to execute a business transaction or blocks an unusual business transaction,
  - b) 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,
  - c) 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,
  - d) The Bank is forbidden to dispose of deposits and accept further deposits as of the day the deposits became unavailable,
  - e) Upon the execution of receivership in the Bank the trustee, after prior approval of the NBS partially or completely stops the depositors in disposing of their deposits with the Bank for no more than 30 days,
  - f) The National Bank of Slovakia imposes a precaution on the Bank before the procedure is finished.

### V. Closing Provisions

- 5.1. The Bank is authorised to change or completely replace the Claim Guidelines subject to the changes of relevant legal regulations. The Bank shall inform the clients of such change and its effect and publish the given information at its business premises.
- 5.2. For modification of mutual rights and obligations in respect of the claim procedures hereunder the provisions of the 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 reasonably applied.
- 5.3. These Claim Guidelines become effective on 15 December 2011.