

CODE OF COMPLAINTS





Code of Complaints

I. Introductory Provisions

1. UniCredit Bank Slovakia a. s., residing in Šancová 1/A, 813 33 Bratislava, Company Registration No. 00 681 709, incorporated with the Companies Register of District Court Bratislava I, Section: Sa, File No. 34/B (hereinafter the "Bank") issues pursuant to Act No. 250/2007 Coll. on Consumer Protection and amendments to Act of the Slovak National Council No. 373/1990 Coll. on Offences as amended, as amended and Act No. 492/2009 Coll. on the Payment Services and on Amendments and Supplements to Certain Laws (hereinafter the "Payment Services Act") this Complaints Code of Practice of UniCredit Bank Slovakia a. s. (hereinafter the "Code of Complaints").
2. The Code of Complaints regulates in general handling of complaints and claims (hereinafter the "**complaints**") by the Bank and governs legal relations established between the Bank and the client in attending to complaints regarding accuracy and quality of services provided by the Bank to the client.

II. General Provisions on Complaints

1. A complaint shall be lodged by the client in the written or electronic form (in person, by mail, e-mail, or fax). The client shall be authorized to lodge a complaint at any place of business of the Bank.
2. If the client deems that the provisions of the Payment Services Act or provisions of other generally binding legislation, relative to providing of payment services, were breached by the Bank, the client can take the liberty to make a submission to the National Bank of Slovakia.
3. It must be clear from the complaint lodging, who lodges it and what is its subject-matter. The lodging must include particularly:
 - a) name, last name, address, and signature of the natural person, or business name, seat of a legal entity, and signature of a person authorized to act on behalf of the legal entity in matters, which the complaint refers to, product type, or account number;
 - b) the subject-matter of the complaint as such;
 - c) what the Complainant claims;
 - d) documents documenting assertions of the Complainant.
4. The Bank, when accepting the complaint, shall acknowledge taking over of the complaint with the given content to the client in the form of a written document and shall inform him/her about the way of handling and periods specified by the Code of Complaints.
5. The client shall attach to the complaint all documents related to the deal or services in question, proving facts asserted by the client or other documents documenting his/her assertions. If the complaint lacks the required particulars or if the client fails to substantiate it with documents needed for its investigation, the Bank shall have the right to ask the client by phone or in another way to supplement or specify the required data within the specified period with a warning that if s/he fails to do so, the complaint will be considered unjustified.
6. If it is possible, in view of the circumstances related to the claimed fact, the Bank shall decide on the justification of the complaint immediately, in complex cases at the latest within 3 business days as of lodging the complaint, in justified cases, particularly if a complex assessment of the claimed defect of a service is required, at the latest within 30 days as of lodging the complaint.
7. The Bank shall send the client an announcement on complaint settlement at the latest within 30 days as of the complaint lodging.
8. Costs related to handling the complaint shall be covered by the Bank, unless this Code of Complaints or a separate legal regulation provide otherwise.

III. Terms of and procedures to be followed in attending to payment services complaints

1. The term "payment services complaint" means making a claim by the client in the form of a written request to verify accuracy and quality of provided payment services.
2. The Bank accepts payment services complaints during the whole business hours of the respective Bank branch.
3. In accepting a payment services complaint, the Bank shall certify to the client, by a written instrument, the receipt of the complaint of the given content and inform him/her about the method of and time limits for attending to the complaints as per the Code of Complaint.
4. The client shall attach to the payment services complaint all documents related to the respective payment transaction, the respective deal or services, which prove the facts claimed by him/her, provided that such documents or other documents supporting his/her claim were issued by the Bank upon performance of the respective payment transaction, the respective deal or services. In the event that the payment services complaint should lack the required elements or the client should fail to present the documents necessary for the investigation of the complaint, the Bank shall have the right to ask the client by phone or in a different manner for supplementation or specification of the required data in the set period, with a warning that otherwise the complaint shall be deemed unjustified.
5. The client shall be entitled to the remedy by the Bank, if s/he notifies the Bank of identification of an unauthorized payment transaction or of a payment transaction settled erroneously, based on which s/he is entitled to remedy, including other claims in compliance with Payment Services Act, without undue delay as of the day of identifying an unauthorized payment transaction or a payment transaction settled erroneously, however not later than within 13 months as of the day of debiting the funds from the current account or crediting the funds to the current account.
6. The client shall be obligated to submit the complaints of payment transactions, done by means of a payment card, without an unreasonable delay within 15 days from the date of issue of the card account statement, if a credit payment card is concerned, or within 45 days from clearance of the payment, if a debit payment card is concerned. If the client fails to submit the complaint within the aforesaid deadlines, it shall be deemed that he/she did not act without an unreasonable delay unless the opposite shall be proved by the client.
7. The Bank shall decide on the justification of the payment services complaint without undue delay. Time necessary for assessment and proving of authentication, a period for refund of funds and for the assessment of responsibility of payment services providers shall not be affected thereby. The Bank shall inform the client of the complaint result without undue delay.
8. Clause 7 hereof shall be adequately applied to the handling of complaints in case of payment services provided in a currency different from euro or from another currency of the contracting state to the Agreement on European Economic Area within the European Economic Area, or provided in every currency outside of the European Economic Area, while the total complaint settlement may not take longer than 30 calendar days, in complicated cases not longer than six months. The Bank shall inform the client about such fact within the 30-day period.
9. The costs incurred in connection with elaboration of a complaint, including its annexes and with the submission of a complaint are to be born by the Complainant.
10. The costs incurred in connection with handling the payment services complaint shall be born by the Bank, while the right of the Bank to claim damages in the case of the unjustified complaint shall not be affected thereby.
11. The costs of the rectifying settlement shall be born by the Bank or an intermediary that gave rise to the error in the settlement; neither the right to claim damages nor the right of the recovery of property obtained as a result of unjust enrichment shall be affected thereby.
12. The provisions as referred to above shall reasonably apply also to the complaints regarding the use of the means of payment.

IV. Exemption from Liability of the Bank in the Provision of Payment Services

1. Referring to the provisions of the Payment Services Act, the Bank shall not be liable for the violation of obligations in providing payment services, if it is proved that the violation of its

obligations has resulted from circumstances that exempt it from liability within the meaning of the Act No. 513/1991 Coll., the Commercial Code, or procedure under special regulation.

2. The circumstances that exempt an entity from liability include an obstacle which occurred beyond the obligor's will and which prevents the obligor from fulfilling his obligations, provided that one is unable to reasonably presume that the obligor has averted or overcome the obstacle or consequences thereof and that he could anticipate such obstacle at the time of the obligation origination.

V. Final Provisions

1. Any disputes between the Bank and the client shall be resolved in the arbitration proceedings by the Standing Court of Arbitration of the respective jurisdiction within the meaning of the generally binding legal regulations, provided that the Bank and the client have entered into an Arbitration Agreement. Unless otherwise agreed between the Bank and the client, the legal relations established between them shall be governed by Slovak law and the mutual disputes arising from such relations shall be discussed and decided by the general court having jurisdiction over the area where the registered office of the Bank is located.
2. The relations between the client and the Bank not regulated herein shall be governed by the applicable Agreement, Business Terms and Conditions of the Bank for the respective product, General Business Terms and Conditions of UniCredit Bank Slovakia a. s., and generally binding legal regulations, respectively.
3. The Bank is entitled to amend this Code of Complaints depending on the amendments of the applicable legal regulations or Business Policy of the Bank. Any such amendment and the effective date thereof shall be communicated by the Bank to the clients through a notice posted in the business premises of the Bank.
4. This Code of Complaints takes effect on 1 March 2010.