



# **Complaint Handling Rules of Všeobecná úverová banka, a. s.**

Effective from: 01 July 2024

## 1. Introductory Provisions

- 1.1. Všeobecná úverová banka, a. s.; abbreviated name: VÚB, a. s., with registered office at Mlynské nivy 1, 829 90 Bratislava 25, entered in the Companies Register of City Court Bratislava I, section: Sa, file no. 341/B, company reg. no.: 31 320 155, tax reg. no.: 2020411811, VAT ID: SK7020000207 (hereinafter referred to as the “Bank” or “We” in the relevant grammatical form), in compliance with the generally binding legal regulations of the Slovak Republic, hereby issues these Complaint Handling Rules of Všeobecná úverová banka, a. s. (hereinafter referred to as the “Complaint Handling Rules”).
- 1.2. The Complaint Handling Rules define the mutual legal relationships between the Bank and You as the client of the Bank, potential clients, or any other authorised persons (hereinafter referred to as “You” in the relevant grammatical form) in connection with the lodging of complaints, in particular, the method of complaint submission, related requirements, timeframes, and the method of Complaint Handling.
- 1.3. A complaint means the exercise of your rights under liability for defects (in particular accuracy and quality) of the services and products that We provide (hereinafter referred to as the “Complaint”). Any of your complaints, regardless of its designation, the contents of which implies that You claim the protection of your rights and legally protected interests that You believe have been violated by our actions or omissions, is also considered a Complaint.
- 1.4. The following in particular are not considered a Complaint:
  - Request for identification of a payment transaction or identification of the payer/person depositing money to an account;
  - Request for arranging a refund and identification of the payment recipient;
  - Request through which you object against the non-delivery or erroneous delivery of goods or services by a merchant;
  - Request for cancellation of a payment order before being processed;
  - Request for cancellation of a transfer under a SEPA direct debit before being executed;
  - Request for completing details on the payer or specification of a payment operation;
  - Request for a copy of the deposit/withdrawal note or payment order;
  - Request for a statement reprint;
  - Request for issue of a confirmation;
  - Request for justification of the rejection of a request for the provision of a product or service;
  - Request for interest rate reduction or other changes in the contractual terms and conditions with regard to loans;
  - Request for justification of the appraisal/determination of the price of a real estate;
  - Request of informative nature, the subject of which is to verify the accuracy and quality of the product or service provided to You;
  - Suggestion to adjust/improve our products and services, including related documentation;
  - Request for granting beneficial conditions;
  - Request for providing an explanation or additional information;
  - Suggestion submitted anonymously.
- 1.5. The Complaint Handling Rules supplement the provisions of the General Business Terms and Conditions of VÚB, a. s. for Deposit Products (hereinafter referred to as the “GBT&Cs”) and the special business terms and conditions for individual products and services (hereinafter referred to as the “BT&Cs”), and are available at each Point of Sale and on the Website ([https://www.vub.sk/právne informácie](https://www.vub.sk/pravne_informacie), <https://www.quatro.sk/dokumenty/>, <https://www.vub.sk/ludia/leasing/>).
- 1.6. The capitalised terms used in the Complaint Handling Rules have the meaning as attributed to them in the agreement concluded between Us and You, the subject of which is the provision of our product or service (hereinafter referred to as the “Agreement”), in the BT&Cs, or the GBT&Cs.

- 1.7 In the event of a conflict between the provisions of the Agreement, the BT&Cs, the GBT&Cs, and the Complaint Handling Rules, the applicable provisions shall take precedence in the following order: Agreement, BT&Cs, GBT&Cs, and Complaint Handling Rules.
- 1.8 The provisions of the Complaint Handling Rules also apply to dealing with claims. Claim means a suggestion by a natural person or legal entity claiming the protection of their rights or legally protected interests that they believe have been violated by the action or omission of the Bank.

## **2. Lodging of Complaints**

- 2.1 A Complaint can be lodged by You as our client, potential client, or another authorised person in the official language of the country or in the language in which the Agreement is drawn up.
- 2.2 You can lodge the Complaint:
  - in person in a written form at a Bank Point of Sale;
  - in writing at the address: VÚB, a. s., Riadenie podnetov klientov, Mlynské nivy 1, 829 90 Bratislava 25 or VÚB, a.s., 29. augusta 3, P.O.BOX 87, 058 01 Poprad;
  - electronically via e-mail at kontakt@vub.sk;
  - by means of a contact form available at the Website.
  - by phone at 0850 123 000 (within Slovakia), +421 2 4855 5970 (from abroad);
  - through Nonstop Banking and VÚB Online Banking services.
- 2.3 When submitting a Complaint, you must provide your identification details, in particular your name, surname, or business name, date of birth or identification number, permanent domicile or the address of another place of residence or registered office/place of business for the purposes of appropriate identification of You as the complainant. Without an appropriate identification of You as the complainant, we shall consider the Complaint anonymous and shall not deal with it. The written Complaint should be signed by the complainant or by the person authorised to act on behalf of the complainant.
- 2.4 You must define in your Complaint the claimed facts in a clear and comprehensible manner, attach all and any documents proving your statements, and specify the rights that You claim from us. If the Complaint has deficiencies or is incomplete, we shall call you to remedy such deficiencies. We may also request You to provide concurrence in the handling of your Complaint; unless You provide it to us, we can decide only on the basis of available documents. If You fail to submit to us the requested additional documents/information, immediately upon our call, we can evaluate your Complaint as unjustified.
- 2.5 We shall inform You of the receipt of the Complaint or the need to complete it in an appropriate manner.
- 2.6 We shall not deal with a Complaint lodged repeatedly or by the same person in the same matter that does not contain any new facts.
- 2.7 In case You present the Complaint orally at a Point of Sale or through a phone conversation, we are authorised to produce a (written or audio) record of such Complaint.
- 2.8. The lodging of a Complaint does not relieve You of the obligation to meet your commitments against us throughout the Complaint handling procedure, regardless of whether your Complaint is justified or not, or whether the Complaint has a direct causal link to the fulfilment of your commitments towards Us.

## **3. Time limits for the lodging and handling of Complaints**

- 3.1 Unless otherwise stipulated in the Complaint Handling Rules, You must lodge a Complaint without undue delay after having learnt about the facts that are necessary for exercising it.
- 3.2 Unless otherwise stipulated in the relevant legal regulation or in the Complaint Handling Rules below, we shall decide on whether the Complaint is justified or not without undue

delay. The handling of your Complaint shall not take longer than 30 (thirty) calendar days from the lodging of the Complaint. In complicated cases, your Complaint shall be handled within a maximum period of 3 (three) months from lodging. We shall inform You within 30 (thirty) days from the lodging of your Complaint of the fact that the handling of the Complaint will take more than 30 (thirty) days.

- 3.3 The time limit for handling a Complaint commences on the day of lodging of the Complaint.

#### **4. Complaint settlement**

- 4.1 We shall decide about the Complaint based on proven facts and available data.
- 4.2 We shall inform You about the settlement of your Complaint in writing without undue delay in accordance with the time limits specified in Articles 3 and 7 hereof. Complaint settlement means the completion of the Complaint handling procedure by accepting the Complaint or by its justified rejection.
- 4.3 In the case of Complaints submitted in the manner where it is not possible to unambiguously verify your identity pursuant to the relevant legal regulations, our opinion shall not contain information constituting banking secrecy, or We shall inform You about the Complaint settlement in writing by sending You our opinion to the correspondence address last notified by You.

#### **5. Costs of Complaint handling**

- 5.1 Unless otherwise stipulated in the Complaint Handling Rules below or in special legal regulations governing the handling of complaints in connection with the specific type of financial service or product, the costs of the Complaint handling shall be borne by Us, and the costs of the drafting and lodging of the Complaint, including any annexes thereto, shall be borne by You.

#### **6. Disputes resolution**

- 6.1 If you are a consumer and a dispute arises between Us and You related to the Complaint or if You believe that We have violated any of your other rights, You have the right to address to Us a request for remedy.
- 6.2 In case We dismiss your request pursuant to paragraph 6.1 hereof, We shall inform you of the relevant alternative dispute resolution entities pursuant to paragraph 6.1 hereof.
- 6.3 If We dismiss your request pursuant to paragraph 6.1 hereof or We do not reply to it within 30 (thirty) days from its sending, You have the right to file a proposal to initiate an alternative dispute resolution with an alternative dispute resolution entity of your choice which is competent to resolve disputes under or in connection with the bank business deal. The list of alternative dispute resolution entities is made available on the website of the Ministry of Economy of the Slovak Republic. The website of the Ministry of Economy of the Slovak Republic (<https://www.mhsr.sk/obchod/ochrana-spotrebitela/alternativne-riesenie-spotrebitelskych-sporov-1/zoznam-subjektov-alternativneho-riesenia-spotrebitelskych-sporov-1>) also contains detailed information on the relevant alternative dispute resolution entity as well as about the conditions under which You may contact that entity. One of the alternative dispute resolution entities competent to resolve disputes under the bank business Contract is the Institute of Alternative Dispute Resolution of the Slovak Banking Association, Blumental Office I, Mýtňa 48, 811 07 Bratislava – Staré mesto, <http://institutars.sk/>. The requirements for the motion to initiate an alternative dispute resolution, the procedure, as well as further information are stipulated in Act No. 391/2015 Coll. on Alternative Resolution of Consumer Disputes and on changes and amendments to some acts.
- 6.4 If You are not a consumer, You may use the option of dispute resolution via arbitration or other out-of-court settlement of disputes arising under or in connection the banking deal

contract. The terms and conditions for the said forms of dispute resolution as well as the rights and obligations of Us and You as the parties to the dispute are governed mainly by Act No. 244/2002 Coll. on Arbitration Proceedings, as amended, and Act No. 420/2004 Coll. on Mediation and on changes and amendments to some acts, as amended.

- 6.5 If You are a consumer and You believe that your rights or legally protected interests have been violated, You can also contact the supervisory authority, which is the National Bank of Slovakia, Imricha Karvaša 1, 813 25 Bratislava, <https://nbs.sk/>.

## **7. Special provisions concerning Complaints about payment services**

- 7.1 You who have an agreement concluded with Us on the acceptance of payment cards are obliged to submit your Complaint in writing in paper form at the address: VÚB, a. s., Mlynské nivy 1, 829 90 Bratislava or electronically via e-mail at [pos\\_reklamacie@vub.sk](mailto:pos_reklamacie@vub.sk).
- 7.2 You must lodge your Complaint concerning an unauthorised or erroneously executed payment transaction without undue delay after you have learnt about it and not later than within six (6) months following the date of debiting/crediting of the funds from/to the account and, if You are a consumer, at the latest within 13 (thirteen) months from the date of debiting/crediting the funds from/to the account.
- 7.3 Request for a refund from an unauthorised SEPA direct debit must be filled within 13 (thirteen) months from the debiting of the funds from your account and their parallel crediting to the recipient's account. In the case of filing a request under the previous sentence, You have the right to a refund. After carrying out investigation with a positive result, We as the bank of the direct debit recipient are authorised to clear the refunded sum from the recipient's account without the recipient's consent, event at the cost of incurring a debit balance. The payer's bank has the right to claim interest lost due to an unauthorised direct debit by the direct debit recipient (compensation sum), and the direct debit recipient is obliged to pay such interest to the payer's bank, even at the cost of a debit balance on the recipient's account.
- 7.4 In the case of a Complaint about payment services (including payment transactions executed by payment card) in EUR currency or in another currency of a state party to the Agreement on the European Economic Area within the European Economic Area, the Bank shall decide about the Complaint being justified or not immediately and not later than 15 (fifteen) working days from delivery of the Complaint. If the handling of the Complaint takes more than 15 (fifteen) working days, we shall inform You about the extension of this time limit. The time limit for delivery of the final response in the case of Complaints shall not exceed 35 working days.
- 7.5 In complicated cases, mainly in the case of payment transactions executed by payment card abroad, as well as in the case of a Complaint about payment services:
- a) in a currency other than EURO or the currency of a state party to the European Economic Area within the European Economic Area, or
  - b) in any currency beyond the European Economic Area, total handling will not take longer than 35 working days, in complicated cases no longer than 6 months.
- 7.6 We shall not resolve disputes between a merchant and a card holder that arose in connection with the purchase of goods or services. However, in the event of non-delivery of goods and/or services by the merchant, You may request a refund of the amount of the payment transaction executed by a payment card at the latest within three months from the date of debiting the payment transaction from the account to which the payment card has been issued. The result of the handling of the request under this paragraph depends on the verification of the facts objected by You concerning the non-delivery of the goods and/or service by the merchant's bank. You acknowledge that, in such cases, the handling of your request depends on cooperation by third parties and may take for a maximum of 120 days. If the request of the card holder is evaluated by the merchant's bank as unjustified, we shall be authorised, even without the card holder's consent, to

debit the funds from the account to which the payment card has been issued in the amount of the sum objected by the card holder.

- 7.7 If you complain about payment transactions executed by a payment card or a cash deposit made in our selected ATMs, also referred to as “cash deposit ATM” (“vkladomat“), We shall refund the requested amount, based on the initial findings after the preliminary review of your Complaint prior to the full investigation and final decision about your complaint. If We find out by the investigation of your Claim (in particular upon receipt of information from the merchant’s bank or after opening the cash deposit ATM) and decide that your Complaint is unjustified, We shall reject your Complaint and charge the amount of the funds You request in your Complaint and which we have returned to you on a preliminary basis from your account, regardless of the current balance of your account. In the event that a debit balance incurs on your account after charging the respective sum, You are obliged to settle this debit without undue delay upon delivery of the final response in the case of such Complaints.  
The above does not apply to non-cash transfers made through an ATM.
- 7.8 The costs of an unauthorised Complaint about a payment transaction executed on behalf of a State that is not a state party to the Agreement on the European Economic Area shall be borne by You. The applicable amount is specified in the Price List of VÚB, a. s.

## **8. Final Provisions**

- 8.1 The Complaint Handling Rules are drawn up in Slovak language. If the Complaint Handling Rules are also drawn up in a language other than Slovak, the Slovak version shall be decisive for their legal assessment and interpretation.
- 8.2 We reserve the right to unilaterally amend the Complaint Handling Rules. We shall inform You about changes pursuant to this paragraph by Disclosure at a Point of Sale or at the Website not later than 15 (fifteen) days prior to the proposed date of effect of the change, provided that the change does not concern payment services. If the change to the Complaint Handling Rules concerns payment services, we shall inform You about such change by Disclosure at the Point of Sale and on the Website not later than 2 (two) months prior to the proposed date of effect of the change.
- 8.3 We reserve the right to add new provisions to the Complaint Handling Rules due to the introduction of new services. We undertake to inform You about any new provisions to the Complaint Handling Rules by Publishing at least one (1) calendar day prior to their effective date.

The Complaint Handling Rules shall take effect on 01 July 2024. On the effective day of these Complaint Handling Rules, the Complaint Handling Rules effective from 05 February 2023 shall be repealed and replaced. The adjustment of any mutual rights and obligations in the complaint procedure for clients of the dissolved company VÚB Leasing, a. s. shall be subject to the provisions of these Complaint Handling Rules.