



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

**Effective from: 01 May 2020**

## 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 District 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 Complaints Handling Rules of Všeobecná úverová banka, a. s. (hereinafter referred to as the “Complaints Handling Rules”).
- 1.2. The Complaints Handling Rules define the mutual legal relationships between the Bank and You as the client of the Bank, potential clients, or 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 complaints 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 payment 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 Complaints 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/právne_informácie), <https://www.quatro.sk/dokumenty/>).
- 1.6. The capitalised terms used in the Complaints 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 Complaints Handling Rules, the applicable provisions shall take precedence in the following order: Agreement, BT&Cs, GBT&Cs, and Complaints Handling Rules.

1.8. The provisions of the Complaints 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 at a Point of Sale;
- in writing at the address: VÚB, a. s., Riadenie podnetov klientov, Mlynské nivy 1, 829 90 Bratislava 25;
- electronically via e-mail at [kontakt@vub.sk](mailto: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 Internet Banking and Mobile 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 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 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, We can evaluate your Complaint as unjustified. The time limits for the handling of a Complaint commence upon the proof of all the facts that are decisive for an objective assessment of the Complaint being justified.

2.5. We shall inform You of the receipt of the Complaint (including confirmation of its content, and the method of and deadline for its handling), the need to complete it, and of its handling in an appropriate manner. 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.

2.6. 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.

2.7. 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. Timeframes for the lodging and handling of Complaints**

- 3.1. Unless otherwise stipulated in the Complaints Handling Rules, You are obliged to 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 Complaints Handling Rules below, We shall decide on whether the Complaint is justified or not without undue delay, not later than by 30 calendar days. This time limit may be extended if the handling of the Complaint is dependent on the concurrence and actions by third parties (e.g. insurance company).
- 3.3. The time limit for handling a Complaint commences on the day of receipt of the Complaint that is complete and without deficiencies.

### **4. Complaint handling method**

- 4.1. We shall decide about the Complaint based on proven facts and available data.
- 4.2. We shall inform You about the handling of your Complaint by one of the means by which We receive Complaints. We shall deliver You our written opinion on your Complaint by one of the means defined in the business terms and conditions of the respective product. In addition, We can inform You about the handling of the Complaint also electronically (including through Nonstop Banking services) or in another agreed manner or in the manner that enables You to get familiar with our opinion.
- 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 handling 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 Complaints 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 annexes thereto, shall be borne by You.

### **6. Disputes resolution**

- 6.1. If you are unsatisfied with our way of handling your Complaint, You have the right to address to us a request for investigating your Complaint. If You express your disagreement with the Bank's opinion even after we have investigated your Complaint, without stating any new facts concerning your Complaint, We shall not deal with your recurrent complaint.
- 6.2. If You are a consumer and We have found your Complaint unjustified, or You believe that We have violated your rights, You have the right to file a proposal for initiating an alternative dispute resolution with an alternative dispute resolution entity that is competent to resolve disputes under or in connection with the Agreement, of your choice. The list of alternative dispute resolution entities is made available on the website of the Ministry of Economy of the

Slovak Republic. One of the alternative dispute resolution entities competent to resolve disputes under the Agreement is the Institute of Alternative Dispute Resolution of the Slovak Banking Association, Blumental Office I, Mýtina 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.

## **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 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 months from the date of debiting/crediting the funds from/to the account.
- 7.3. You must submit a request for a refund from an authorised CORE type SEPA direct debit within eight (8) months from the debiting of the funds from your account and their parallel crediting to the recipient's account, without the need to state the reason for the refund. In the case of submission of a request pursuant to the previous sentence, You are entitled to an immediate refund.
- 7.4. You must file a request for a refund from an unauthorised SEPA direct debit 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 based on a positive result of the investigation, and 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.
- 7.5. 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.
- 7.6. 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,

the handling of the Complaint may take for a maximum of six (6) months, and We shall inform You about the course of the Complaint handling procedure and on the reason for extending the time limit not later than within 30 days from its lodging.

- 7.7. 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.
- 7.8. 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 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.
- 7.9. If We cause an erroneous payment transaction, We shall perform a corrective clearance by debiting or crediting your account without undue delay after learning about the error, without requesting your consent to such correction. If possible, we shall inform you about the corrective clearance in paper form or electronically. Corrective clearance cannot be used to eliminate an error in a payment transaction caused by You. In compliance with the applicable legal regulations, We shall perform the corrective clearance by debiting or crediting your account also on the initiative of another bank that has performed the erroneous clearance. If we cause and are liable for a failure to execute or for an erroneous execution of a payment transaction, where our error cannot be remedied by corrective clearance, we shall return to You or credit to You or enable You to dispose of the amount of the unexecuted payment transaction or erroneously executed payment transaction without undue delay. Whenever possible, We shall seek to restore the payment account balance as if the erroneous payment transaction was not executed at all, in compliance with the legal regulations.
- 7.10. 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.

## **8. Final Provisions**

- 8.1. We reserve the right to unilaterally amend the Complaints 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 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 Complaints 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 two months prior to the proposed date of effect of the change.
- 8.2. The Complaints Handling Rules shall take effect on 01 May 2020.