

CLAIMS PROCEDURE  
UNICREDIT BANK  
CZECH REPUBLIC  
AND SLOVAKIA, A.S.

The claims procedure of UniCredit Bank Czech Republic and Slovakia, a.s. (hereinafter referred to as the "Bank") stipulates the manner of communication between the client or potential client (hereinafter referred to as the "Client") and the Bank in cases when the Client believes the Bank did not observe the terms and conditions ensuing from the contract for an agreed product or service or that the Bank's procedure is in conflict with valid laws.

This claims procedure also regulates the Client's notification of unauthorised or incorrectly executed payment transactions as well as requests for reimbursement of an authorised payment transaction.

Other submissions from Clients shall be regarded as suggestions, requests or proposals for improvement.

This Claims Procedure is not applicable for submissions of Clients ensuing from contractual relationships between the Bank and the Clients in cases when those contractual relationships involve UniCredit Bank Czech Republic and Slovakia, a.s., foreign bank branch in Slovakia.

## 1. REQUISITES OF A CLAIM, COMPLAINT

1.1 A claim or complaint must include the following information about the Client and the subject of the submission:

- a) first name, surname, and either date of birth for an individual or company name and company ID no. for an individual – entrepreneur or legal entity;
- b) contact address, registered office of the company, telephone or email contact to expedite and to simplify communication between the Client and the Bank;
- c) if relevant, the account number or payment card number which is the subject of the submission;
- d) detailed description of the claimed case supported by copies of supplementary documents and possible request for a manner of resolution;
- e) in case of a transaction made by way of a payment card, a **form of Cardholders Dispute Form** completed and signed by the Client which is available at the branches of the Bank or, in electronic form, on [www.unicreditbank.cz](http://www.unicreditbank.cz);
- f) if the complaint fails to contain all particulars, the Bank may contact the Client asking him or her to provide the missing data (in such event, the complaint is not considered to be duly submitted).

## 2. MANNER OF SUBMITTING A CLAIM OR COMPLAINT

2.1 The Client may submit the claim or complaint in the following ways:

- a) **in person** at any of the Bank's places of business, preferably at the branch maintaining his or her account. An employee of the branch (personal banker) will provide the Client with all information necessary for resolving the case. If immediate resolution is not possible, the employee will create a written claim record with the Client and send it for further review to the pertinent department of the Bank.
- b) **electronically**
  - by e-mail directly to the address: [reklamace@unicreditgroup.cz](mailto:reklamace@unicreditgroup.cz).
  - via the website [www.unicreditbank.cz](http://www.unicreditbank.cz), forms for submitting claims and complaints.
- c) **by post** to the following address:  
UniCredit Bank Czech Republic and Slovakia, a.s.  
Service Quality Management, Želetavská 1525/1,  
140 92 Prague 4 – Michle, Czech Republic
- d) **by telephone** on the toll-free phone line 800 14 00 14.

## 3. SUBMISSION DEADLINES, SETTLEMENT OF THE CLAIM OR COMPLAINT, AND MANNER OF INFORMING THE CLIENT OF THE SETTLEMENT

- 3.1 It is necessary to submit the claim or complaint without undue delay after the Client discovers the reasons for the claim, in principle within 3 months from the occurrence of an error or problem, but at latest within the statute of limitations stipulated by the pertinent legal regulations.
- 3.2 The Client is obliged to file a claim regarding incorrect data concerning payment transactions without undue delay. If the Client does not file a claim within 30 days from receiving the account statement, or from the time that the relevant transaction is displayed in the direct banking application, and if the Client was not prevented from doing so by objectively insurmountable obstacles, then it applies that the Client did not file the claim without undue delay and his or her entitlement to make a claim has lapsed.
- 3.3 The Client's claims and the Bank's corresponding obligations concerning an incorrectly executed or unauthorised transaction expire at latest after 13 months from the day of debiting the funds from the account if they are not claimed at the Bank during this period, except for cases when the Bank did not fulfil its obligation to provide or make available to the Client information on the pertinent payment transaction.
- 3.4 The deadline for settling a claim or complaint is at most 30 calendar days from the date of the Bank's accepting the submission. In cases where different deadlines are provided for by a special law, steps shall be taken in accordance with the special law.
- 3.5 If it is not possible to settle such claim or complaint in the specified period, the Client is informed of the current state of the procedure and the anticipated final term of settlement.
- 3.6 Claim periods do not include periods for correction or completion of the Client's submission or for supplementary acquisition of documents from the Client or third parties necessary for investigating the claim.
- 3.7 The Client is informed of the manner of settling the claim or complaint by the Bank by email or registered mail.

## 4. LEGITIMATE CLAIM OF AN UNAUTHORISED OR INCORRECTLY EXECUTED PAYMENT TRANSACTION

- 4.1 If an unauthorised payment transaction has been made, then immediately after learning about this fact on the basis of the Client's claim, and unless by law the loss is borne by the payer, the Bank either
  - a) puts the payment account from which the payment transaction had been debited into the state in which it would be if this debiting had not occurred; or
  - b) if the aforementioned method is not applicable, returns the amount of the payment transaction, the charges paid and the lost interest to the payer.

## 5. INFORMATION ON REIMBURSING A DIRECT DEBIT AMOUNT (AUTHORISED PAYMENT TRANSACTION)

- 5.1 The Client is entitled to request reimbursement of a debited amount within eight weeks after the direct debit was executed if the amount does not correspond with the limit set for the direct debit, or which in cases of his or her inactivity has been set by the Bank pursuant to the relevant business terms and conditions. In case of a legitimate request, the Bank shall reimburse the amount of the payment transaction within 10 business days.

## **6. DISALLOWING A CLAIM**

- 6.1 The Bank is specifically entitled to disallow a claim in the following cases:
- a) The Client has not fulfilled the requisites for the claim, even within an additional period of 10 days provided by the Bank for that completion.
  - b) The limitation period has lapsed.
  - c) The case is being resolved, or has been resolved and a decision reached, by a court or financial arbiter.

## **7. OBJECTING TO THE SETTLEMENT OF A CLAIM AND EMERGENCE OF DISPUTE**

- 7.1 If the Client is not satisfied with the manner of settling a claim or complaint, he or she is entitled to express that objection ("the Appeal") in writing send the same in paper form to the address of the Bank's registered office, or, by electronic communication means to the address reklamace@unicreditgroup.cz.
- 7.2 The Appeal shall state the reference number of the claim against which the Client's appeal is being submitted, as well as a precise specification of the claim settlement part to which the Client objects, together with the grounds of the objection.
- 7.3 If the Client sets out or additionally supplies new facts as part of her or his objections to the claim settlement, while such facts were not previously submitted by the Client at filing the initial claim and, therefore, they could not be considered by the Bank during the original investigation, submission of such new facts shall be deemed to constitute a new claim, rather than an Appeal.
- 7.4 Delivery of an Appeal to the Bank shall be deemed to constitute emergence of a dispute between the Bank and Client.
- 7.5 The Appeal must be settled within the maximum period of 30 days commencing as of the Appeal delivery date to the Bank.
- 7.6 The Bank shall notify the Client about the claim settlement outcome always in writing sent either by e-mail or by registered mail, as the Client may prefer.
- 7.7 The Client's right to approach the financial arbiter, providing the arbiter's relevant jurisdiction applies (see Art. 14, General Business Terms and Conditions of UniCredit Bank Czech Republic and Slovakia, a.s.); the court; the Czech National Bank; or another authority shall remain unaffected.

## **8. COMMENTS ON THE BANK'S SERVICES AND PRODUCTS**

- 8.1 Clients may communicate their suggestions and comments on the provided services and products to the Bank in person at any of the Bank's places of business, where employees are obliged to accept such suggestions in the form of a written report. The email address kvalita@unicreditgroup.cz has been established for this same purpose.

## **9. FINAL PROVISIONS**

- 9.1 Claims Procedure is published in full on the Bank's website and is available for review at all the Bank's places of business.

This Claims Procedure is effective from 14 March 2019.