

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 where those contractual relationships involve UniCredit Bank Czech Republic and Slovakia, a.s., and foreign bank branches in Slovakia.

1. REQUISITES OF A CLAIM OR 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 branches of the Bank or, in electronic form, on 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). If, at any time during the complaint procedure, the Client is requested by the Bank to complete the documents necessary to properly investigate the complaint, he/she shall be obliged to complete them within ten days of receipt of the Bank's request.

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.
 - via the website www.unicreditbank.cz, forms for submitting claims and complaints.
 - by a data repository.

c) **by post** to the following address:
UniCredit Bank Czech Republic and Slovakia, a.s.
Complaints, Želetavská 1525/1,
140 92 Prague 4 – Michle, Czech Republic

d) **by telephone** on the toll-free phone line, 221 210 031.

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 implies 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 complaints regarding the provision of payment services shall be within 15 working days after the date of their receipt. Should an obstacle independent of the Bank's will prevent the Bank from settling the complaint or claim within the specified period, it shall inform the Client within this period of the obstacles preventing it from timely settlement and shall settle the complaint or claim within 35 working days after the date of receipt thereof.
- 3.5 The deadline for settling a claim or complaint relating to non-payment services 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. 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 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 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 has 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.

4.2 If a payment transaction has been incorrectly executed, upon the Client's complaint, the Bank shall immediately after discovering this fact ensure the following steps:

4.2.1 If the Bank is obliged under the Payment System Act to rectify an incorrectly executed payment transaction against the Payer and the Payer notifies the Bank that he/she does not insist on the execution of the payment transaction, the Bank shall promptly:

- a) set the payment account from which the amount of the payment transaction has been debited back to the state it would have been in if the debit had not been made; or
- b) refund the amount of the payment transaction, the consideration paid and the interest foregone to the Payer, if the procedure under point a) is not an option.

This procedure shall only apply in relation to the amount of an incorrectly executed payment transaction which has not been credited to the account of the Recipient's provider before the Payer has notified the Bank that he/she does not insist on the execution of the payment transaction, provided that the Bank documents this crediting to the Payer and, where applicable, to the Recipient's provider.

4.2.2 If the Bank is obliged to rectify an incorrectly executed payment transaction vis-à-vis the Payer and the Payer does not notify the Bank that he/she does not insist on the execution of the payment transaction, the Bank shall immediately arrange for the amount of the incorrectly executed payment transaction to be credited to the account of the Recipient Provider and shall

- a) set the Payer's payment account to the state it would have been in if the Payer's payment provider had executed the payment transaction correctly; or
- b) return the incorrectly paid consideration and lost interest to the Payer if the procedure under point (a) is not an option.

4.2.3 If the Bank is obliged under the Payment System Act to correct an incorrectly executed payment transaction against the Payee, the Bank shall promptly:

- a) set the Payee's payment account to the state it would have been in if the Bank had executed the payment transaction correctly, or
- b) make the amount of the incorrectly executed payment transaction, the consideration paid and the interest foregone available to the Recipient if the procedure under point (a) is not an option

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 sent 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, 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 has the 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 or another authority e.g., the Czech National Bank, which assesses the Bank's compliance with the relevant legislation without having any decision-making power in a specific dispute.

7.8 In the case of contracts concluded online, the Client may contact the online dispute resolution platform at [Online Dispute Resolution | European Commission \(commission.europa.eu\)](https://online-dispute-resolution.commission.europa.eu).

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 info@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 2. 9. 2024.