

COMPLAINTS RULEBOOK
OF SLOVENSKÁ SPORITEL'ŇA, A.S.

Complaints Rulebook

Publication date 31/10/2014
Effective date 01/01/2015

1. FUNDAMENTAL PROVISIONS

- 1.1. This Complaints Rulebook regulates all legal relationships arising between the Client and the Bank in connection with the filing of a Complaint, particularly the procedure and the deadline for resolving a Complaint and payment of the cost related to a Complaint.
 - 1.2. The Complaints Rulebook forms part of GBC and is available on the internet site www.slsp.sk and in each Branch.
 - 1.3. Capitalised terms shall have the meaning defined in the Contract, in the product-specific business conditions and in the GBC.
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2. MANNER OF FILING A COMPLAINT

- 2.1. The Client may file a Complaint:
 - a) personally at a Branch;
 - b) in writing;
 - c) in electronic form, or
 - d) by telephone using the Sporotel service.
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3. DEADLINES FOR FILING A COMPLAINT

- 3.1. The Client shall file a Complaint no later than within 6 months from the day, on which it was able to
 - a) detect the defect complained about; or
 - b) inspect visually the thing complained about.
 - 3.2. A Client, who is a consumer pursuant to the Payment Services Act, shall submit the Complaint within 13 months from the day, on which funds were debited from or credited to account.
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4. CONTENT OF COMPLAINT

- 4.1. In a Complaint, the Client shall provide its identification data and a description of the facts complained about, present documents proving its allegations and specify the rights raised by the Client against the Bank.
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5. JUSTIFIED COMPLAINT

- 5.1. A Complaint is justified if:
 - a) it complies with the legal regulations and good manners;
 - b) it was filed by an authorised person,
 - c) it describes facts that correspond to the truth;
 - d) it was filed within the deadline for filing the Complaint; and
 - e) it meets the form and content requirements for a Complaint.
 - 5.2. The Bank shall only deal with justified Complaints.
 - 5.3. The Bank will not deal with a resubmitted Complaint, in which the Client did not provide any new facts.
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6. HANDLING AND RESOLVING COMPLAINTS

- 6.1. The Bank shall confirm to the Client the receipt of a Complaint.
- 6.2. In case the Complaint has any shortcomings, the Bank shall request the Client to remove the same.
- 6.3. The deadline for resolving the Complaint starts on the day, on which the Complaint meets all form and content requirements.
- 6.4. The Bank may request the Client to provide assistance. If the Client fails to provide such assistance, the Bank shall decide based on the documents and information available to it.
- 6.5. The Bank shall examine the Complaint and decide within 30 calendar days, unless the Complaint relates to the provision of payment services.

- 6.6. The Bank shall examine a Complaint relating to the provision of payment services and decide without unreasonable delay.
 - 6.7. The process of resolving a Complaint relating to the provision of payment services in a currency other than the euro or in any currency outside the European Economic Area must not last longer than 30 calendar days in total and, in complex cases, not longer than 6 months. The Bank shall inform the Client if the process of resolving the Complaint will last longer than 30 calendar days.
 - 6.8. The deadline for resolving a Complaint may be extended depending on the conduct of a third party, whose assistance is required for resolving the Complaint.
 - 6.9. The Bank shall inform the Client about the resolution of the Complaint.
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7. ERRONEOUS CLEARING

- 7.1. In case the Complaint relates to an incorrectly executed payment transaction, the Bank shall
 - a) carry out Corrective Clearing; or
 - b) give the instruction to carry out Corrective Clearing to other executing institutions and intermediary institutions involved in the payment transaction.
 - 7.2. In case erroneous clearing was caused by another bank, the Bank shall request that bank to carry out corrective clearing, in which case the Bank shall not be liable for the performance of such corrective clearing by the other bank.
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8. COST OF COMPLAINT

- 8.1. The cost related to the filing of a Complaint shall be borne by the Client.
 - 8.2. The Bank shall bear the cost related to the resolution of:
 - a) a justified Complaint, or
 - b) a Complaint related to payment services pursuant to the Payment Services Act regardless of the justifiability of the Complaint, except for a Complaint related to a Transboundary Transfer or Complaint related to a transfer in a currency other than the currency of a member state of the Agreement on the European Economic Area.
 - 8.3. The amount of the cost of processing a Complaint is specified in the Service Charge List, or shall be notified by the Bank to the Client in writing.
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9. FINAL PROVISIONS

- 9.1. The provisions governing changes and amendments to the GBC shall also be applied accordingly to changes of the Complaints Rulebook.
 - 9.2. The Complaints Rulebook enters into force on 1 January 2015. As of the effective date of the Complaints Rulebook, the Complaints Rulebook issued by the Bank with effect from 1 January 2003 shall be revoked and superseded.
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ZÁKLADNÉ INFORMÁCIE

Slovenská sporiteľňa, a. s.

Tomášikova 48, 832 37 Bratislava

IČO (Identification number): 00 151 653

Incorporated with the Commercial Register of the District Court of Bratislava I, Section Sa, File No.: 601/B

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