COMPLAINTS RULEBOOK

OF SLOVENSKÁ SPORITEĽŇA, A. S.

Complaints Rulebook as of 1 January 2015

in the wording effective since 1 January 2024



1. BASIC PROVISIONS

- 1.1. The Complaints Rulebook governs all legal relationships arising between the Client and the Bank in connection with the lodgement of a Complaint, in particular the procedure and the deadline for handling a Complaint, as well as the method of paying the cost associated with a Complaint.
- 1.2. The Complaints Rulebook is part of GBC and is available at www.slsp.sk and in each Branch.
- 1.3. Capitalised terms shall have the meaning agreed in the Agreement, Product-Specific Business Conditions or the GBC.

2. LODGING A COMPLAINT

- 2.1. The Client shall lodge a Complaint:
 - a) in person at a Branch;
 - b) in writing;
 - c) in an electronic form; or
 - d) by phone using the Client Centre line.

3. TIMEFRAMES FOR LODGING A COMPLAINT

- 3.1. The Client shall lodge a Complaint no later than within 6 months after the day when the Client had the possibility:
 - a) to detect the claimed defect; or
 - b) to examine the object subject to the Complaint.
- 3.2. A Client, who is a consumer pursuant to the Payment Services Act, shall lodge a Complaint no later than within 13 months after the day when funds were debited from or credited to his/her/their account.

4. CONTENT OF A COMPLAINT

4.1. In the Complaint, the Client shall state his/her/their identification data, describe the facts complained of, submit documents to prove his/her/their claims and indicate the rights claimed by the Client from the Bank.

5. ELIGIBILITY OF A COMPLAINT

- 5.1. A Complaint shall be deemed eligible if:
 - a) it complies with the legal regulations or good morals principles;
 - b) it is lodged by an authorised person;
 - c) the facts stated therein are based on truth;
 - d) it is lodged with the timeframe for lodging Complaints; and
 - e) it meets all the particulars of a Complaint specified in Section 4.1 hereof.
- 5.2. The Bank shall only deal with an eligible Complaint that is compliant with Section 5.1 hereof.
- 5.3. The Bank shall not deal with a Complaint that is not compliant with Section 5.1 hereof or with a repeatedly lodged Complaint not containing any new facts.
- 6. HANDLING A COMPLAINT

Complaints Rulebook as of 1 January 2015

- 6.1. The Bank shall confirm the receipt of a Complaint to the Client.
- 6.2. If the Complaint has any defects, the Bank shall contact the Client by phone using the Client Centre line, in writing or in an electronic form and invite the Client to remove the defects within a reasonable deadline determined by the Bank. If the Client fails to remove the defects within that deadline, the Bank shall not proceed with the Complaint any further.
- 6.3. The Deadline for handling Complaints shall commence on the day when the Complaint meets all the particulars of a Complaint.
- 6.4. The Bank may ask the Client to cooperate in connection with the Complaint. If the Client fails to cooperate, the Bank shall decide on the basis of the data available.
- 6.5. The Bank shall review the Complaint and make a decision within 30 calendar days from the day specified in Section 6.3 hereof.
- 6.6. The Bank shall review a Complaint concerning the provision of payment services and make a decision without undue delay, however, no later than within 15 business days from the day specified in Section 6.3 hereof. If the deadline of 15 business days cannot be met, the Bank shall inform the Client, also indicating the reasons for delaying their response to the Complaint and the deadline for the final response, however, the deadline for delivering the final response must not exceed 35 business days.
- 6.7. The overall processing of a Complaint concerning the provision of payment services in a currency other than euro or in a currency other than the currency of a state which is a party to the Agreement on the European Economic Area within the European Economic Area or in any currency outside the European Economic Area may not exceed 35 business days, or 6 months in more complicated cases.
- 6.8. The deadline for handling a Complaint may be extended depending on the actions of a third party whose cooperation is necessary for handling the Complaint.
- 6.9. The Bank shall inform the Client about the outcome of the Complaint.

7. INCORRECTLY CLEARED TRANSACTION

- 7.1. When a Complaint concerns an incorrectly performed payment transaction, the Bank shall:
 - a) perform Correcting Clearing; or
 - b) give an instruction for Correcting Clearing to other clearing or mediating institutions that participated in the payment transaction.
- 7.2. If the incorrect clearing is caused by another bank, the Bank shall ask that bank to perform correcting clearing, in which case the Bank shall not be liable for the performance of the correcting clearing by the other bank.

8. COST OF A COMPLAINT

- 8.1. The cost associated with the drafting of a Complaint, including attachments thereto, and with the lodgement of a Complaint with the Bank shall be covered by the Client.
- 8.2. The Bank shall cover the costs associated with the handling of:
 - a) a Complaint regardless of its outcome; or
 - b) a Complaint concerning payment services according to the Payment Services Act regardless of its outcome, except for a Complaint concerning Cross-Border Transfer or a Complaint concerning Transfer in a currency other than the currency of a state which is a party to the Agreement on the European Economic Area.
- 8.3. The amount of cost associated with a Complaint shall be stated in the Service Charge List or notified by the Bank to the Client in writing.
- 9. FINAL PROVISIONS

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- 9.1. The provisions concerning amendment or modification of the GBC shall apply accordingly to the amendment of the Complaints Rulebook.
- 9.2. The Complaints Rulebook shall enter into force on 1 January 2015. After 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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