



SBERBANK

Claims Code

Effective as of 3 January 2018

The Claims Code of Sberbank CZ, a.s. ("Bank") regulates the rules for maintaining communication by and between the clients, whether existing or prospective ("Client"), and the Bank in cases where the Client is not satisfied with a service rendered by the Bank and/or where the Client is in doubt as to whether the Bank's conduct is in accordance with the terms and conditions set forth in the respective contract/agreement or in the General Business Terms and Conditions ("Terms and Conditions") or with the obligations imposed on the Bank by relevant law and relevant Standards of the Czech Banking Association ("Maladministration").

Claims and Complaints

Having learned of the Maladministration, the Client raises the respective claim/complaint as follows:

- a) in writing to the central office of Sberbank CZ, a.s., U Trezorky 921/2, 158 00 Praha 5 – Jinonice; or to the address of any POS;
- b) in person at any POS;
- c) by calling the Bank's toll-free line (800 133 444; or +420 543 525 901 if calling from abroad);
- d) by sending an email to reklamace@sberbankcz.cz;
- e) by sending a message in the Sberbank Online Banking application;
- f) by sending a message in the Homebanking application.

Requisites

The claim must include:

- a) Client's identification details, i.e. full name and address (private individuals) / business name, company identification number, address/registered office and identification details of a person submitting the claim (legal entities and entrepreneurs);
- b) contact address, telephone number or email address at which the Client can be reached by the Bank for further information;
- c) exact description/specification of the facts and circumstances claimed by the Client as the Maladministration (e.g. bank service, date and time, amount involved, account number, payment card number, transaction/trade settlement orders and instructions, employee's name, etc.);
- d) documents evidencing the facts and circumstances claimed by the Client as the Maladministration (original documents / certified copies requested by the Bank with the exception of documents issued by the Bank); and
- e) description of remedies claimed by the Client.

Confirmation

Once submitted, the claim is confirmed to the Client as received by the Bank without undue delay ("Letter of Confirmation"), by e-mail, unless the Client expressly asks the Bank to confirm the claim in printed form. The Bank also sends confirmations in printed form in cases where the Client did not provide a contact e-mail address. The information stated in the Letter of Confirmation sent by the Bank to the Client must be checked by the Client if complete and true; and any incorrect or inaccurate data must be reported by the Client to the Bank in writing without undue delay and requested to be corrected accordingly.

In case of further question, the Client may contact the Customer Support Manager stated in the Letter of Confirmation. The expected deadline set for settling the claim is stated in the Letter of Confirmation.

Rejected Claims

The Bank may reject a claim:

- a) If the claim is submitted other as defined herein or if certain requisites for submitting the claim are not fulfilled even within an additional period provided to the Client by the Bank in order to complete or correct the claim.
- b) If the claim has already been discussed by court/court of arbitration and a final decision has been issued in the matter of the claim or if a proceeding on the merits of the claim has already commenced before court/court of arbitration.
- c) If the time limit for shredding the documents necessary for proper resolution of the claim has expired.
- d) If the claim is unjustified.

Claim Settlement

Claims are handled by the Customer Support Manager or other person authorised thereby.

The Bank informs the Client about the claim settlement by e-mail unless other means of communication have been agreed individually with the Client or unless the Client expressly asks the Bank to inform the Client in printed form. The Bank also sends information about the claim settlement in printed form in cases where the Client did not provide a contact e-mail address. The statement must contain a clear and objective conclusion concerning the Misadministration and entitlements raised by the Client.

Time Limits

The standard period for settling a claim is 15 business days after the respective claim has been submitted to the Bank. This period does not include the time limit stipulated to the Client by the Bank for correcting and completing the claim.

Regardless of the provisions concerning the time limits included in the business terms and conditions for the respective banking products, the Bank is entitled to extend the period for settling the claim up to 35 business days if an obstacle independent of the Bank's will prevents the Bank from settling the claim in a timely manner (e.g. where a third party enters into the investigation of the claim); of which (including the reasons for such an extension) the Bank notifies the Client within the standard time limit stipulated for settling the claim.

Legal Remedies

If not satisfied with the claim settlement, the Client may submit the claim on a repeated basis and state the reasons and identification number of the previous claim.

Pursuant to Act No. 229/2002 Sb., governing the Financial Arbitrator, as amended, the Client may, in the event of a dispute arising between the Client and the Bank concerning the provision of payment services, the issuance and reverse exchange of electronic money, the offering and provision of consumer loans or other loans, borrowings or similar financial services,

exchange office services, investment services and collective investment, keeping accounts and other cases under this Act, turn to the Financial Arbitrator of the Czech Republic, with its registered office at Legerova 1581/69, 110 00 Prague 1. For more information see www.finarbitr.cz.

The Client may petition the Bank for an internal investigation as to the compliance of the Bank's conduct with the relevant Standards of the Czech Banking Association (**CBA**), i.e. with CBA Standard No. 18/2005 – Principles of Providing Pre-contractual Information for Home Loans and on Code of Conduct on Pre-Contractual Information for Home Loans and with CBA Standard No. 19/2005 – Code of Conduct on Relations between Banks and Clients. Submitted in accordance with this Claims Code, the petition is handled by the Customer Support Manager.

If in doubt as to the result of the aforementioned internal investigation, the Client may contact the Czech Banking Association (Česká bankovní asociace), Vodičkova 30, 110 00 Praha 1, cba@czech-ba.cz.

The Client is entitled to lodge a complaint with the Czech National Bank as the supervisory authority, with its registered office at Na Příkopě 28, 115 03 Prague 1. For more information see www.cnb.cz.

If the contractual documentation was concluded online, the Internet portal established by the European Commission may be used to settle disputes online. For more information see www.ec.europa.eu/consumers/odr/.

The Client may also turn to the competent court with the relevant subject matter and territorial jurisdiction.

Final Provisions

This Claims Code takes effect on 3 January 2018.

This Claims Code is published on the Bank's website www.sberbank.cz and POS notice boards.