



## Payment Services Complaint Rules of Citibank Europe plc, pobočka zahraničnej banky

### I. Introductory Provisions

1. These Payment Services Complaint Rules of Citibank Europe plc, pobočka zahraničnej banky (hereinafter referred to only as „Complaint Rules“) have been issued by Citibank Europe plc with its registered office at 1 North Wall Quay, Dublin 1, Ireland, registered at the Companies Registration Office under the number 132781, conducting its business in the Slovak Republic through Citibank Europe plc, branch of non-resident bank, with its registered office at Dvořákovo nábrežie 8, 811 02 Bratislava, Slovak Republic, identification number: 36 861 260, registered in the Companies Register kept by the District Court Bratislava I, section Po, file 1662/B (hereinafter referred to only as „Bank“).
2. These Complaint Rules constitute an integral part of the General Business Conditions of the Bank and Special Terms and Conditions of the Bank, which regulate the provision of services and products by the Bank in connection with payments; if there is any discrepancy between the individual provisions of the applicable business terms and conditions and these Complaint Rules, the provisions of the applicable business terms and conditions of the Bank shall prevail.
3. Capitalized terms used in these Complaint Rules shall have the meaning attributed thereto in the applicable business terms and conditions of the Bank.

### II. Complaints

1. If a Client does not agree with any transaction made by the Bank and debited or credited to its account, it may file a complaint, while any such a complaint must be filed in writing, unless the Client and the Bank agree otherwise on a case-by-case basis (e.g. via email). The Bank will inform the Client on its decision regarding the complaint also in writing or by other agreed means of communication.
2. As regards complaints, the Bank shall proceed in accordance with the applicable provisions of the Payment Services Act, these Complaint Rules, complaint and other applicable rules of international card companies (such as VISA, MasterCard), or, as appropriate, rules of other parties engaged in the settlement of transactions.
3. The Bank shall accept complaints concerning accuracy and quality of its services during business hours in any of its branches and agencies, through which the affected services are provided; during all the time, when the Bank is open to the general public, an employee responsible for receipt of complaints shall be available in the Bank.
4. Unless the Bank determines otherwise, or unless the Client and the Bank agree otherwise, the Client shall be free to file a complaint only in writing, undersigned by the own hand of the Client or by the hands of persons authorized to act on behalf of the Client. If the Bank and the Client agree electronic communication between the Client and the Bank in connection with the filing of complaints, a complaint may be filed on behalf of the Client only by a person, who is authorized to act on behalf of the Client in connection with complaints.
5. The Bank shall not be obliged to follow these Complaint Rules in those cases, in which the filing of the Client does not amount to a complaint, i.e. if the Client does not challenge a defect affecting a service provided by the Bank, e.g. if there is a grievance or information concerning debiting or crediting of a payment, etc.
6. The Client shall be free to file a complaint and claim correction of the defect promptly after it learns of the relevant defect or inaccuracy, but not later than 6 months after occurrence of the relevant fact, unless special legislation provides otherwise. If a complaint is filed by a Client, who has the status of consumer within the meaning of the Payment Services Act, and if such a complaint involves unauthorized or wrong payment transactions, the complaint may be filed within 13 months after the date, on which funds are debited from/credited to the Account.
7. If the Client fails to inform the Bank of the defect or inaccuracy of the service by the term above, the rights of the Client arising out of the liability of the Bank for defects, shall be extinguished.
8. If the complaint involves a clearing error, the Client shall be obliged to inform the Bank of such error by the terms specified above for the filing of complaints; otherwise the claim of the Client to indemnity arising in connection with the wrong clearing shall be extinguished upon expiration of the relevant term. The Bank shall review the complaint of the Client, and (i) if it finds out that the error was caused by the Bank alone, it shall correct the clearing error by making a corrective debit/credit entry to the Account of the Client, and it shall instruct other executing or facilitating institutions, which were also involved on the transaction, to proceed to a corrective entry, (ii) if it finds out that the error was caused by another bank, the Bank shall, without undue delay, request such other bank to proceed to a corrective entry; however, in the latter case the Bank shall bear no liability for the corrective entry made by the other bank, nor for the accuracy thereof.
9. In its complaint the Client shall specify in a clear, certain, intelligible, and accurate manner the facts challenged in connection with the defect, and submit reliable evidence thereof, e.g. originals or copies of relevant documents. At the same time the Client must specify the rights claimed thereby, including, but not limited to the right of correction.



10. The Client shall be obliged to provide to the Bank without undue delay its collaboration necessary to settle its complaint.
11. Unless these Complaint Rules provide otherwise, the Bank shall issue to the Client a written confirmation of receipt of the complaint; similarly, the Bank shall be giving to the Client written notices by the terms below informing how the complaint is being treated, even if the Bank does not accept the complaint in full upon its filing by the Client. A notice of receipt of the complaint (confirmation of complaint receipt) and a notice of non-acceptance of the complaint (including partial) may be given by the Bank to the Client (authorized representative of the Client) also by electronic means (e.g. e-mail), if this is done with the view to speed-up the communication between the Bank and the Client in order to settle the complaint as soon as possible, or if the Bank and the Client agree electronic delivery of notices in connection with the settlement of complaints.
12. In accordance with the applicable provisions of the Payment Services Act, the Bank shall decide whether a complaint is justified or not without any delay after delivery of the complaint if possible, however not later than 15 working days from the day of delivery of such complaint to the Bank. If the Bank learns that it cannot meet the above period of 15 working days, the Bank will provide the Client with preliminary decision which will include also the reasons of the delayed answer to the claim and the date of its final answer; the deadline for delivery of the final answer in this case will not exceed 35 working days.
13. The Client acknowledges hereby that in the event of the complaint to the payment services provided in currencies pursuant to section 1 (2) let. b) and let. c) of the Payment Services Act (mainly if there is a need to decide, whether a specific complaint is justified or not in collaboration with a non-resident financial institution, or in case which includes international arbitration in accordance with the rules of card companies) the whole term of treatment of the complaint, will not exceed 35 working days and in complex cases 6 months.
14. Unless these Complaint Rules provide otherwise, all the expenses associated with the settlement of the complaint shall be borne by the Bank.
15. The Client shall be obliged to refund to the Bank actual expenses arisen in connection with the treatment of unjustified complaint filed by the Client (except for payment services in domestic currency or in currencies of contracting States of the European Economic Area provided within the European Economic Area), which were incurred by the Bank or by third parties involved on the treatment of such complaint; the amount of such expenses shall be disclosed by the Bank to the Client without undue delay.
16. All the expenses associated with the preparation of the complaint (including any enclosures thereto) and the filing of the complaint shall be borne by the Client.
17. The Bank shall not be liable for a breach of its duties at the provision of payment services in cases contemplated by the applicable legislation, or if it proceeds pursuant to special legislation, including, but not limited to the following (i) if the bank refuses a specific business transaction or withholds an unusual business transaction, or such a business transaction is regarded by the Bank as risky or suspicious (ii) if the bank fulfills its depository duty (duty to maintain, with the view of currency stability, for a specific term on a separate bank account a designated percentage of funds in cash), (iii) if on the date, on which deposits become unavailable, the right of the bank to dispose with the deposits is suspended and the bank is prohibited from accepting additional deposits, (iv) if the bank is in compulsory administration and the trustee, after obtaining a prior approval from the National Bank of Slovakia, decides to partially or fully suspend the rights of depositors to dispose with their bank deposits for up to 30 days, (v) if the National Bank of Slovakia imposes a preliminary measure upon the bank prior to the termination of such proceedings.

### III. Settlement of Disputes arising out of Provision of Payment Services

The terms of settlement of disputes arising out of provision of payment services are outlined in the applicable business terms and conditions of the Bank.

### IV. Final Provisions

1. The Bank shall be free to unilaterally amend or fully replace these Complaint Rules on the grounds outlined in the General Business Conditions of the Bank, in particular due to changes of the applicable legislation or its business policies. Such amendments and the effective dates thereof shall be Published by the Bank.
2. These Complaint Rules fully supersede the Payment Services Complaint Rules of Citibank Europe plc, pobočka zahraničnej banky in force from February 28, 2010. These Complaint Rules shall come in force on **January 13, 2018**.