

Volksbank CZ, a. s. (hereinafter referred to as the “**Bank**”) issues this Claims Code regulating the rules for client and bank communication in cases where the client is not satisfied with the service that was or is provided by the bank or in cases where the client is in doubt if the actions of the bank are in accordance with the conditions set forth in the contract of the banking product or service, in the “General Business Conditions of Volksbank CZ, a. s. (hereinafter referred to as “**Conditions**”), or in the obligations set forth for the bank by the relevant legal regulations and the relevant Standards of the Czech Banking Association (hereinafter referred to as “**improper banking procedure**”).

The provisions of this Claims Code are used for claims and complaints (hereinafter referred to as “**Claim**”) of the client unless special business conditions for the relevant banking products state otherwise.

Method of Submitting a Claim by the Client

The client submits a Claim or complaint without undue delay after becoming aware of an improper banking procedure by one of the following methods:

- In writing to the address of the head office or business locations of the bank
- In person at any business location of the bank
- By telephone at the toll-free number (800 133 444)
- By electronic mail to the address: reklamace@volksbank.cz
- By the electronic form available at: <http://www.volksbank.cz>

Claims Prerequisites

The Claim must comprise the following data:

- Identification data of the client i.e. name, surname and address, for legal entities and physical persons business concern, identification number, address/residence including identification data of the particular person who presented the Claim for the businessperson or legal entity
- Contact information of the client, i.e. telephone number or e-mail
- Exact description of the facts of the case and determination of the facts that the client considers an improper banking procedure (e.g. determination of bank service, date and the time of the event in question, amount, account number, bank cards, identification of orders or transactions or settling of business, name of employees who provided the service, etc.)
- Basic documents proving the claims of the client (if the documents are submitted in a copy, this copy must be officially verified; this does not concern documents issued by the bank)
- Description of requirements and raising a Claim of the client to the bank

Confirmation of Claim Reception

The Bank without undue delay shall confirm the receipt of Claim to the client. The confirmation of Claim receipt (hereinafter referred to as “**Confirmation**”) will be delivered to the client in written or electronic form. The client is obliged to check the veracity and completeness of the information given in the said

Confirmation. In case the Confirmation contains inaccurate or imprecise data, the client is obliged without undue delay to inform the bank and request that the appropriate corrections be made.

In the Confirmation of Claim receipt, contact information for the manager of client support is given. The clients may use this contact for their questions. The client is informed on the confirmation about the expected deadline for the claim settlement.

Exceptions from the Claim Reception

The Claim may not be accepted in the following cases:

- If the method of presenting the Claim is not followed or some requirements of presenting the Claim are not followed, not even within the additional period provided to the client by the bank for complementation or correction of the Claim.
- If the Claim was lawfully decided upon by the court or court of arbitration or if the process on the merit, whose subject is the Claim, has already gone before court or court of arbitration.
- If the shredding period expires for the documents that are necessary for appropriate resolving of the Claim.

Complaint procedure is not initiated if the demand of the client is settled at once.

Methods of Settling the Claim

Claims are handled by the manager for client support or a person thereby authorized.

A Claim is considered to be settled by written statement of the result of the Claim investigation, either in written or electronic form (depending on which form of communication the client prefers) sent to the client within set period. The statement must contain an unambiguous and objective conclusion concerning the improper banking procedure and Claims submitted by the client.

Binding Period for Settling the Claim

The Standard period for settling the Claim is 15 calendar days from its delivery to the bank. This period does not include the term defined to the client by the bank for correction and complementation of the Claim.

Regardless of the provision concerning the terms included in special business conditions to the relevant banking products, the bank is, in particularly complex cases or in case a third party enters into the investigation of the Claim, obliged to extend the period for settling the Claim. The bank is to inform the client about the extension of the term for settling within the standard term for settling the Claim.

Legal Remedies against the Method of Resolving the Claim

- If the client is not satisfied with the settling of the Claim, he/she may present a repeated Claim with the given reason and identification number of the previous Claim.
- According to Act no. 124/2002 Coll. regarding the method of payment in the wording of the later regulations, the client may in case of disputes arisen between the client and the bank in the transfer of monetary means or the disbursement and use of electronic payment methods resort to a Financial Arbiter of the Czech Republic based in Washingtonova 25, 110 00 Praha 1 (established according to Act no. 229/2002 Coll. regarding financial arbitration). The right of the client to resort to the court is not thereby affected.

- The client may give a suggestion at the Bank for and internal investigation in accordance with the conduct of banks under the relevant Standards of the Czech Banking Association (hereinafter referred to as “**CBA**”), i.e. with Standard CBA no. 18/2005 – Code of Conduct in Relations between Banks and Clients. For the enforcement of this suggestion the process of this Claims Code is valid for settling Claims. The manager of client support is responsible for the suggestion.
- If the client has doubts about the results of the abovementioned internal investigation, he/she may make a notification to the office of the Czech Banking Association at the address: Česká bankovní asociace, Vodičkova 30, 110 00 Praha 1; e-mail: cba@czech-ba.cz)

Final Provisions

- This Claims code is valid and effective as of 1 January 2009.
- The Claims Code is published on the bank websites [/http://www.volksbank.cz/](http://www.volksbank.cz/) and is available at any business locations of the bank.