

Claim Regulation
ING Bank N.V.,
pobočka zahraničnej
banky

Article I. Initial provisions

1. ING Bank N.V. with its registered seat at Bijlmerplein 888, 1102 MG Amsterdam, The Netherlands, a company limited by shares and registered in the Trade Register of the Chamber of Commerce and Industry for Amsterdam under file No. 33031431, acting through ING Bank N.V., pobočka zahraničnej banky, Pribinova 10, 811 09 Bratislava, identification No. 30 844 754, registered in the Commercial Register of the Bratislava I District Court, Section: Po, Inserted file No. 130/B (hereinafter referred to as the "**Bank**") hereby issues this Claim Regulation of ING Bank N.V., pobočka zahraničnej banky (hereinafter only referred to as the "**Claim Regulation**").
2. This Claim Regulation regulates (a) any legal relations related to execution of all bank activities, including payment services, except for investment services as defined in section 4. of this Article (hereinafter referred to as the "**Services**") arising between the Bank's client (hereinafter referred to as the "**Client**") and the Bank on the basis and in relation to settling claim, as set forth in section 5 of this article of the Claim Regulation, against the Bank, especially the conditions, procedures, and terms for settling claims, payment of the costs connected with claim, and any other related legal relations, and (b) the procedure of the Bank in settling the complaints set forth in section 6 of this article of the Claim Regulation.
3. This Claim Regulation applies to any claims and complaints relating to the services other than investment services as per paragraph 4 below.
4. This Claim regulation does not apply to any claims and complaints relating to investment services, investment activities and/or ancillary services according to the Act No. 566/2001 Coll. on securities and investment services and on amendment to certain laws, as amended (herein referred to as the "**investment services**"). Claims and complaints relating to investment services are governed by the ING FM Global Complaints policy which is published on the website www.ing.sk.
5. Pursuant to this Claim Regulation, a claim means the Client's right to lodge a claim arising from the responsibility for any defects in the Services provided by the Bank.
6. Pursuant to this Claim Regulation, a complaint means any other claim lodged with relation to the Services provided by the Bank, especially a lodge, through which the Client or any other person applies his/her rights or legally protected interests.
3. Unless stipulated in this Claim Regulation otherwise, the claim must be lodged with the Bank no later than within six months of the date when the Client had the opportunity to be aware of the fact constituting the object of claim or of the date when he/she had the possibility to find out the defect in the Service, unless the Bank and the Client expressly agree otherwise. In the event for which a generally binding legal regulation stipulates a longer period of liability for defects in the Service provided by the Bank to the Client, other than the period set forth in the first sentence of this section, and unless such regulation allows for the contracting parties to agree on a period different than the period stipulated in this regulation, the claim must be lodged no later than within the period stipulated by this regulation.
4. Unless the claim is lodged with the Bank within the period set forth in this Claim Regulation, any Client's rights arising from the Bank's liability for any defect in the Service shall cease.
5. The claim must contain particularly the data on the Client and on the object of claim. The claim must be accompanied by all documents on the Service, which prove the facts stated in the claim, provided the Bank issued such document upon providing the Service, or by any other documents supporting the given allegations. If the claim fails to contain the required information or the required documents or if the required documents are not furnished without undue delay, the Bank will have the right to invite the Client by telephone or any other means to supply or specify the required information within the determined period, with the caution that otherwise the Bank is not obliged to deal with the claim and review whether it is reasonable. If the Client remedies the defects in the claim, the periods determined for settling the claim, as set forth in this Claim Regulation, will commence from that moment.
6. The Bank shall issue a confirmation on acceptance of the claim to the Client in a written or verbal form or by e-mail.
7. The Client is obliged to provide to the Bank all assistance required for clarification of the claim. If the Client refuses to provide such assistance, the Bank is no longer obliged to continue investigation of the claim and review whether it is reasonable.
8. The Bank shall settle the claim within 30 calendar days of the date of lodging the claim, and in a more complex case, the Bank is entitled to extend this period to 60 calendar days, provided that the Bank is obliged to inform the Client to this effect in writing.
9. The Bank shall issue a written document to the Client on settlement of the claim, except those cases when the Client does not insist on such written confirmation, within the period defined for settlement of the claim stated in this Claim Regulation.

Article II. General Terms, and Procedures and Terms of Settlement of Claim

1. The Bank accepts claims filed (a) in writing, (b) by telephone, (c) by e-mail to e-mail address client.services@ing.sk or (d) via SWIFT, subject to the type of the provided service.
2. A written claim must be delivered to the Bank by post to the address in the Slovak Republic, set forth in Article I, section 1 of this Claim Regulation, by fax or in person to the office determined by the Bank for acceptance, being the Bank's premises at Pribinova 10 in Bratislava. The Bank accepts any claims only during its opening hours.
10. Except for any case when the Client does not insist on written confirmation, the written confirmation will be issued by the Bank to the Client also in the event the claim is not granted wholly or partially.
11. Contact information of the Bank:
Fax: + 421 2 52 931 222
SWIFT: INGBSKBX
tel.: +421 2 5934 6555

Article III. Special Terms and Procedures of Settlement of Claims Relating to Correctness and Quality of Payment Services According to the Act No. 492/2009 Coll. on payment services and on amendment to certain laws, as amended

1. A claim relating to any unauthorized or incorrectly executed payment operation must be lodged with the Bank without undue delay of the date when the client discovered the unauthorized or incorrectly executed payment operation, however, no later than within thirteen months following the date of the unauthorized credit or debit of funds from the client's account or the date of the incorrectly executed payment operation.
2. A claim relating to refund of any funds in respect of authorized orders for direct debit must be lodged with the Bank no later than within eight weeks of the date of debiting the funds from the client's account.
3. The Bank will settle the claim without any delay upon lodging of the claim, however, no later than within 15 working days following lodging of the claim. If it is not possible to meet the 15 working day period, the Bank will provide to the Client (within the 15 working day period) a preliminary answer which will contain (a) reasons of the delay and (b) date of the claim settlement, whereby the Bank will settle the claim no later than within 35 working days following the lodging of the claim.
4. In respect of payment services in any currency other than the currency of a member state of the European Economic Area (hereinafter referred to as the „EEA“) within the EEA and in each currency outside the EEA, the Bank will settle the claim in accordance with section 3 above, however, no later than within 35 working days following the lodging of the claim, and in any more complex case, the Bank is entitled to extend this period to 6 months, provided that the Bank will inform the Client within the said 35 working day period.
5. In respect of any claim according to section 2 above, the Bank will return, within ten (10) working days following the lodge of the claim, the whole amount of the payment operation or will inform the Client about the reason for refusal to return the funds and will state the names of the persons that may be contacted by the Client in case the Client disagrees with the given reason.

Article IV. Procedures in Settlement of Complaints

1. The Bank accepts complaints filed (a) in writing, (b) by telephone, (c) by e-mail to e-mail address client.services@ing.sk or (d) via SWIFT.
2. A written complaint must be delivered to the Bank by post to the address in the Slovak Republic, set forth in Article I, section 1 of this Claim Regulation, by fax or in person to the office determined by the Bank for acceptance, being the Bank's premises at Pribinova 10 in Bratislava. The Bank accepts any complaints only during its opening hours.

3. The Bank will usually not issue any confirmation of acceptance of a complaint.
4. The Bank will settle the complaint within 30 calendar days following receipt thereof, and in a more complex case, the Bank is authorized to extend this period to 60 calendar days, provided that the Bank will inform the Client on settlement of the complaint.
5. In any event for which the generally binding legal regulation stipulates a period for settling the complaint other than the period set forth in section 4 of this Article of the Claim Regulation, and unless such regulation allows for the contracting parties to agree on a period different than the period stipulated in this regulation, the complaint must be settled no later than within the period determined by this regulation.
6. Contact information of the Bank:
Fax: + 421 2 52 931 222
SWIFT: INGBSKBX
tel.: +421 2 5934 6555

Article V. Costs Connected with the Claim and Settlement of Complaints

Any costs connected with the claim and settlement of complaints will be borne by the Bank. Any costs connected with preparation of the claim and complaint, including any attachments thereto and with lodging the claim and complaint will be borne by the Client or other person lodging the claim or complaint.

Article VI. Final Provisions

1. The relations between the Client and the Bank regulated by this Claim Regulation may be regulated also in a contract concluded between the Client and the Bank. In case of any discrepancies between the provisions of the relevant contract concluded between the Client and the Bank and this Claim Regulation, the provisions of the contract shall prevail. Any terms which are not defined in this Claim Regulation will be used in this Claim Regulation with the meaning defined in the valid Wholesale Banking Conditions of ING Bank N.V., pobočka zahraničnej banky.
2. The Bank has the right to amend this Claim Regulation subject to the changes in the relevant legal regulations or the in Bank's business policy. The Bank shall notify the Client about such amendment and the effective date thereof by publishing it in the Bank's business premises and at the Bank's website at the latest on the effective date of the amendment.
3. The Claim Regulation is made in the Slovak and English language version. The only legally binding document is the Slovak language version. In case of any discrepancy between the Slovak and the English language version, the Slovak language version shall prevail.
4. This Claim Regulation takes effect as of 19.1.2018 and fully replaces the Claim Regulation of ING Bank N.V., pobočka zahraničnej banky dated 30.12.2009.