

Claims Handling Procedure

1. Introduction

- (1) This Claims Handling Procedure sets out the rules and procedures for the filing and processing of claims and complaints of the clients of **AMORE Finance a.s.**, Company ID No.: 057 35 301, with its registered office at Jindřišská 901/5, Nové Město, 110 00 Prague 1, recorded in the Companies Register kept with the Municipal Court in Prague, Section B, File No. 22177 (hereinafter the “**Company**”).
- (2) A client of the Company may file a claim if he/she believes that the Company has failed to observe the agreed contractual terms or to fulfil any obligations arising under the statutory provisions. This Claims Handling Procedure applies not only to the handling of claims, but also to complaints, i.e. submissions whereby the complainant asks for the protection of his/her interests not regulated by a binding contract with the Company (e.g. improper conduct). Both claims and complaints are hereinafter collectively referred to as “**claims**”. Both clients and complainants are hereinafter collectively referred to as “**Clients**”.

2. General Principles

- (1) This Claims Handling Procedure defines the procedures and processes for filing and processing the claims of Clients.
- (2) The Company keeps internal records of all the claims it has received which includes, but is not limited to, information on the date of receipt of each claim and on the result of the claims handling procedure and information handed over to the client, including the date and method of this handover.

3. Claim Particulars

- (1) Each claim must include the details specified below:
 - name and surname / commercial name of the client,
 - telephone and e-mail,
 - number of the framework contract, if any,
 - number of the payment order to which the claim relates
 - identification of the person against whom the complaint is directed
 - the exact reason behind the claim, i.e. a concrete description of the problem for which the Company is being blamed along with a specification of what the client is seeking,
 - a copy of the contract documentation or other documents (e.g. an account statement, a copy of the payment order, a contract, etc.) to which the claims relate.
- (2) If the client is represented under a power of attorney, it is required to provide the power of attorney granted by the client with an officially certified signature.

4. Claim Filing and Processing

- (1) In case of default, it is necessary to file a claim without undue delay after the Client learns of the default, but not later than within the time-limit set by the relevant contractual covenants and statutory provisions and, at the same time, no later than within the limitation period. The right to damages may be exercised by the Client with the Company within a three-year period starting on the day when the Client became aware or could have become aware of the damage and of who is responsible for it. The Company will provide no compensation for claims that have been statute barred.
- (2) A claim may be filed:
 - in writing to the Company’s registered office address: Jindřišská 901/5, Nové Město, 110 00 Prague 1
 - by e-mail to: paha@amorefinance.cz

- (3) Once delivered, the claim will be forwarded to the Company's CEO for processing.
- (4) The time-limit for processing a claim is 30 calendar days. When dealing with a claim **in the area of payment services**, the time-limit for processing the claim is **15 business days** in accordance with the Act on Payment Transactions and it starts on the day when the claim is delivered to the Company's registered office. Claims are processed in the order in which they were delivered to the Company.
- (5) If the Company is prevented from responding within 15 business days by an obstacle beyond its control, then the Company, within the aforementioned period, will inform the Client about the obstacles preventing the Company from providing a timely response and will respond no later than within 35 business days after the date of receipt of the claim, as well as about the further course of action, especially about the nearest deadline by which the claim will be processed. If the underlying data supplied by the client in support of his/her claim are not complete, the Company reserves the right to ask the client for furnishing the missing data. The time-limit for processing the claim according to the previous paragraph will not thus start until the client supplies the Company with all the missing data.
- (6) No claim will be accepted and further processed in the event that:
 - the method, form or particulars of the claim submission specified in Articles 3 and 4 of this Claims Handling Procedure are not complied with, and not even within an additional time-limit provided by the Company for completing or correcting the submission,
 - proceedings have been started in this case before a court or arbitrator or a court or arbitrator has already decided on the case,
 - the person submitting the claim is not a client of the Company or is represented by an agent under an inappropriate power of attorney,
 - the claim does not concern any products or services offered by the Company,
 - the submission of the claim is a clear abuse of the option to file a claim or complaint,
 - the retention periods for the relevant type of documents have expired.
- (7) In the event that a claim that concerns the same subject matter is filed repeatedly and fails to bring in any new facts, the claim will be rejected and the client will be informed accordingly in writing.
- (8) If the reasons for rejecting the claim referred to in paragraph 6 or 7 cease to apply, the Company will process the claim, with the time-limits for processing the claim starting on the day when the relevant reason ceased to apply.
- (9) The client will be informed about the result of the claim procedure by e-mail or by other means agreed with the client. The date of delivery of the result of the claim procedure is the date of delivery of an e-mail message or the date of receipt of a registered letter. If an e-mail or letter is not delivered and is returned to the Company as uncollected (this applies to letters only) or undeliverable, the date of delivery will be the date when the letter is returned to the Company's address.
- (10) The cost of the claim processing procedure will be born by the Company. The Client's expenses related to the preparation and submission of each claim will be born by the Client.
- (11) If the Client is not satisfied with the way a claim was handled, the Client may seek extrajudicial settlement of the dispute by contacting:
 - Office of the Financial Arbitrator (www.finarbitr.cz) for the area of financial services referred to in Act No. 229/2002 Coll., on Financial Arbitrator, as amended
- (12) The client may also contact the Czech National Bank (www.cnb.cz), with its registered office at Na Příkopě 28, 115 03 Prague 1, which is the body supervising the compliance with the Company's duties.

- (13) In case of extrajudicial resolution of the dispute, the client's right to bring the matter to a court remains unaffected.

5. Final Provisions

- (1) The procedures defined in this Claims Handling Procedure are binding on all the Company's Clients and staff members.
- (2) This Claims Handling Procedure is available on the Company's website and at the Company's registered office.

This Claims Handling Procedure comes into force and effect on 1 August 2018.

