



**SLOVENSKÁ POŠTA, a. s., Banská Bystrica**

## **COMPLAINTS ASSESSMENT**

**With effect from 1 July 2009**

Slovenská pošta, a. s., (hereinafter referred to as „SP“) carries approximately 100 million postal items yearly and it provides its services in the largest network of business points in Slovakia. When a customer believes that the service has not been provided in compliance with standards stipulated and he/she is unsatisfied, SP enables him to make a complaint or a claim. For SP, the complaints and claims are a motivational tool for an increase in quality of services provided. The present Complaints Assessment governs procedures and activities at raising the complaints and claims (hereinafter referred to as „the Complaints Procedure“).

## 1. Introductory Provisions

- 1.1. A complaint is a written or a oral statement of the customer dissatisfaction to SP that points out imperfections of SP or a dissatisfaction with a very process of complaint or claim settlement from which a direct or an indirect response or a solution is expected.
- 1.2. A claim is a written submission by which a customer asserts a liability towards SP for products or services provided imperfectly caused by breaking obligations following for SP from Postal Terms and Conditions, business conditions, financial conditions (hereinafter referred to as „the Business Conditions“) or from a contract. It is possible to claim for instance, non-delivery, non-delivery in certain time, damage, contents loss and destruction of an item. Compensations provided by SP to the customer for the claims justified are set up in specific conditions of individual products and services or in contracts.
- 1.3. In case, the customer cannot assess if it is concerned a claim or a complaint, crucial is contents of the submission about what SP shall decide.
- 1.4. Services provided by SP on behalf of its business partners are applicable to complaints assessments of these business partners and they are available at each post office.

## 2. The Complaints Procedure

### Who?

- 2.1. The claim can be submitted:
  - a) by a sender or an addressee or a person authorized by him/her in case of a service linked with distribution of items or money,
  - b) by a purchaser or a person authorized by him/her in case of goods purchase or provision of other service,i.e. a claimant. SP does not probe into any identity or eligibility of a person authorized.
- 2.2. A complaint can be submitted by a person whom an imperfection refers to, i.e. a complainer.

### How and Where?

- 2.3. The claim/complaint shall be submitted by means of the standardized Claim Letter that shall be available at each post office, [www.posta.sk](http://www.posta.sk) or, on demand, it can be obtained from the SP Customer Service (free info line 0800 122 413, [customerservice@slposta.sk](mailto:customerservice@slposta.sk)). In case of claiming an international postal item, the claim shall be submitted by means of the international Inquiry (CN 08 form) that is available at each post office.
- 2.4. The complaint can be submitted also:
  - a) orally (the complaint that is settled on-site is not recorded),
  - b) by e-mail to the address: [staznosti@slposta.sk](mailto:staznosti@slposta.sk) or [customerservice@slposta.sk](mailto:customerservice@slposta.sk),

- c) by phone using the following phone numbers: + 421 (0) 48 433 97 29, + 421 (0) 48 433 97 30, + 421 (0) 48 433 97 31 or 0800 122 413,
  - d) by fax using the following fax number: + 421 (0) 48 433 92 11.
- 2.5. The Claim Letter shall be supported by:
- a) certificate of posting in case it has been issued to the item,
  - b) certificate of purchase,
  - c) any possible photodocumentation or documents proving an amount of damage incurred or a reason of the complaint.
- 2.6. The claim/complaint can be submitted at each post office, at the SP Headquarters, at domiciles of Regional Directorates of Posts, at a domicile of a specialized organizational unit of SP providing a respective service or at each Post Office – Partner.
- 2.7. SP shall acknowledge the claims/complaints submitted in person by signing of an accepting employee and impressing.

**Till When?**

2.8. The claim can be submitted:

for domestic postal services	within 6 months from a collection of a postal item / a remittance of a cash payment
for international postal services	within 6 months from a day after a day of a collection of a postal item / a remittance of a cash payment
for other services and goods purchase	within 2 years from a day after a day of a service provision, goods purchase or goods acceptance

if the Business Conditions or a contract does not stipulate otherwise.

- 2.9. The complaint can be submitted within 1 year from an occurrence of an imperfection.
- 2.10. A submission of a claim is deemed to be a claiming the right for indemnity and refund of prices in terms of the respective Business Conditions or a contract.
- 2.11. The right for indemnity and refund of prices for the provision of postal services is exercised:

in domestic postal service	within 6 months from a collection of a postal item / a remittance of a cash payment
In international postal service	within 6 months from a day after a day of a collection of a postal item / a remittance of a cash payment

**What Is a Next Procedure?**

2.12. The period for a settlement of the claim/complaint is 30 days, for international postal items within 60 days and it starts lapsing on a day of an acceptance of the claim/complaint. In reasoned cases (e.g. a reason at the side of a customer, expertise, ...), regarding postal item, SP can extend this period by next 30 days. SP shall inform a customer on this fact in writing. At claiming international postal items, this period can be adequately longer, namely by reason of a failure of other postal

operators at handling a claim or in the sense of exceptions stipulated in the Acts of Universal Postal Union.

- 2.13. Within the Complaints Procedure, SP can require from a customer the additional relevant information necessary for an inquiry. A period needed for a completing of this information does not include the period for the settlement of the claim/complaint.
- 2.14. The inquiry of the following international postal items – Letter and Literature for the Blind – shall be made by SP outside the territory of the Slovak Republic only in case when a destination country accepts such claims.
- 2.15. A result (a decision) of the Complaints Procedure shall be notified by SP in writing, to an address of a customer that is given in the Claim Letter.
- 2.16. Each claim/complaints shall be deemed to be justified when SP has not proceeded correctly or has breached the Business Conditions or a contract.
- 2.17. When SP does not meet the Complaints Procedure periods, the claim/complaint shall be deemed to be justified and a claim for indemnification in the range stipulated in the relevant Business Conditions or in a contract shall arise.
- 2.18. When a customer is not satisfied with the result of the Complaints Procedure and wishes to continue in asserting, he can submit a complaint by means of the Claim Letter for the second settlement.

### **3. Final Provisions**

- 3.1. The present Complaints Assessment shall be binding on SP and all of its customers.
- 3.2. The present Complaints Assessment shall be available at the post offices, on [www.posta.sk](http://www.posta.sk) and, on demand, at the SP Customer Service.
- 3.3. SP is entitled to amend or fully replace the present Complaints Assessment by issue of an amendment.
- 3.4. By entry into force of the present Complaints Assessment, the Complaints Assessment of the Postal Terms and Conditions that took effect on 1 January 2003 expires whereby legal relations accrued in terms of that Complaints Assessment remain inviolate.
- 3.5. The present Complaints Assessment comes into force on the day of its approval and takes effect on 1 July 2009.