

Lodging and handling complaints in Bank Millennium S.A. - practical information

If you have criticisms about our services, you can lodge a complaint.

How can I lodge a complaint?

You can lodge the complaint:

1. in writing in paper form
 - in person - at any branch of the Bank
 - by letter to our registered address
Bank Millennium S.A.
Customer Care Sub-unit
ul. Stanisława Żaryna 2A
02-593 Warsawor any branch - with the annotation Complaints
2. in writing in electronic form
 - in Millenet or mobile application - sign on and send the message with the form in the Contact option
 - to the address kontakt@bankmillennium.pl with the annotation Complaints,
 - to address for electronic delivery AE:PL-10327-59258-UACTU-34
3. verbally
 - by phone on the bank's hotline (via COT) - 801 115 115, (+48) 22 598 40 41 (cost of the call according to your operator's price list)
 - in person for the record during a visit to the bank's branch.

What information should I give in the complaint?

1. Name and surname
2. Your PESEL number (if you do not have it, give your date of birth) or ID number
3. What product, service or promotion your complaint concerns (e.g. agreement number)
4. Your concerns
5. Your expectations (if you want to state them)

Who can lodge a complaint?

You can do it yourself. If you want, you can authorise another person or institution to do it on your behalf.

A power of attorney is granted in writing. Your signature must be certified by:

1. our branch employee or
2. a notary or
3. Polish diplomatic or consular mission.

When will I get the reply?

You will get the reply up to:

1. 15 business days from the day on which we received your complaint - if the complaint concerns payment services,
2. 30 days from the day on which we received your complaint - in other cases.

If your case is particularly complicated, we can extend the time limit for responding to you. In such case we will inform you about this and will give you:

1. reason for the delay,
2. circumstances which we must establish to be able to consider the complaint,
3. the expected date when we will give our reply.

The maximum deadline by which we will reply is:

1. 35 business days from the day on which we received your complaint - if the complaint concerns payment services,
2. 60 days from the day on which we received your complaint - in other cases.

How will I get the reply?

You will get the reply from us:

1. in case of payment services – in writing or by e-mail, text or on another durable information carrier which we use – if you so request,
2. in the case of other complaints, you will receive a response from us in writing:
 - in electronic form – when you submit a complaint in writing in electronic form, unless you request a written response in paper form,
 - in paper form – when you submit a complaint in writing in paper form, unless you request a written response in electronic form,

- in paper or electronic form, according to your request – when you submit a complaint orally.

If you submit a complaint in writing in electronic form, we will respond by the same means of electronic communication or another indicated by you from among the following:

- Millenet,
- mobile application,
- e-mail,
- phone text (we will respond through this channel only if we consider the complaint positively).

If you submit a complaint to an address for electronic delivery, the response will go to your address for e-delivery. For security, we may ask you for additional confirmation of your identity – e.g. by phone to the number saved in our system or by sending a message in electronic banking.

What am I to do if I do not agree with the reply received?

1. If you do not agree with the reply received to the complaint, you may appeal – file another complaint.
2. You can also address your concerns to entities that are authorised to settle consumer disputes out of court. They are indicated below:
 - Banking Consumer Arbitration at the Polish Bank Association - www.zbp.pl/dla-klientow/arbiter-bankowy
 - Financial Ombudsman - www.rf.gov.pl

For the rules of procedure see the regulations of these institutions on their websites.

3. You can request legal assistance from urban and county consumer ombudsmen. Their contact data can be found among others on websites of towns and counties.
4. On the basis of generally applicable regulations, indicating Bank Millennium S.A. as the defendant, you may file a lawsuit against us with a common court according to:
 - general jurisdiction for the registered address of Bank Millennium S.A.: Regional Court for Warszawa-Mokotów in Warszawa at ul. Ogrodowa 51a, 00-873 Warszawa, or
 - for cases specified in the Code of Civil Procedure, including property cases with the value of the subject matter of the dispute

exceeding PLN 100,000, the District Court in Warszawa at Al. "Solidarności" 127, 00-898 Warszawa;

or in accordance with the provisions on alternating jurisdiction of the Code of Civil Procedure to the court for:

- place of performance of the contract - if it is an action for concluding a contract, determining its content, for amending the contract and for establishing the existence of a contract, for its performance, termination or cancellation, as well as for compensation due to non-performance or improper performance;
- the place of residence of the plaintiff - if it is an action for a claim that arises from a banking transaction against a bank, other organisational unit authorised to perform banking activities or their legal successors, or if the plaintiff is a consumer;
- the district in which the harmful event occurred, if the action relates to a tort claim;
- the district in which the principal establishment or branch is located - if the claim is related to the activities of that establishment or branch and the action relates to a property claim.

In addition, on the basis of generally applicable regulations, indicating Bank Millennium S.A. as the defendant, you can file a lawsuit with the common court in whose district you have your place of residence - within 5 years from 15.04.2023, in the case of an action for a claim related to the conclusion of a loan agreement valorised, denominated or indexed to a currency other than the Polish currency, including the determination of the existence or non-existence of the resulting legal relationship, for determination that the provisions of that contract are ineffective or for reimbursement of the benefits associated with its conclusion.

This notice is not legal advice, and all cases of territorial and substantive jurisdiction of common courts are specified in detail by generally applicable provisions of law.