

Reclamation Policy

1. Reclamation Policy regulates rights and obligations between TrustPay and Client within reclamation proceedings. Reclamation proceedings refer to proceedings conducted on basis of filed reclamation by the Client, claiming for revision of correctness and quality of services provided by TrustPay, and other Client's filings within extent and in the manner compliant with applicable legal regulations and the Reclamation Order. Reclamation Order can be provided by company TrustPay as a separate document for purposes of better Client's awareness of his rights; however, it formally represents an integral part of the General Business Terms (GBT).
2. Reclamation/ complaint shall be interpreted as expression of non-satisfaction (pursuant to § 89 of Payment Service Act), addressed to TrustPay by the Client in relation to correctness and quality of services provided.
3. The following cases shall not be considered Client's reclamations/ complaints:
 - a) Request for identification of payment or payment remitter/ subject depositing funds on the Client's account,
 - b) request for mediation of payment return or for payment recipient identification,
 - c) complaint on non-fulfillment or faulty fulfillment by a third person – supplier of the goods or services – related for example to quantity or quality of the goods, or provided service,
 - d) request for a copy of payment or transaction document,
 - e) request for completion of data about payment remitter or payment specification,
 - f) request for examination of deficiencies caused by the Client through his acting contradictory to the good morale or/ and through victimizing conduct that was apparently aimed at using up a product and/ or service subject to the request,
 - g) call for adjustment or improvement of TrustPay services,
 - h) call for modification of documents issued and/ or proposed by TrustPay in relation to service provision,
 - i) request of non-disputed information nature other than request for revision of correctness and quality of services provided by TrustPay.
4. Client's complaint shall not be considered reclamation if revision by TrustPay demonstrates apparent falseness of the claimed matters stated therein, resulting in ceased Client's rights for remedy and/or other counter-fulfillment by TrustPay.
5. Client has right to file reclamation by mail delivered to the company registered office address, Internal Quality Department. If any filing is submitted by mail that doesn't refer to reclamation pursuant to clause 1., TrustPay will not be obliged to reply to the Client or to initiate reclamation proceedings. Filed reclamation shall specify the name of filing subject and the filing matter.
6. Client is entitled to remedy by TrustPay if he informed the company on identified faulty payment transaction that entitles him to the remedy without unnecessary delay from the date of such observation but at the latest 6 months from faulty payment transaction concluded.
7. TrustPay shall confirm filed reclamation by the Client in writing, along with written confirmation of reclamation outcome pursuant to clause 6.
8. TrustPay shall inform the Client in writing on the reclamation outcome in the written confirmation of reclamation outcome delivered by TrustPay to the Client's e-mail specified in the reclamation.

9. Client shall attach the reclamation with all documents proving the claimed facts, provided that reclamation deadline shall start to lapse on the day when all facts claimed by the Client were proved when such evidence provided by the Client is necessary for proper conduct of reclamation proceedings.
10. TrustPay has right to contact the Client by phone or otherwise for purpose of completion of information required for decision on the reclamation. The information shall be supplied in the form and method determined by TrustPay. If the Client fails to specify the reclamation subject or to submit required documents within deadline, TrustPay shall consider his reclamation illegitimate.
11. TrustPay shall decide on legitimacy of the reclamation filed on payment services provision by TrustPay without unnecessary delay.
12. In case of reclamation filed against provision of payment services in the currency other than currency of country – signatory of the European Economic Room Agreement within the European Economic Room, and/ or in any currency valid outside the European Economic Room, total duration of reclamation proceedings shall not exceed 35 calendar days. Such period can be prolonged up to max. 6 months in case of complicated cases.
13. Reclamations other than those pursuant to clause 12 shall be resolved by TrustPay within 30 days from the date of filing by the Client. Such period can be prolonged by further 20 days if the legal requirements are met.
14. Client shall bear cost associated with reclamation filing including enclosures to the documentation.
15. In case of non-legitimate reclamation filed against the payment services provision pursuant to clause 12., TrustPay shall be entitled to reimbursement of cost incurred by the reclamation proceedings.
16. If TrustPay assumes standpoint related to the complaint or reclamation subject that has not fully satisfied the claimant/ Client requirements, the company shall explain its standpoint to the claimant/ Client in detail, including further options of his complaint solving, for example on the availability of alternative dispute solving or on competent domestic authorities, etc.
17. Filed reclamation shall not excuse the Client from fulfillment of his commitments towards TrustPay in any manner within the whole reclamation proceedings duration, even in case of legitimate Client's reclamation that is directly causally associated with fulfilled commitment.
18. Save the reasons of excluded or limited liability pursuant to GBT, TrustPay shall not be responsible for breach of obligations associated with payment services provision if the company has proved that breach of its obligations was caused by circumstances excluding the liability pursuant to Commercial Code or special regulation.
19. Depending on legal regulations amendment, TrustPay has right to amend or fully replace the Reclamation Order. Such amendment/ replacement shall be announced by TrustPay on its website.
20. Mutual rights and obligations related to reclamation proceedings pursuant to the Reclamation Order shall reasonably follow provisions of applicable contract and GBT in the wording effective and valid as of the date of reclamation filing by the Client.



