



Sect 1 – KB Group Ombudsman

1. In 2004, Komerční banka, a.s. instituted a post of an independent ombudsman, a supervisory body charged with looking for an amicable resolution of certain complaints / claims made by customers of the KB Group commercial corporations (as defined below) listed in Sect 2(1) of the KB Group Ombudsman Charter (hereinafter the “Charter”).
2. The KB Group Ombudsman is not employed by any of the KB Group commercial corporations (hereinafter the “KB Group Corporations”), acts independently and impartially. This means that he has no business or other relations with Komerční banka, a.s., or with entities in the KB Group, which could lead to a conflict of interest that worsens his independent judgment. His term of office is a maximum of five years.
3. While investigating and looking for an amicable resolution, the Ombudsman must abide by applicable law, ethical laws of justice, the Société Générale Group Code of Conduct, the Société Générale Code Governing the Fight Against Corruption and Influence Peddling and KB Group’s internal regulations, which include the Code of Ethics for KB employees.
4. The Ombudsman provides his/her services free of charge.
5. Even though the Ombudsman’s decision is not binding for the participants to proceedings, the KB Group Corporations undertake to comply with it.

Sect 2 – Participants to the Proceedings

1. Clients of the following commercial corporations may make a complaint to the Ombudsman: Komerční banka, a.s., including Komerční banka, a.s., a foreign bank’s branch in the Slovak Republic, and certain other commercial corporations that are members of the KB Group and SG Group in the Czech Republic, i.e. *Komerční pojišťovna, a.s., Modrá pyramida stavební spořitelna, a.s., KB Penzijní společnost, a.s., ESSOX s.r.o., Factoring KB, a.s., and SG Equipment Finance Czech Republic s.r.o.* (hereinafter the “KB Group”)
2. When the Ombudsman looks for an amicable resolution of complaints / claims (hereinafter also referred to as the “Issues”) lodged in accordance with the KB Group’s rules of complaints, the KB Group Corporations may turn to the Ombudsman, too, particularly in case of a repeated complaint / claim made by a client, which should be considered by the Ombudsman for the Client’s good.

Sect 3 – Ombudsman’s Powers and Jurisdiction

1. The Ombudsman has the power to investigate issues associated with products and services provided by the KB Group Corporations to their clients (exceptions are listed in Sect 4 of this KB Group Ombudsman Charter (hereinafter the “Charter”)), and also products and services mediated by the KB Group Corporations to their clients.
2. The Ombudsman decides in third instance, in case that a given Issue has not been resolved to the client’s satisfaction in first and second instance by a KB Group Corporation, in accordance with its rules of complaints and rules of settlement of clients’ grievances.

Sect 4 – Exceptions

1. The following issues fall outside the scope of the Ombudsman’s powers: issues related to possible (in)effectiveness of contracts, general business terms and conditions, and/or other similar agreements or their parts; issues related to an overall policy of the KB Group’s Corporations (e.g. tariffs of fees, interest rates applied to deposited and credited funds, rates of exchange, loan denials, and other business matters); and cases where the client has suffered a loss due to market volatility.

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2. In addition to the above, the issues listed below also fall outside the scope of the Ombudsman's powers:
 - a. In case of *Modrá pyramida stavební spořitelna, a.s.*: Issues related to consequences of possible changes introduced into the system of building savings government incentives and their taxation.
 - b. In case of *ESSOX s.r.o.*: Issues related to interest rates applied to loans, credits and financial leasing; financial leasing products; and financing of a purchase of cars and/or vehicles.
 - c. In case of *Komerční pojišťovna, a.s.*: Issues related to the life insurance appreciation; shares in profits; amounts of insurance proceeds or denial of insurance proceeds; the process of the client's acceptance to a life insurance scheme is subject to medical underwriting; and other similar matters.
 - d. In case of *Factoring KB, a.s.* and *SG Equipment Finance Czech Republic s.r.o.*: The Ombudsman cannot initiate the proceedings until the relevant commercial corporation and the client enter into a written agreement that shall define the subject matter of the issue.
 - e. In case of *KB Penzijní společnost, a.s.*: Issues related to the government subsidy granted in accordance with the Ministry of Finances' methodology (applicable to the supplementary pension insurance and supplementary pension savings); amounts of benefits calculated in accordance with rules set forth in the relevant pension plans and business terms and conditions; and shares in profits.

Sect 5 – Particulars of the Complaint

1. Clients of the KB Group Corporations may only turn to the Ombudsman in writing, at the mailing address:
Ombudsman Skupiny KB
Komerční banka, a.s.
nám. Junkových 2772/1
155 00 Praha 5 – Stodůlky
or the electronic address:
ombudsman@kb.cz
2. The complaint lodged by the client must contain the following particulars and information:
 - a. Client's first name, surname, and permanent residence address, optionally also an account number or birth number;
 - b. Thorough description of the subject of the complaint / claim;
 - c. Explanation of client's demands and suggested solution;
 - d. If the client demands financial compensation, it must be fully disclosed as to its amount and its calculation;
 - e. Representation to the effect that none of the circumstances referred to under Sect 7 hereof has occurred;
 - f. If the client is represented by an attorney at law, the latter shall submit an original power of attorney;
 - g. If the client is represented by a proxy, the latter shall submit an original notarised power of attorney.

Sect 6 – Initiation of the Proceedings; Mending of Flaws

1. If the lodged complaint / claim meets all the specifications and requirements set forth above under Sect 5 hereof, the Ombudsman shall initiate the proceedings and inform the client in writing about the latest deadline for the ruling to be issued.
2. If the complaint contains any flaws, the Ombudsman shall notify the client in writing, identifies the flaws, and asks the client to mend them within a reasonable period of time. The proceedings shall subsequently be suspended until the flaws are mended.

Sect 7 – Obstacles to the Proceedings; Inadmissibility of the Complaint / Claim

1. The Ombudsman shall not initiate the proceedings if:
 - a. The Issue in question falls outside the scope of the Ombudsman's powers pursuant to Sect 4 hereof;
 - b. The Issue has already been decided at court; or relevant proceedings have been instituted before court or before arbitrator (within the meaning of Act No. 229/2002 Coll., on Financial Arbitrator); or arbitration proceedings have been initiated (within the meaning of Act No. 216/1994 Coll., on Arbitration Proceedings and Enforcement of Arbitral Awards);
 - c. The client has filed the criminal charge concerning the Issue or turned to any government agency or public authority;
 - d. The client has disclosed the Issue to the media.

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2. If and when the Ombudsman learns about any obstacles to the proceedings, he/she shall notify the client in writing that the complaint / claim is inadmissible. Any such decision is final and conclusive. If a complaint / claim is deemed inadmissible on the grounds that it has not been decided in second instance by a relevant KB Group Corporation, the Issue shall be returned to the aforesaid KB Group Corporation. The Client shall be entitled to submit the Issue to the Ombudsman once again provided that he/she disagrees with the decision rendered by the KB Group Corporation in second instance.
3. If and when any of the events referred to above under Sect 7(1) hereof occur after the initiation of the proceedings, the proceedings shall be declared inadmissible, terminated, and suspended for good.
4. If and when the Ombudsman learns of the existence of circumstances that might put in doubt his/her impartiality with respect to the given Issue, specifically in relation to the resolved matter, the client, and/or client's attorney, the Ombudsman shall notify the aforesaid KB Group Corporation and return the Issue to the Quality and Customer Experience Department with the recommendation that the client should be informed thereof and the request that the Issue be reconsidered by the KB Group Corporation's relevant body in second instance.

Sect 8 – Proceedings

1. The proceedings before Ombudsman are conducted in a written form.
2. The Ombudsman shall familiarise himself/herself with the presented Issue, consider client's allegations and proofs, and investigate in the affairs of the given KB Group Corporation. The aforesaid KB Group Corporation shall provide the Ombudsman with any necessary information so that he/she can conduct the proceedings in accordance with the usual best practice.
3. Any and all statements, declarations and/or materials provided to the Ombudsman for the purpose of the proceedings are deemed confidential and cannot be used or referred to outside the proceedings without the consent of the parties.

Sect 9 – Ruling

1. By his/her ruling, the Ombudsman may:
 - a. Recommend to the given KB Group Corporation to accept the complaint / claim to a full extent;
 - b. Reject the complaint / claim, providing a reason for the decision;
 - c. Propose a compromise solution to the given KB Group Corporation and the client. In such a case, the Ombudsman shall subsequently ask the Client to express his/her opinion on the compromise solution within a reasonable period of time, and shall not issue the final ruling before receiving the client's consent. If the client rejects the proposed compromise solution or fails to express his/her opinion, the proposal shall be deemed rejected.
2. The Ombudsman decides the presented Issues only once; his/her decision is final and conclusive; and shall not be subject to any further correspondence.
3. The Ombudsman's ruling is made out in a written form.
4. The Ombudsman shall publish the ruling without any unnecessary delay, however no later than sixty calendar days from the initiation of the proceedings. The aforesaid deadline can be extended by thirty days.

Sect 10 – Ombudsman Charter's Effectiveness

This KB Group Ombudsman Charter becomes valid and effective as from 1 January 2022 and repeals and replaces the Ombudsman Charter of 1 January 2015.