

**KB**

CLAIM SETTLEMENT RULES OF KOMERČNÍ BANKA, A. S., BRANCH OF FOREIGN BANK

Claims are a form of exercising the rights arising from the liability of Komerční banka, a.s. (hereinafter referred to as the “Bank”) for failure to meet its contractual obligations towards a client within the period stipulated in these Claim Settlement Rules but no later than the end of the limitation period. These Claim Settlement Rules apply not only to claims but also complaints, i.e., submissions where a complainant seeks protection of their interests not set forth in a contractual relationship with the Bank. Claims and complaints are hereinafter collectively referred to as “Claims”, and the Client and the Complainant are hereinafter referred to collectively as “Client”.

I. Claim particulars

- 1.1** A claim must contain the following information about the Client and the subject matter of the claim:
- name and surname and possibly also the date of birth of a natural person; or company name and registered number (IČ) of a self-employed natural person or a legal entity,
 - contact address, registered office, telephone number and e-mail address for easier communication with the Client,
 - account number, in cases where an account is involved,
- precise description of the area the claim is related to. A Client drawing attention to a defect should submit a relevant document (such as, for example, an account statement, copy of a payment order, an agreement, etc.) to prove that their complaint is substantiated; a solution proposed by the Client should also be submitted. Providing this information contributes to prompt settlement of the claim.
- 1.2** If a claim does not contain all the required particulars, the Bank may invite the Client to submit them within a reasonable period, which is 10 calendar days.

II. Method of submitting claims

- 2.1** In the first instance of the claims settlement process in the Bank, a Client may submit their claim:
- to any place of business of the Bank, preferably the branch that maintains the Client’s account,
 - through the Bank’s toll-free Infoline 800 521 521,
 - to the mojebanka@kb.cz e-mail address,
 - by any other route defined by the Bank (this primarily applies to card claims).
- 2.2** If the Client is not satisfied with how their claim was handled in the first instance, they may submit the claim to the Quality & Customer Experience Department as a second-instance authority (contact: Komerční banka, a.s., Quality & Customer Experience, náměstí Junkových 2772/1, 155 00 Praha 5 - Stodůlky, e-mail: stiznostiareklamace@kb.cz).
- 2.3** If the Client does not agree with how the Quality & Customer Experience Department handled their claim, they may contact an independent ombudsman (the third instance of the claim handling process) in writing in accordance with the KB Group Ombudsman Charter (contact: KB Group Ombudsman, Komerční banka, a.s., náměstí Junkových 2772/1, 155 00 Praha 5 - Stodůlky, e-mail: ombudsman@kb.cz).

III. Methods to handle claims

- 3.1** The Bank confirms to the Client that their claim was received, indicating the date on which it was received, the subject matter of the claim, and the anticipated date by which the claim is to be resolved by the Bank.
- 3.2** To comply with the bank secrecy regulations, the Bank may request additional information to check the Client’s identity before further communication, or request the Client to visit a place of business of the Bank or only agree to send a written response to the Client’s permanent residence address.
- 3.3** The Bank decides whether the claim is legitimate or ill-founded within a reasonable period of time, i.e. as soon as possible but no later than 30 calendar days (see also Point 3.4 below) from the claim receipt date (the time, if any, afforded to the client to add more information to the claim is not included). The 30 calendar days may only be exceeded for serious reasons and the Bank must inform the Client about any case of exceeding the time limit.

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- 3.4** When dealing with a claim concerning payment services, the Bank will issue to the client a decision on the legitimacy of the claim without undue delay, however, no later than within 15 working days from the receipt of the claim in accordance with the Payments Act. If the claim is legitimate and the fifteen-day period cannot be observed, the Bank must provide the Client with a preliminary answer stating the reasons for the delay in answering the claim and the date of the final answer. The time of the delivery of the final answer cannot exceed 35 working days and, in complicated cases regarding payment services provided in a currency other than EUR or in a currency of a contracting country of the Treaty on the European Economic Area within the European Economic Area or, as the case may be, in complicated cases regarding payment services provided in any currency outside the European Economic Area, it cannot exceed six months.
- 3.5** As a rule, the Bank delivers its response to a claim by the same route as that by which the claim was delivered to the Bank, unless the Bank and the Client agree otherwise. If so requested by the Client, the Bank will send its response to a claim on paper.
- 3.6** In the event of a repeated claim the matter must be re-investigated and the Client must be informed of the result of the investigation within the period indicated in the preceding points of this Article III. If the Client's submission contains no new relevant facts and only reiterates the same arguments, and if the Client has already received at least one proper answer, they may simply be referred to the Bank's previous statement on the given issue.
- 3.7** The Bank bears the claims handling costs.

IV. Claim rejection

- 4.1** The Bank is entitled to reject a claim in the following cases:
- The claim does not contain all the necessary particulars (including, but not limited to, the Client's identification and the clarity of the submission) and the Client has failed to amend it within the reasonable grace period of 10 working days granted by the Bank.
 - Should the Client fail to submit evidence supporting the legitimacy of a repeated claim and there is no other proof of the defect.
 - The case was considered by or is pending before a court of law or a decision on the subject matter of the dispute has been made by the Financial Arbitrator.
- 4.2** If the reason for rejecting a claim (under point (a) or (b) of the preceding paragraph 4) ceases, the Bank will attend to the claim and the time limits for considering it will start running from the date when the given reason ceased.

V. Limitation periods and the lapse of the right to make a claim

- 5.1** A claim regarding defective performance must be lodged without undue delay after the Client becomes aware of the defect, but no later than within the period specified in applicable contractual arrangements and legal regulations and within the period of limitation.
- 5.2** The right to compensation of damage can be asserted against the Bank within a three-year period starting from the date on which the Client learned, or could have learned, of the damage and identified who was liable. This period ends at the latest 10 years, and in the case of intentional damage, 15 years after the occurrence of the damage.
- 5.3** The Bank is not obliged to pay compensation if a claim is statute-barred.

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VI. Out-of-court resolution of consumer disputes: the Czech National Bank and the Czech Banking Association

- 6.1** If the complaining Client is a consumer and if they are not satisfied with how their claim was handled by the Bank, they may contact the competent administrative authority and request an out-of-court resolution of the dispute. Such an administrative authority may be:
- the Financial Arbitrator (www.finarbitr.cz) – for issues related to financial services referred to in Act No. 229/2002 on the Financial Arbitrator, as amended, including, but not limited to, disputes over the provision of payment services, and the offering, provision or intermediation of consumer credit or making a currency exchange transaction.
 - the Czech Trade Inspection Authority (www.coi.cz) or an entity authorised by the Ministry of Industry and Trade and posted on the Ministry's website (www.mpo.cz) – in cases not falling within the competence of the Financial Arbitrator.
- 6.2** Clients may contact the Czech National Bank ("ČNB", www.cnb.cz) in matters related to compliance with the prohibition of unfair practices, prohibition of consumer discrimination, obligations and rules regarding the provision of information about the prices of services and the determination thereof, and obligations set out in the Civil Code regarding distance contracts for financial services. The ČNB does not make decisions on the subject matter of disputes: it only considers compliance with the legal regulations under its oversight.
- 6.3** Clients may contact the Czech Banking Association ("ČBA", www.czech-ba.cz) in accordance with article 4.2 of ČBA Standard Code of Conduct between Banks and Clients.

VII. Final provisions

- 7.1** These Claim Settlement Rules are a publicly accessible document of the Bank and are available in the Bank's places of business and at the Bank's website.
- 7.2** These Claim Settlement Rules take effect on 1 January 2022 and supersede the Claim Settlement Rules that came into force on 1 January 2018.