

Regulations for the Defence of Tokio  
Marine Europe S.A, Sucursal en  
España's Customers.

March 2022

## **TOKIO MARINE EUROPE SA, SUCURSAL EN ESPAÑA'S CUSTOMER SERVICE DEPARTMENT REGULATIONS**

### **PRELIMINARY ARTICLE**

Through the approval of these Regulations, the activities of the Customer Service Department of **Tokio Marine Europe SA, Sucursal en España**, (hereinafter referred to as "**TME Spanish Branch**") are regulated, in accordance with the provisions required by Law 44/2002 of 22 November on Measures of Reform of the Financial System, and Order ECO/734/2004, dated 11 March, on Customer Departments and Services and the Customer Ombudsman of financial institutions.

The purpose of this Regulation is to regulate the requirements, procedures and activity in general to be followed by TME Spanish Branch's Customer Service in order to ensure at all times proper compliance with the company's transparency and customer service regulations.

### **TITLE I.- GENERAL PROVISIONS**

#### **ARTICLE 1.- Purpose**

The purpose of these Regulations is to define the organisational structure, functioning and activity of the Customer Service, and the procedures related to the processing and resolution of complaints and claims submitted by TME Spanish Branch's customers related to their legally recognised rights and interests in accordance with the provisions of Order ECO/734/2004, dated 11 March, on Customer Departments and Services and the Customer Ombudsman of financial institutions.

For the purposes of the insurance contract, the customers or users of the financial services shall be the policy-holders, insured, beneficiaries, injured third parties and successors of any of them.

#### **ARTICLE 2.- Scope of action**

These Regulations shall apply to all complaints and claims presented, directly or by representation, by all natural or legal persons, whether Spanish or foreign, who are users of services provided by TME Spanish Branch, provided that such complaints and claims refer to their legally recognised rights and interests, whether derived from contracts, regulations regarding transparency and customer protection or good financial practices and uses.

In this regard, complaints shall be those relating to the functioning of the financial services provided to users by TME Spanish Branch that are presented for reasons of delay, inattention or any other type of action observed in its operation.

Claims shall be those submitted by financial services users for the purpose of restitution of their right or interest, specific facts relating to acts or omissions of TME Spanish Branch which for the claimant represent any damage to his/her interests or rights for non-observance of contract, regulations regarding transparency and customer protection or good financial practices and uses.

## **TITLE II.- CUSTOMER SERVICE DEPARTMENT**

### **ARTICLE 3.- Appointment and eligibility of the Head and Deputy of the Customer Service Department.**

The Head of the Customer Service Department shall be appointed by TME Spanish Branch's General Manager and shall be communicated to the Dirección General de Seguros y Fondos de Pensiones [Spanish General Directorate of Insurance and Pension Funds, hereinafter referred to as the "DGSFP"].

Moreover, the General Manager of TME Spanish Branch may appoint a Deputy in the event that the Head of the Customer Service Department, due to absence, impossibility, illness or sick leave, is temporary unable to perform his/her duties. In such cases, the Deputy shall assume and perform the functions of the Head of the Customer Service Department. The appointment of said Deputy shall be communicated to the DGSFP.

In both cases, the appointment shall fall on a member of Tokio Marine HCC's staff with commercial and professional honourability and with the knowledge and experience required for the development of his/her duties regarding the resolution of complaints and claims submitted by customers.

Commercial and professional honourability concurs in individuals who have consistently shown respect for mercantile laws and other laws ruling economic activity and business, as well as commercial and financial best practices.

To the effects of these Regulations, individuals who have developed functions related to the lines of insurance business in which TME Spanish Branch is authorised to operate shall be deemed to have professional and commercial honourability, regardless those posts have been held in the said entity or in other insurance entities.

Under no circumstances shall it be possible to appoint members of the Board of Directors of TME or any other related Group company, in the terms of article 42 of the Spanish Code of Commerce, to hold the post of Head or Deputy of the Customer Services Department.

### **ARTICLE 4.- Duration of the appointment as Head and Deputy of the Customer Service Department.**

The duration of the post of Head and, if applicable, Deputy of the Customer Service Department shall be indefinite.

The appointment as Head and Deputy of the Customer Service Department shall be revoked in the following cases:

1. Termination or extinction of the labour relationship with Tokio Marine HCC whatever the cause.
2. Voluntary resignation from the appointment, duly accepted.
3. Incompatibility of the appointee or conflict of interest in the exercise of duties, as specified in the present Regulations or in applicable legislation.

### **ARTICLE 5.- Self-government and incompatibilities affecting the Head and Deputy of the Customer Service Department.**

The Head and Deputy of the Customer Service Department shall make decisions autonomously, avoiding conflict of interest.

In this sense, all the company's departments and services shall provide TME Spanish Branch's Customer Service with all the information requested in the performance of their duties.

#### **ARTICLE 6. Capacities of the Customer Service Department.**

The Customer Service Department shall have the following capacities:

1. To deal with and resolve the complaints and claims filed by Policyholders, Insureds, Beneficiaries and/or harmed Third Parties, insofar as they relate to their interests and recognised legal rights, whether derived from insurance contracts, legislation on transparency, customer protection or best financial practices and, specially, the equity principle.
2. To make recommendations and suggestions based on experience, with the aim of achieving the targets.
3. To draw up the Annual Report explaining the development of work during the preceding year, with the contents required by applicable legislation.
4. To keep a register of complaints and claims filed, containing the following minimum information: claim number, claims allowed and disallowed and reasons for the rejections, causes of the claims and issues set forth in them, amounts involved and date on which the complaint or claim was resolved.
5. To handle, through the Head and, if applicable, Deputy of the Customer Service Department, the possible requirements made by the Ombudsman service of the DGSFP to TME Spanish Branch in exercise of its duties and in the terms established by the Ombudsman service of the DGSFP.
6. To oversee the fulfilment of the client information obligations set forth in Article 9 of Order Eco/734/2004, dated 11 March.

In any case, the following duties shall fall outside of the scope of the Customer Service Department's capacities:

1. Complaints or claims already resolved, filed by the same customer in relation to the same facts or deeds.
2. Appeals filed as if they were new complaints or claims, when their resolution is competence of the administrative and judicial bodies.
3. Complaints or claims filed in respect of facts or circumstances pending resolution or litigation by Administrative and Judicial Bodies or in those cases where the case has already been dealt with by said bodies.
4. Complaints or claims which do not include the information necessary for them to be processed, as well as those that are imprecise as regards their cause.
5. Complaints or claims already simultaneously in progress in an administrative, arbitration or judicial procedure.

#### **ARTICLE 7. Organisation and resources of the Customer Service Department.**

The Customer Service Department shall be granted the adequate human, material, technical and organisational resources needed for the accomplishment of its tasks and duties. TME Spanish Branch shall take the actions needed to ensure that the staff of the Department has the necessary knowledge of transparency and customer protection regulations and of insurance products and services.

Likewise, all of TME Spanish Branch's departments and services shall be obliged to provide the Customer Service Department with all the information that the latter may request in connection with the development of its duties.

TME Spanish Branch shall put in place the measures necessary to guarantee that the data transmission procedures established for the Customer Services Department to transfer information to the other Departments of the company respond to the principles of celerity, security, efficiency and coordination.

### **TITLE III.- CUSTOMER SERVICE DEPARTMENT RELATIONS**

#### **ARTICLE 8.- Relations with the Ombudsman Service of the DGSFP.**

The Head of the Customer Service Department or, when applicable, the Deputy, shall be in charge of attending to claims made to TME Spanish Branch by the Ombudsman Service of the DGSFP in exercise of its duties.

#### **ARTICLE 9.- Obligation of information to customers**

The information relating to the Customer Service is available on TME Spanish Branch's website, stating its postal and e-mail addresses for these purposes, as well as in the policy delivered to the customer.

#### **ARTICLE 10.- Inter-departmental relations**

In this sense, all the company's departments and services must provide TME Spanish Branch's Customer Service with all the information requested in the performance of their duties.

### **TITULO IV.- COMPLAINTS AND CLAIMS PROCESS**

#### **ARTICLE 11.- Place of submission and term to file complaints or claims**

In order for complaints or claims related to the assurance contract to be resolved, the Policyholder, the Insured and/or the harmed Third Party should submit them to:

1. The Customer Service Department, by means of a letter addressed to: TME Sucursal en España, Torre Diagonal Mar, Josep Pla 2, Piso 10º, 08019 Barcelona, Spain.
2. The following e-mail address: [sac@tmhcc.com](mailto:sac@tmhcc.com)
3. At TME Spanish Branch's office.

The maximum term to submit a complaint or claim shall be two (2) years since the moment customer gains knowledge of the facts causing the complaint or claim.

Once the complaint or claim is received by the Customer Service Department, which will always be in charge of the complaint or claim in a first and single instance, this Department shall send

written confirmation of receipt to the claimant. If the complaint or claim were received by any office open to clients or any other department of the Company, it shall be sent to the Customer Service Department, and the claimant will be informed that this Department is in charge of the complaints or claims in a first and unique instance.

#### **ARTICLE 12.- Submission and contents of the complaints and claims**

1. Complaints and claims can be submitted personally or through an attested representative and shall be filed either in print or on electronic format, insofar as they can be read, printed and the documentation kept on file. The use of electronic support and transmission of data shall comply with the terms of Regulation (EU) No 910/2014 of the European Parliament and of the Council of 23 July 2014 on electronic identification and trust services for electronic transactions in the internal market and repealing Directive 1999/93/EC and Law 6/2020 of 11 November regulating certain aspects of electronic trust services.
2. The document supporting each complaint and claim shall contain:
  - A. Name, surname and address of the individual concerned or of his representative (if applicable), National Identity Card number in the case of individuals and registration data in the case of legal entities.
  - B. Reason for the complaint or claim, clearly specifying those items in respect of which a resolution is sought.
  - C. Office, department or service where the events took place.
  - D. Confirmation by the claimant that he has no knowledge that the complaint is being processed through an administrative, arbitration or judicial procedure.
  - E. Place, date and signature.
  - F. All documents held by the claimant supporting the complaint shall be enclosed.
3. The submission and process of complaints and claims before the Customer Service Department is free of charge for the customer.

#### **ARTICLE 13.- Allowing of claims and complaints.**

1. Once a complaint or claim is received by the Customer Service Department, this body will send a written confirmation specifying the date of submission to calculate the term for resolution, and then a dossier will be opened in this respect.
2. If the Customer Service Department finds in the complaint or claim any repairable error, the claimant shall be informed so that within 10 calendar days the error may be corrected. The claimant shall likewise be informed that if the error is not corrected, the complaint or claim will be filed and the process finalised.

The time period during which the claimant corrects the errors described in the above paragraph shall not be included for the computation of the claim resolution term.

3. Complaints or claims shall only be rejected in those cases described in article 4 of the present Regulations, in which the issue is not of the Client Service Department's competence and/or in those cases in which the two-year term set forth in article 7 for the submission of complaints or claims has expired.

4. In those cases where the complaint or claim is not accepted, the claimant shall be informed of the reasons for the rejection, after which he will have 10 calendar days to file allegations. Once the claimant has filed allegations, if the causes for rejection of the complaint or claim continue to exist, he/she shall be informed of the final decision.

#### **ARTICLE 14.- Process.**

1. During the complaint or claim process, the Customer Service Department will request from both the claimant and the different TME Spanish Branch departments and services, all the pertinent information, clarifications, reports and proof elements deemed necessary to issue a resolution. All such information shall be submitted to the Customer Service Department by the affected departments within 15 calendar days of its being requested.
2. The Customer Service Department shall resolve on a complaint or claim within **TWO MONTHS** when the claimant is not a consumer, or **ONE MONTH** when he/she is a consumer, from its submission.

#### **ARTICLE 15.- Acceptance and abandonment of the complaint or claim.**

1. If TME Spanish Branch rectifies its position in favour of the claimant or claim, it shall be necessary to inform the relevant department and support the position before said department with documents. The complaint or claim shall then be filed, and no further process shall be carried out.
2. The claimant may abandon his/her complaint or claim at any moment, at which time the process will be automatically finalised, and the complaint or claim shall be filed, no further actions being taken.

#### **ARTICLE 16.- Finalisation and Notification.**

1. The complaint or claim's process should finalise within 2 (two) months when the claimant is not a consumer, or within 1 (one) month when the claimant is a consumer, as of the date on which the complaint or claim was initially submitted to the Customer Service Department.
2. Any decision taken by the Customer Service Department must be justified and contain clear conclusions in respect of the complaint or claim. Such resolution shall always be in accordance with the contractual clauses and applicable transparency and customer protection regulations as well as the best financial practices.

If a decision were not in line with those issued in respect of precedent dossiers, it will be necessary to justify the differences.

3. Any decision taken by the Customer Service Department shall be notified to the claimant within 10 calendar days as of its date, in writing or by electronic means, as expressly designated by the claimant, as long as proof of delivery and reception can be kept. If the claimant has not designated any specific means of communication, it will be notified in the same way as the complaint or claim was submitted.

If the notification were made by electronic communication links, it must always be possible to read, print and preserve the dossier according to the requirements of Regulation (EU) No. 910/2014 of the European Parliament and of the Council of 23 July 2014 on electronic identification and trust services for electronic transactions in the internal market and repealing Directive 1999/93/EC, and Law 6/2020 of 11 November regulating certain aspects of electronic trust services.

4. Customer Service Department resolutions issued in favour of the claimant shall be binding for TME Spanish Branch. The fact that these resolutions are binding for the Company shall not be an obstacle for the judicial tutelage, administrative protection or for other conflict solution mechanisms.

If the resolution were favourable for the claimant and TME Spanish Branch were obliged to make a payment, such payment shall be made within 20 calendar days as of the date on which the claimant is informed of the resolution.

#### **TITLE V.- ANNUAL REPORT**

##### **ARTICLE 17.- Annual Report.**

During the first quarter of each calendar year, the Customer Service Department shall submit to TME Spanish Branch's General Manager an explanatory report of the development of its duties during the previous business year, containing the necessary information required by the applicable legislation at each moment.

In accordance with the terms of article 17 of Order Eco/734/2004, dated 11 March, the minimum contents of this report shall be:

- A. Statistical summary of complaints and claims processed, with information on their number, allowance, reasons for rejection, reasons for the complaints and claims and requests made in them, and amounts involved.
- B. Summary of the resolutions issued, indicating the ones resolved in favour of and against the claimant.
- C. General criteria contained in the resolutions.
- D. Recommendations and suggestions derived from the Department's experience in order to better achieve the aims behind its acts.

#### **TITLE VI.- FINAL PROVISIONS**

These Regulations shall be in force from their date of approval by the Branch General Manager.