

# Customer Service Regulations

IRIS GLOBAL SOLUCIONES DE PROTECCIÓN SEGUROS Y REASEGUROS,S.A.U.

## **Article 1. Purpose and scope of application.**

The purpose of these Customer Protection Regulations is to regulate the requirements and procedures to be met by the Customer Service Department of IRIS GLOBAL SOLUCIONES DE PROTECCIÓN SEGUROS Y REASEGUROS,S.A.U., and was approved by resolution of the Board of Directors on June 22, 2004.

The Customer Service Department is a specialized body whose mission is to attend to and resolve complaints and claims submitted to IRIS GLOBAL SOLUCIONES DE PROTECCIÓN SEGUROS Y REASEGUROS, S.A.U., by its customers, related to their legally recognized interests and rights, whether derived from contracts, transparency and customer protection regulations or good financial practices and uses, in particular, the principle of fairness.

## **Article 2. Competencies of the Customer Service Department.**

The Customer Service Department shall hear the complaints and claims submitted by the individuals or legal entities entitled to do so, in accordance with the provisions of Article 6 of these Regulations.

For the purposes of these Regulations, complaints and claims shall be understood as the following:

**COMPLAINTS:** Those referring to the performance of the services provided to clients by IRIS GLOBAL SOLUTIONS FOR INSURANCE PROTECTION AND INSURANCE PROTECTION.

REASEGUROS,S.AU., and presented for delays, inattention or any other type of action observed in the operation of the Company.

- a) **CLAIMS:** Those filed by clients who state, with the intention of obtaining the restitution of their interest or right, specific facts referring to actions or omissions of the Company that imply for the person filing them a damage to their interests or rights due to breach of contracts, of the regulations on transparency and protection of clients or of the good practices and uses of the insurance sector.

### **Article 3. Appointment and removal.**

The appointment and dismissal of the head of the Customer Service Department shall be adopted by agreement of the Board of Directors of IRIS GLOBAL SOLUCIONES DE PROTECCIÓN SEGUROS Y REASEGUROS, S.A.U., and shall be communicated to the Commissioner for the Defense of the Insured and to the Directorate General of Insurance and Pension Funds.

### **Article 4. Duration.**

The term of office of the Customer Service Representative shall be for an indefinite period of time.

### **Article 5. Requirements and incompatibilities.**

The head of the Customer Service Department must be a person with commercial and professional honorability, and with adequate knowledge and experience to carry out his functions, and shall be expressly empowered to, autonomously and independently of the other departments or commercial or operational services of the organization, adopt the decisions or resolutions he deems most appropriate in defense of the rights and legitimate interests of the clients of IRIS GLOBAL SOLUCIONES DE PROTECCIÓN SEGUROS Y REASEGUROS, S.A.U., who make a complaint or claim, based on contractual clauses, insurance and client protection legislation, as well as on good practices and uses of the insurance sector, particularly on the principle of the protection of clients, who make a complaint or claim, based on the contractual clauses, insurance and client protection legislation, as well as on the good practices and uses of the insurance sector, in particular, on the principle of equity.

A person who simultaneously performs functions in the Commercial, Marketing, Contracting or Claims Processing Departments may not be elected head of the Customer Service Department. Nor may the position of Customer Service Representative be held by anyone who is incapacitated to carry on business in accordance with the provisions of Article 13 of the Code of Commerce.

The head of the Customer Service Department shall cease to perform his/her duties when, after his/her appointment, he/she incurs in any of the aforementioned causes of ineligibility or incompatibility.

### **Article 6. Persons entitled to file a claim.**

Policyholders, insured parties, beneficiaries, injured third parties or rightful claimants of any of the above are entitled to file a complaint or claim.

**Article 7. Form, content and place of presentation of complaints and claims.**

- 1) The presentation of complaints or claims may be made, in person or by the authorized person on paper or by computer, electronic or telematic means, provided that these allow the reading, printing and conservation of the documents.
- 2) The document containing the complaint or claim must meet the following requirements:
  - a) Identification data of the claimant (name, surname and address) and, if applicable, of the person representing the claimant.
  - b) Identification of the policy in respect of which the complaint or claim is being made claim.
  - c) Indication of the causes that motivate the complaint or claim, providing the documentation on which it is based.
  - d) Indication of the request you are making to Customer Service.
  - e) Indication that the complainant is not aware that the complaint or claim is being substantiated or heard through an administrative, arbitration or judicial proceeding.
  - f) Place, date and signature.

3. However, IRIS GLOBAL PROTECTION SOLUTIONS SAFETY AND SECURITY REASEGUROS, S.A.U., shall make available to any person entitled to make a claim, forms for the formulation of complaints or claims, which may be requested from the Customer Service Department.

4. The written or printed form containing the complaints and claims may be submitted to the Customer Service Department, or by e-mail to [sac@irisglobal.es](mailto:sac@irisglobal.es).

**Article 8. Admission for processing.**

1. Once the complaint or claim has been received by the Customer Service Department, it will acknowledge receipt in writing and analyze whether it meets the requirements established in Article 7 of these Regulations, necessary for its processing.

2. In the event that any of these requirements are not met, and the facts of the complaint or claim cannot be clearly established, the claimant will be informed in writing and granted a period of TEN DAYS to correct the error or clarify the claim, during which time the period of one month that the Company has to resolve the claim

shall be interrupted.. In the letter, the claimant shall be warned that if no reply is received, the complaint or claim shall be filed without further action.

3.Complaints and claims may only be rejected for processing in the following cases:

- a) When a period of more than TWO YEARS has elapsed since the customer became aware of the facts that caused the complaint or claim or, if applicable, the statute of limitations to file a legal claim has expired.
- b) When the same facts are the subject of a civil or criminal case before the ordinary jurisdiction, before an administrative instance or through arbitration. If an appeal is filed or an action is brought before judicial, administrative or arbitral bodies, the complaint or claim shall be filed immediately.
- c) When they are intended to be processed as a complaint or claim, resources or different actions whose knowledge is the competence of administrative, arbitral or judicial bodies, or the same is pending resolution or litigation or the matter has already been resolved in those instances.
- d) When the facts, reasons and request specifying the issues that are the subject of the complaint or claim do not refer to specific operations or do not comply with the requirements of these Regulations.
- e) When complaints or claims are formulated that reiterate other previous resolved ones, presented by the same client in relation to the same facts.

4.When the complaint or claim is deemed inadmissible for any of the aforementioned reasons, the interested party will be notified by means of a reasoned decision, giving him/her a period of TEN calendar DAYS to present his/her arguments. When the interested party has replied and the causes of inadmissibility are maintained, the final decision adopted will be communicated.

**Article 9. Internal processing.**

The Customer Service Department may request, during the course of the processing of the files, both from the claimant and from the different departments and services of the Company, any data, clarifications, reports or elements of proof considered pertinent to adopt its decision, and both parties must reply within a maximum period of TEN DAYS from the time of the request.

Where it is not possible to respond within the time limit, Customer Service will inform the complainant of the reasons for the delay and indicate when the investigation is likely to be completed and the complaint resolved.

#### **Article 10. Termination and Notification.**

1.The file shall be finalized within a maximum period of ONE MONTH from the date on which the complaint or claim was filed with the Customer Service Department, to which shall be added the days during which the file has been suspended for the correction of errors in the filing of the claim, in accordance with the provisions of Article 8 of these Regulations.

2.The decision or resolution adopted shall always be reasoned and shall contain clear conclusions on the request raised in the complaint or claim, based on the contractual clauses, insurance legislation and the good practices and uses of the insurance sector.

3.Said decision or resolution shall be notified to the interested parties within TEN calendar DAYS as of its date, in writing, sent by certified mail with acknowledgement of receipt or by computer, electronic or telematic means, provided that these allow the reading, printing and conservation of the documents, and comply with the requirements set forth in Law 6/2020, of *November 11, regulating certain aspects of electronic trust services*, as expressly designated by the claimant and, in the absence of such indication, through the same means in which the complaint or claim was filed.

4.If the Customer Service refuses to admit the complaint or claim for processing or rejects, totally or partially, the request, or if a period of one month has elapsed from the date of its presentation without it having been resolved, the interested party may present their complaint or claim before any of the Commissioners for the Defense of the Financial Services Client, regardless of its content, or directly to the Complaints Service of the Directorate General of Insurance and Pension Funds, having to prove having previously filed it with the Customer Service Department of IRIS GLOBAL SOLUCIONES DE PROTECCIÓN SEGUROS Y REASEGUROS, S. A. U., , unless the object of such complaint or claim is the delay or non-compliance with a decision or resolution favorable to the client.

#### **Article 11. Relationship with the Commissioner for the Defense of the Insured Party and Pension Plan Participants**

IRIS GLOBAL INSURANCE AND PROTECTION SOLUTIONS REASEGUROS, S.A.U. will attend, through the Customer Service Department, to the requests that the Commissioner may make in the exercise of his functions, within the time limits determined by the latter.

**Article 12. Content.**

1. Within the first quarter of each year, the head of the Customer Service Department shall submit to the Board of Directors of IRIS GLOBAL SOLUCIONES DE PROTECCIÓN SEGUROS Y REASEGUROS, S.A.U., a report explaining the performance of its duties during the fiscal year, which shall have the following minimum content:

- a) Statistical summary of the complaints and claims handled, with information on their number, admission for processing and reasons for rejection, reasons and issues raised in the complaints and claims, amounts affected, distribution by lines of business or guarantees, as well as by Agencies.
- b) Summary of the decisions or resolutions issued, indicating whether they are favorable or unfavorable to the claimant.
- c) General criteria contained in the decisions or resolutions issued.
- d) Recommendations or suggestions derived from its experience, with a view to better achieving the goals that inform its actions.

2. At least a summary of the Annual Report will be integrated into the Annual Report of IRIS GLOBAL SOLUCIONES DE PROTECCIÓN SEGUROS Y REASEGUROS, S.A.U.



Madrid, March 1, 2023.