REGULATIONS FOR THE PROTECTION OF CUSTOMERS OF CAJAMAR SEGUROS GENERALES, S.A. DE SEGUROS Y REASEGUROS

cajamar SEGUROS GENERALES

SECTION I

THE CUSTOMER SERVICE DEPARTMENT, ITS HEAD AND FUNCTIONS

CHAPTER I

APPLICABLE LEGISLATION, ADOPTION OF THE REGULATIONS AND INDEPENDENCE OF THE CUSTOMER SERVICE DEPARTMENT OR SERVICE.

Article 1. These Customer Protection Regulations of CAJAMAR SEGUROS GENERALES, S.A. de Seguros y Reaseguros (hereinafter "*Cajamar SG" or "the Company"*) govern the activities of the Customer Service Department of Cajamar SG (hereinafter *the Service*), which is established in accordance with the provisions of Law 44/2002 of 22 November on Measures for the Reform of the Financial System, Order ECO/734/2004 of 11 March on the customer service departments and services of financial institutions, and any other applicable supplementary regulations.

Article 2. The Service will not report to any operational division of Cajamar SG*,* thereby ensuring that it can make decisions independently within its remit and, furthermore, avoiding conflicts of interest.

The service is free, effective, inclusive, non-discriminatory, assessable and universally accessible, with particular attention paid to people with disabilities or the elderly, and taking specific account of digital literacy levels and the principle of personalised service provision.

Notwithstanding the provisions of the preceding paragraph, Cajamar SG shall take the necessary measures to ensure that the procedures established for the transmission of the information required by the Service to the organisation's other departments comply with the principles of speed, security, efficiency and coordination.

Cajamar SG will ensure that its Service is equipped with the appropriate human, material, technical and organisational resources to carry out its functions. In particular, it will take the necessary steps to ensure that service staff have an adequate understanding of the regulations on transparency and the protection of financial services customers, as well as specific training in dealing with vulnerable consumers, particularly those with disabilities or the elderly. Furthermore, Cajamar SG will ensure that the Service has an internal support structure within the company to facilitate the Service's response to any incident.

CHAPTER II

THE HEAD OF THE CUSTOMER SERVICE DEPARTMENT: APPOINTMENT, TERM OF OFFICE, GROUNDS FOR INCOMPATIBILITY OR DISQUALIFICATION, AND TERMINATION

Article 3. The head of the Service must be a natural or legal person of good commercial and professional standing, with the appropriate knowledge and experience to perform their duties in accordance with the provisions of the first paragraph of Article 5 of Order ECO/734/2004 of 11 March on customer service departments and services and the customer ombudsman of financial institutions.

Where the service provider is a legal entity, the requirements set out in the preceding paragraph shall apply not only to the entity itself but also to the natural person or persons who, acting on its behalf, are to perform the duties and responsibilities inherent in the activity.

The appointment of the same shall be made by the Company's Board of Directors and shall be notified to the Complaints Service of the Directorate-General for Insurance and Pension Funds, as well as to the supervisory authority or authorities responsible for the Company's activities.

Article 4. Natural or legal persons who find themselves in any of the following situations are ineligible to hold the post of Head of the Service and, consequently, may not be appointed:

a) Those who fail to meet the requirements regarding commercial and professional integrity, as well as lacking the appropriate knowledge and experience necessary to perform their duties, as required by the applicable regulations at any given time.
b) Those who are responsible for operational, commercial and direct duties relating to the handling of claims at Cajamar SG

Article 5. The appointment of the Head of the Service shall be for a term of two years. Upon expiry, the term of office may be renewed by the Board of Directors for further terms of the same duration.

They may be terminated for any of the following reasons:

a) Where the conditions governing their eligibility under these Regulations and the applicable rules are no longer met.
b) In the event of death or permanent incapacity.
c) By resignation.
d) Upon termination of their employment relationship with the organisation at their own request.
e) Upon the dissolution of the company, should the Service Holder be a legal entity.
f) In any event, the Board of Directors may terminate the Service Holder's appointment at any time and without having to give any reason.

Should the post become vacant, the Board of Directors, without prejudice to the implementation of decisions already taken, must appoint a new head of the department as soon as is operationally feasible. In addition, the company's senior management will be responsible for appointing an interim head of the department until a new appointment is made.

CHAPTER III

DUTIES OF THE CUSTOMER SERVICE DEPARTMENT

Article 6. The purpose of the Customer Service Department is to address and resolve complaints and claims submitted by policyholders, insured parties and affected third parties of Cajamar SG in relation to their legally recognised interests and rights, whether arising from contracts, transparency and customer protection regulations, or financial best practices and customs, in particular the principle of fairness.

For the purposes of these Regulations, complaints shall be deemed to be those relating to the operation of the services provided to Cajamar SG customers and submitted on the grounds of delays, negligence or any other conduct observed in the provision of such services; claims shall be deemed to be those submitted by customers seeking to obtain the restoration of their interests or rights, and setting out specific facts relating to actions or omissions by the institution which, in the view of the person making the claim, constitute a breach of their interests or rights due to a breach of contracts, transparency and customer protection regulations, or good financial practices and customs.

The Company's Customer Service Department will handle and resolve any complaints and claims submitted to the Company regarding the conduct of its services, agents and bank-insurance operators.

Article 7. All policyholders, insured parties and affected third parties of Cajamar SG shall be entitled to bring to the attention of the Service, for its consideration and decision, any complaint or claim they deem appropriate to make, in accordance with the matters and subject to the rules set out in these Regulations, in Law 44/2002 of 22 November on Measures for the Reform of the Financial System, and in any other applicable legislation.

Article 8. In the undertaking of its duties, the Service has the following responsibilities:

a) To be aware of and resolve any complaints or claims made by customers in relation to the circumstances set out in Article 7 of these Regulations

b) To submit reports, recommendations and proposals to the Management of Cajamar SG on all matters falling within its remit which, in its view, may serve to strengthen the good relations and mutual trust that should exist between Cajamar SG and its policyholders, insured parties and affected third parties.

CHAPTER IV

OBLIGATIONS OF CAJAMAR SEGUROS GENERALES AND ITS DEPARTMENTS REGARDING CUSTOMER SERVICE AND THE OBLIGATIONS TO PROVIDE INFORMATION.

Article 9. Cajamar SG shall adopt any such measures as are necessary to ensure the Service performs its duties to the highest standard, taking particular care to ensure that its actions are conducted with the utmost independence.

Article 10. All departments of Cajamar SG are required to provide the Service with any information it requests regarding transactions, contracts or services provided by them that are the subject of a complaint or claim by their policyholders, policyholders and affected third parties, where such matters fall within the Service's remit, and to ensure that all their managers and employees cooperate as appropriate.

Article 11. Cajamar SG is required to inform its policyholders, policyholders and affected third parties by making the information set out in Article 29.5 of Law 44/2002 of 22 November on Measures to Reform the Financial System available to them at each and every branch open to the public, as well as on its website.

SECTION II

COMPLAINTS, CLAIMS, AND THEIR PROCESSING

CHAPTER I

PURPOSE, PROCEDURE, REQUIREMENTS AND DEADLINE FOR SUBMITTING COMPLAINTS AND CLAIMS

Article 12. Complaints and claims must relate to contracts, transactions or services provided by Cajamar SG where the manner in which these have been handled has affected the legally recognised interests and rights of policyholders, insured parties and aggrieved third parties, whether arising from the contracts themselves, from regulations on transparency and customer protection, or from good financial practice and custom, in particular the principle of fairness.

Article 13. The submission and processing of complaints and claims shall be free of charge; customers may not be required to pay any fees in this regard.

Complaints and claims may be submitted to the Customer Service Department at any of the Bank's branches open to the public, or via the email and postal addresses specified in these Regulations; complaints or claims may not be submitted by telephone.

Article 14. Complaints and claims may be submitted in person or through a duly authorised representative, either in paper form or via digital, electronic or telematic means, provided that such means allow the documents to be read, printed and stored, and in such cases comply with the requirements set out in Law 6/2020 of 11 November, regulating certain aspects of trusted electronic services.

Complaints and claims may be submitted in Spanish, as well as in any of the co-official languages in the case of customers located in autonomous regions where such languages are in use.

Complaints and claims must include the following information:

a) First name, surname(s) and address of the data subject and, where applicable, of the person representing them, providing proof of such representation in accordance with the law; national identity card number for natural persons and details from the public register for legal entities.
b) Reason for the complaint or claim, clearly specifying the issues on which a decision is sought.
c) The department, office or offices, service or body against which the complaint or claim is directed and in which the events forming the subject matter of the complaint or claim occurred.

d) It must be specified that the customer is not aware that the matter forming the subject of the complaint or claim is currently being dealt with through administrative, arbitration or judicial proceedings.
e) Place, date and signature

The complaint or claim must be accompanied by any documentary evidence held by the insured party, the policyholder or an aggrieved third party of Cajamar SG on which the complaint or claim is based. The complaint or claim must relate to specific transactions.

CHAPTER II

PROCESSING

Article 15. Once a complaint or claim has been received by the Service, the head of the Service shall decide within ten days of receipt whether to accept it for processing and shall immediately notify the complainant of this decision. This notification shall be sent via the same channel through which the complaint or claim was received, recording the content, date and time of submission of the complaint or claim for the purposes of calculating the maximum period of one month available to resolve the case, where applicable, as well as the identification code enabling the customer to track the progress of their complaint or claim.

The following are grounds for refusing to accept a case for consideration:

a) Where essential information required for processing is omitted and cannot be rectified.
b) Where attempts are made to process as a complaint or claim matters that fall within the jurisdiction of administrative, arbitral or judicial bodies, or where such matters are pending resolution or litigation, or have already been resolved by those bodies.
c) Where the facts, grounds and request on which the issues forming the subject of the complaint or claim are based do not relate to specific transactions.
d) When complaints or claims are made that duplicate previous ones that have already been resolved, submitted by the same customer in relation to the same facts.
e) When five years have elapsed since the events occurred without a complaint or claim having been submitted.
f) Transactions, guarantees or services provided by the Financial Institution. When essential information required for processing is omitted but can be rectified, such as where the identity of the claimant is not sufficiently verified or the facts forming the subject of the complaint or claim cannot be clearly established

Where a complaint or claim is declared inadmissible on any of the grounds set out above, the interested party shall be notified by means of a reasoned decision, granting them a period of ten calendar days to submit the relevant representations, with the warning that, should they fail to do so, their case will be closed without further action. This period shall not be included in the calculation of the one-month period provided for issuing a decision.

If the applicant has responded and the grounds for non-admission remain valid, they will be notified of the final decision, and informed of their right to lodge a complaint with the Complaints Service of the Directorate-General for Insurance and Pension Funds, either via its website or at its office at the following address: P de la Castellana, 44, 28046 Madrid.

Complaints or claims submitted will be recorded and numbered in chronological order of reception.

Article 16. Once a complaint or claim has been accepted for processing, the Head of the Service may request from the insured party, the policyholder or the aggrieved third party, as well as from the various departments or services of Cajamar SG, any information, clarifications, reports or evidence deemed relevant for reaching a decision.

Should Cajamar SG resolve the matter with the insured party, policyholder or aggrieved third party to their satisfaction, the Service shall notify the competent authority and provide documentary evidence to support this.

Policyholders, insured parties or aggrieved third parties may withdraw their complaints or claims at any time, resulting in the immediate termination of the proceedings insofar as the matter concerns the affected party.

In cases where Cajamar SG accepts the claim or where the policyholder, insured party or aggrieved third party withdraws their claim, the claim will be closed without further action.

CHAPTER III

CLOSING OF THE CASE AND NOTIFICATION OF THE DECISION AND ITS EFFECTS

Article 17. The case must be concluded by means of a decision within a maximum period of one month from the date on which the complaint or claim was lodged, plus any days during which the case was suspended to allow for the correction of errors in the submission of the complaint or claim, as provided for in Article 15 of these Regulations.

The decision, which must always be reasoned, may recognise financial entitlements in favour of the customer and shall contain clear conclusions regarding the request made in each complaint or claim, addressing all the issues raised, and shall be based on the contractual terms, the applicable rules on transparency and customer protection, as well as good financial practices and customs. Should the decision deviate from the criteria set out in similar previous cases, the reasons justifying this must be provided. It may also contain recommendations or proposals addressed to the parties, aimed at achieving a fair solution for both, as well as at maintaining mutual trust between them.

The decision will be notified to the parties concerned within ten calendar days of the date on which it is issued, in writing or on any other durable medium, via the channel expressly indicated for this purpose in the initial communication or, if no such channel was indicated, via the means used to submit the claim or complaint.

The notification will be provided in the same language in which the customer submitted their complaint or claim.

Any decision rejecting the complaint or claim must state the customer’s right to refer the matter to the Complaints Service of the Directorate-General for Insurance and Pension Funds, either via its website or by writing to its office at: P de la Castellana, 44, 28046 Madrid.

Article 18. Any decision upholding the complaint or claim lodged, in favour of the customer, shall be binding on Cajamar SG. This binding effect shall not preclude the full exercise of judicial remedies, recourse to other dispute resolution mechanisms, or administrative protection.

CHAPTER IV
INCOMPATIBILITY OF SIMULTANEOUS ACTIONS AND INTERRUPTION OF THE LIMITATION PERIOD

Article 19. Any complaints or claims submitted to the Service shall be incompatible with the simultaneous pursuit of any other legal action regarding the same matter.

Where the Service becomes aware that a complaint or claim is being dealt with concurrently with administrative, arbitration or court proceedings on the same matter, or by the Complaints Service of the Directorate-General for Insurance and Pension Funds, it must refrain from processing the former.

Article 20. The lodging of a claim with the Service shall have the effect of interrupting the limitation period for out-of-court claims, as provided for in Article 1973 of the Civil Code.

SECTION III

RELATIONSHIP WITH THE COMPLAINTS DEPARTMENT OF THE GENERAL DIRECTORATE OF INSURANCE AND PENSION FUNDS, THE COMPLAINTS REGISTER AND THE ANNUAL REPORT

CHAPTER I

RELATIONSHIP WITH THE COMPLAINTS DEPARTMENT OF THE GENERAL DIRECTORATE OF INSURANCE AND PENSION FUNDS

Article 21. Through the head of the Service, Cajamar SG will comply with any requests made by the Complaints Service of the Directorate-General for Insurance and Pension Funds in the course of its duties, within the timeframes set by the latter in accordance with the provisions of its Regulations.

CHAPTER II

INTERNAL CLAIMS REGISTRY

Article 22. For the relevant purposes, the Service will maintain an internal record of all complaints received from customers, which will include a copy of the complaint received and the response sent to the complainant.

CHAPTER III

THE ANNUAL REPORT

Article 23. Within the first quarter of each calendar year, the Service shall submit to the Board of Directors of Cajamar SG a report detailing the performance of its duties during the preceding financial year, which must include at least the following information:

a) A statistical summary of the complaints and claims handled, including information on their number, whether they were accepted for processing and the reasons for rejection, the grounds and issues raised in the complaints and claims, and the sums and amounts involved.
b) A summary of the decisions issued, indicating whether they were favourable or unfavourable to the claimant.
c) General criteria set out in the resolutions.
d) Recommendations or suggestions based on their experience, with a view to better achieving the objectives underpinning their work, including any organisational proposals they deem appropriate to better safeguard their functions.

At least one summary of the Report will be included in the annual report of Cajamar SG.

CHAPTER IV

FINAL PROVISIONS

One. The rules governing the Service may be amended by resolution of the Board of Directors of Cajamar SG; however, any provisions relating to the Service laid down in the regulations on transparency and customer protection for financial institutions shall apply immediately, without the need to amend these Rules.

Two. These Regulations shall enter into force upon their approval by the Board of Directors of Cajamar SG and notification to the Complaints Service of the Directorate-General for Insurance and Pension Funds, together with the appointment of the head of the Service.

Three. The Board of Directors of Cajamar SG is authorised to make any amendments to these Regulations as suggested by the Complaints Service of the Directorate-General for Insurance and Pension Funds, and by the Directorate-General for Insurance and Pension Funds

Four. For the purposes of Article 14 of these Regulations, the address of the Service shall be as follows:

CUSTOMER SERVICE DEPARTMENT
CAJAMAR SEGUROS GENERALES, S.A. de Seguros y Reaseguros.
Operational address: Plaza Manuel Gómez-Moreno 5 – Planta 8ª, 28020, Madrid, Spain
E-mail: cajamarsegurosgenerales@cajamarsegurosgenerales.es