

## **RULES FOR THE PROTECTION OF LÍNEA DIRECTA ASEGURADORA S.A. CUSTOMERS**

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Una compañía  
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**linea directa**

## **RULES FOR THE PROTECTION OF LÍNEA DIRECTA ASEGURADORA S.A. CUSTOMERS.**

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

#### **• Governing legislation**

These Rules are governed by Law 44/2002 of 22 November, on Measures to Reform the Financial System, by Law 26/2006 of 17 July on private insurance and reinsurance mediation and by Order ECO/734/2004 of 11 March on customer departments and services at financial institutions.

#### **• Scope**

The Rules for Customer Protection have been approved by the Board of Directors of the Company, with the aim of regulating the internal functioning of the claims and complaints and the activity and procedures of the Customer and Ombudsman Service, as well as relationships between them.

#### **• Prior definitions**

##### **Insurance Company (hereinafter the Company):**

Legal person under an Insurance contract who has obligations to policyholders, insured, beneficiaries and rightful claimants of these, by the charging of a premium and, should the event whose risk is covered occur, to indemnify, within agreed limits, the damage to the insured, or to meet the capital, income or other agreed payments.

##### **Customer Services Department:**

Customer Services acts autonomously and independently, is separate from the commercial or operational services of the organization, and has the appropriate means according to the powers conferred on it.

The functions of Customer Services are as follows:

- Special handling of claims and complaints made by customers;
- The transmission of information necessary to the Customer Ombudsman for handling any claims and complaints that apply;
- The preparation of an annual report to be submitted to the Board of Directors of the Company in the first quarter of the following year; and which will include a summary in the annual report of the Organisation.

##### **Customer Services Details:**

HEAD: Mr Francisco Valencia Alonso  
C/ Isaac Newton núm. 7  
28760 Tres Cantos (MADRID)  
Telephone: 902 367 167  
Fax: 902 123 237  
E-mail: gestion\_clientes@lineadirecta.es

##### **Customer Ombudsman (hereinafter Ombudsman):**

Individual or legal person that acts independently of the Company - as they are unrelated to their organization - and with full freedom regarding criteria and guidelines applicable to the exercise of their functions.

The functions of the Ombudsman are:

- To deal with and resolve claims and complaints submitted to their judgement under the framework of this Rules.
- To promote compliance with the rules of transparency and customer protection and financial best practices.
- The preparation of an Annual Report to be submitted to the Board of Directors of the Company in the first quarter of the following year; and which will include a summary in the annual report of the Organisation.

Ombudsman's decisions that are favourable to the claimant will be binding on the Company. This binding nature will not be an obstacle to the fulfilment of access to justice, the use of other dispute resolution mechanisms, or administrative protection.

##### **Customer Ombudsman Details**

PO Box No. 203  
28760 Tres Cantos (Madrid)  
Telephone: 902 123 235  
Fax: 902 123 236  
E-mail: defensor@lineadirecta.es

##### **Claimant:**

Individual or legal person that meets the condition of user of the financial services provided by the Company and its mediators, which have the status of policyholder, insured, beneficiary, injured third party within the scope of liability insurance, or rightful claimants of all these.

**Complaints:**

Complaints are understood as expressions by interested parties relating to the operation of financial services, such as tardiness, inattention, etc., in connection with legally recognized interests and rights, whether arising from contracts, the rules of transparency and protection of customers, the breach of financial best practices and, in particular, the principle of equity.

**Claims:**

Claims are those that reveal the intention of obtaining the return of an interest or right in connection with legally recognized interests and rights, whether arising from contracts, the rules of transparency and protection of customers, the breach of financial best practices and, in particular, the principle of equity.

**Rules on transparency and customer protection:**

Which aim to protect the legitimate interests of customers because they regulate specific obligations applicable to the contractual relationship, require the communication of the basic conditions of operations, and determine specific aspects of advertising, rules of conduct and information.

**Financial best practices:**

Those which without being legally or contractually established, are reasonably required for responsible, diligent and respectful handling of financial business with customers.

**TITLE II. ORGANIZATIONAL STRUCTURE****• Claims**

The Company handles and resolves complaints and claims submitted, directly or by proxy, by all individual or legal persons, Spanish or foreign, who meet the condition of user of the financial services provided by the Organization and its mediators, provided that such complaints and claims refer to their legally recognized interests and rights, whether arising from contracts, the rules of transparency and protection of customers, the breach of financial best practices and, in particular, the principle of equity.

To this end, they have access to Customer Services and in a second optional instance, the Customer Ombudsman.

The interested party does in any case have the power to go to the Claims Service of the Directorate General of Insurance and Pension Funds, in case of any disagreement with the decisions in the completion of the procedures for

handling claims and complaints, or in the event that the instances mentioned in the preceding paragraph are not resolved within two months following the submission of the claim.

**• Head of Customer Services: designation, duration, and termination.**

The head of Customer Services is appointed by the Company, through its Board of Directors, and will therefore take into account the legal requirements in Order ECO/734/2004.

Anyone simultaneously performing functions in commercial or operational departments of the Company may not be elected head of Customer Services.

The mandate of the head of Customer Services will run annually and be automatically renewed for equal periods. They will however cease in the exercise of their functions for the following reasons:

- Termination in their employment relationship at the Company,
- Job change,
- Pre-retirement or retirement from the Company.

**• Customer Ombudsman: designation, duration, and termination.**

The Ombudsman is appointed by the Board of Directors of the Company based on the requirements of applicable law, and their mandate is valid for one year, coinciding with the natural period.

As is established between the Company and the Ombudsman, the signed contract is extended for equal periods of time and may be terminated at any time by mutual agreement with the period of notice given to the effect.

**• Causes of incompatibility of the Head of the Customer and Ombudsman Service.**

Without prejudice to the provisions of the preceding articles, any non-fulfilment of the requirements legally demanded are grounds for incompatibility and the termination of the Customer and Ombudsman Service, these including business and professional honour and suitable knowledge and experience to perform their duties in accordance with the definition thereof set forth in Order ECO/734/2004 of 11 March.

## **TITLE III. HANDLING AND RESOLUTION OF CLAIMS AND COMPLAINT**

### **1. Form of submission.**

All complaints and claims can be submitted in person or by proxy to Customer Services and, if necessary, to the Ombudsman, on paper or by computer, electronic or telematic means, provided they facilitate reading, printing and preservation of documents. The complaint or claim will only be submitted once by the interested party, without requiring its reiteration to various bodies at the Company.

The use of computer, electronic or telematic means will be in accordance with the requirements set out in Law 59/2003 of 19 December on electronic signatures. Where a complaint or claim is submitted in this way and the electronic signature requirements are not observed, the interested party will be informed that communications will be by post.

### **2. Deadline.**

The submission of complaints and claims shall be made to Customer Services within 2 years from the date the fact or facts in the complaint or claim occurred or were known. Notwithstanding the foregoing, Customer Services may accept complaints and claims submitted after that period has elapsed, provided that the period for the expiry of actions or rights has not elapsed, in accordance with the provisions of contracts or applicable standards, for those submitting them.

Upon receipt of the complaint or claim by Customer Services, and by the Ombudsman, if applicable, proceedings will commence and receipt will be acknowledged in writing, which shall record the date of submission for purposes of calculating the resolution period.

### **3. Content.**

The complaint or claim must contain: identifying data of the claimant, which will specify the first name, last name/s, and address of the interested party and, where appropriate, that of the person representing them, being duly qualified; national ID number; Residence Card, Passport for individuals, and public registration data for legal persons.

- Reason for the complaint or claim, specifying the matters on which a decision is requested.
- Details of the Company in the claim.
- Stating that the claimant is not aware that the matter is being handled in an administrative, arbitration or court proceeding.
- Place, date and signature.

The claimant must provide, together with the above document, the documentary evidence in their possession on which their complaint or claim is based.

### **4. Resolution period.**

The period to resolve a complaint or claim by Customer Services will be one month, counting from the submission of the complaint or claim. If they are unable to resolve it within this period, they must notify the claimant with the reason for the delay and indicate, additionally, when it will be possible to resolve their claim.

The complainant may appeal to the Ombudsman at second instance against the decision of Customer Services. In this case, before resolving, the Ombudsman will ask the Company to submit arguments within 5 working days. The claims to the Ombudsman of the Insured must be resolved within the period of 2 months, counting from when the complaint was made to Customer Services.

### **5. Rectification of errors.**

If the complainant's identity is not sufficiently certified or the facts of the complaint or claim may not be clearly established, the signatory will be required, within 10 calendar days, to complete the documentation submitted with the warning that, if this is not done, the claim will be closed without any further formalities.

The time taken by the claimant to rectify the errors referred to above will not be included in calculating the period of two months to resolve under this article.

### **6. Admissibility.**

There shall be no admission of complaints and claims, either by Customer Services or the Ombudsman, in the following cases:

- When essential non-rectifiable details for admission are omitted, including cases in which the reason is not specified.
- When attempts are made to process different appeals or actions as a claim or complaint whose knowledge is the competence of administrative, arbitration or judicial bodies, or the above is pending resolution or litigation, or the matter has been resolved in those instances.
- When the processing of a claim or complaint occurs at the same time as an administrative, arbitration or court procedure on the same matter.
- When the facts, reasons and request for clarification of the issues in the claim or complaint do not relate to specific operations.
- When other previously resolved cases are submitted by the same customer in relation to the same facts.

When the complaint or claim is not understood to be admissible for these causes, it will be made apparent to the interested party by a reasoned decision, giving them a period of 10 calendar days to submit claims. When the interested party has answered and the reasons for inadmissibility remain, they will be notified of the final decision adopted.

### **7. Complaints and claims excluded from procedures by the Ombudsman.**

The Customer and Ombudsman Service have been assigned to hear the same types of complaints and claims. However, the Ombudsman does not have jurisdiction to resolve the following complaints and claims:

- Those that deal with the insurance of large risks, as defined in current legislation. This exclusion also applies to Customer Services.
- Those made by injured third parties, these being understood as within the scope of civil liability.
- Those in which the amount claimed exceeds €60,100.

When the complaint or claim is understood to be excluded, the Ombudsman will indicate the competent authority to the interested party to hear their claim or complaint by reasoned decision and, within 5 calendar days, the proceedings will be referred to Customer Services for the purpose of handling the complaint or claim.

### **8. Duty to cooperate.**

All departments and services at the Company have a duty to provide the Customer and Ombudsman Service with all information requested by them in the exercise of their functions and in accordance with the principles of speed, security, efficiency and coordination.

### **9. Completion and notification.**

The Customer and Ombudsman Service will resolve the complaint or claim through a report with the following characteristics:

- Reasoned and with clear conclusions about the request made.
- Based on the contract terms, the applicable rules of transparency and customer protection, and financial best practices.
- Consistent with previous criteria and justified when they are not observed.

The Ombudsman shall in any case decide in accordance with law and, provided their decision is favourable to the claimant, it shall be binding on the Company.

The interested party must be notified of the decision within 10 calendar days from the date - in the manner that they

have expressly stated and, in the absence of such an indication, through the same means by which they submitted the complaint or claim, in writing or by computer, electronic or telematic means, provided they facilitate reading, printing and preservation of documents and meet the requirements of Law 59/2003 of 19 December on electronic signatures.

### **10. Acceptance and Withdrawal.**

If at any time of the procedure the Company accepts the claim of the complainant, the interested party shall be informed of the closure of the complaint or claim.

The interested party may withdraw their complaint or claim, which involves closing the case, without prejudice to the fact that, if applicable, the Ombudsman agrees to its continuation, only with respect to the Company, in the scope of their function of compliance with rules of transparency and customer protection and financial best practices.

### **11. Annual Report.**

Within the first quarter of each year, Customer Services will submit a report to the Board explaining the evolution of their function during the previous year; an extract of the report having to be left in the Annual Report of the Company.