



# **Customer Ombudsman Regulation**

## Responsibility Identification

**Preparation:** Centro de Gestão de Reclamações (CGR)

**Review:** Direção Geral de Assuntos Corporativos (DGAC)

**Final Approval:** Comissão Executiva (CE) (Executive Committee)

## Approval

**Executive Committee Meeting:** 13/09/2022

## Version History

Version	Date	Summary of changes
1.0	2016	
2.0	09/13/2022	Revision to include Regulatory Rule no.7/2022-R, of June 7

**NONCOMMITTAL TRANSLATION.** THIS IS A FREE TRANSLATION INTO THE ENGLISH LANGUAGE FROM THE ORIGINAL PORTUGUESE VERSION AND IS INTENDED ONLY FOR SUPPORTING PURPOSES. THE ONLY BINDING WORDING IS THE ONE IN THE PORTUGUESE LANGUAGE.

## **REGULATION OF THE CUSTOMER OMBUDSMAN**

### **Article 1**

#### **Assignments**

1. The Customer Ombudsman is an individual of recognized prestige, qualification, suitability and independence, whose mission is to analyse complaints submitted to him by policyholders, insured persons, beneficiaries or third parties injured by acts or omissions of the insurance company.
2. The Ombudsman has advisory powers and can make recommendations to insurance companies as a result of the analysis of complaints and does not have the power to revoke or influence, or in any way amend the decisions of the insurance company.
3. The presentation of complaints by policyholders, insured persons, beneficiaries or third parties injured to the Customer Ombudsman does not entail any costs or charges of the claimant towards the Insurer, nor any charges that are not effectively indispensable for the fulfillment of that function.

### **Article 2**

#### **Scope**

1. The role of the Customer Ombudsman is extended to all classes of insurance and is responsible for examining complaints submitted to the insurance company by policyholders, insured parties, or beneficiaries, as well as by third parties injured, provided that such complaints meet the conditions of eligibility set out in Article 4 and the requirements set out in Article 5.
2. The Customer's Ombudsman intervention cannot be raised in matters for which legal or arbitration proceedings or extrajudicial dispute resolution mechanisms have been established.
3. This Regulation applies to the insurance companies of the Fidelidade Group, namely:
  - Fidelidade - Companhia de Seguros, S.A.,
  - Via Directa – Companhia de Seguros, S.A.,
  - Multicare – Seguros de Saúde, S.A.,
  - Fidelidade Assistência – Companhia de Seguros, S.A.

### **Article 3**

#### **Functions**

1. The Customer Ombudsman has advisory powers and can make recommendations to the insurance company as a result of the analysis of complaints.
2. The Customer's Ombudsman is responsible for:
  - a) Receiving and verifying compliance with the eligibility conditions and requirements of the claims received, particularly what is established in articles 4 and 5;
  - b) Opening and managing the complaint process and ensuring dialogue with the claimant and the insurance company;
  - c) Analysing the complaints submitted;

- d) Requesting from the insurance company the information it deems necessary, as well as the exhibition of documents it deems convenient;
- e) Undertaking the appropriate investigations, and adopting all reasonable procedures regarding the collection and production of evidence;
- f) Preparing the response with clear and understandable language, tailored to the specific profile of the complainant;
- g) Making necessary communications within the terms of the law;
- h) Formulating, when deemed appropriate, recommendations, taking into account the content of the respective complaints;
- i) Preparing the annual reports required by law and regulations.

#### Article 4

##### **Eligible Complaints**

1. Complaints against the insurance company submitted by policyholders, insured parties, beneficiaries or injured third parties are considered eligible for submission to the Customer's Ombudsman if:
  - a) No reply is received from the insurance company within a maximum of 20 working days from the date of receipt, this maximum period being extended to 30 working days in cases of particular complexity, or;
  - b) Having been given an answer, the complainant disagrees with the response;
2. Whenever the Ombudsman is aware that the subject matter of the complaint is pending resolution of a dispute by arbitral or legal bodies, he may refrain from continuing the respective appreciation, informing the complainant of that fact.
3. The communications related to the contractual negotiation process, the interpellations for the fulfillment of legal or contractual duties, the communications inherent to the claims settlement process and eventual requests for information or clarification do not integrate the concept of complaint.

#### Article 5

##### **Complaints requirements**

1. Complaints to be considered by the Customer Ombudsman must be submitted in writing and sent by post or e-mail, depending on the insurance company, to:

##### **Complaints addressed to the Ombudsman of Fidelidade – Companhia de Seguros, S.A.**

Customer Ombudsman

Address: Largo do Calhariz, n.º 30, 1249-001 Lisboa

E-mail address: [provedor.cliente@fidelidade.pt](mailto:provedor.cliente@fidelidade.pt)

##### **Complaints addressed to the Ombudsman of Via Directa – Companhia de Seguros, S.A.**

Customer Ombudsman

Address: Largo do Calhariz, n.º 30, 1249-001 Lisboa

E-mail address: [provedor.cliente@viadirecta.pt](mailto:provedor.cliente@viadirecta.pt)

**Complaints addressed to the Ombudsman of Multicare – Seguros de Saúde, S.A.**

Customer Ombudsman

Address: Largo do Calhariz, n.º 30, 1249-001 Lisboa

E-mail address: [provedor.cliente@multicare.pt](mailto:provedor.cliente@multicare.pt)

**Complaints addressed to the Ombudsman of Fidelidade Assistência – Companhia de Seguros, S.A**

Customer Ombudsman

Address: Largo do Calhariz, n.º 30, 1249-001 Lisboa

E-mail address: [provedor.cliente@fidelidade-assistance.pt](mailto:provedor.cliente@fidelidade-assistance.pt)

2. The complaints must be presented in writing in a durable medium, preferably digital, and contain the following elements:
  - a) Full name of the complainant, and if applicable, of the person representing him;
  - b) Reference to the claimant's quality, namely policyholder, insured person, beneficiary, third person injured or entity that represents it;
  - c) Contact details of the complainant and, if applicable, the person representing him;
  - d) Complainant Identification Document number;
  - e) Identification of the insurance company claimed;
  - f) Description of the facts that motivated the complaint, with identification of the intervenient and the date in which the facts occurred;
  - g) Date and place of complaint.
3. Complaints addressed to the Customer Ombudsman shall be forwarded by the latter to the corresponding insurance company for the purposes of paragraphs 4 and 5 of this article.
4. It is the insurance company's responsibility, once the complaint is received, to screen it, verifying if it has already been assessed by the internal complaint management service.
5. If the complaint has not yet been subject to the analysis foreseen in the previous number, it shall be forwarded to the corresponding service. In case it already has been analysed, the insurance company forwards the complaint to the Customer Ombudsman accompanied, if applicable, by the position taken by the insurance company along with the respective explanation.

Article 6

**Refusal to admit a complaint and archiving of the complaint**

1. The Client's Ombudsman shall refuse the complaint whenever:
  - a) Essential data is omitted that make managing the claim unviable and has not been provided despite the claimant having been invited to correct them;
  - b) It intends to present a complaint regarding a matter that is within the competence of arbitration or legal bodies or when the matter object of the complaint has already been resolved by such bodies;

- c) It reiterates complaints that have been presented by the same complainant related to the same subject and that have already been answered by the Client's Ombudsman;
  - d) The complaint was not made in good faith or its content is qualified as vexatious.
2. Whenever the complaint does not include the necessary elements for the purposes of the corresponding assessment, namely those foreseen in number 2 of the preceding article 5, the Ombudsman will inform the complainant of that fact, inviting him to correct the omission.
  3. From the claims preliminarily rejected by the Client's Ombudsman or that are forwarded by the claims management service of the insurance company, the claimants shall be informed.
  4. Without prejudice to the information and communications provided for in article 9, a claim may only be archived when:
    - a) It is not within the competence of the Client's Ombudsman, namely because it is external to the insurance activity;
    - b) After the preliminary assessment phase, the Client's Ombudsman concludes that there are not enough elements to adopt any procedure;
    - c) The eligibility conditions or requirements referred to in articles 4 and 5 above are not met.

#### Article 7

#### **Impediments**

The Client's Ombudsman cannot examine complaints in relation to which it is in any situation of conflict of interest likely to affect its impartiality of analysis or decision, namely:

- a) Has directly or indirectly an interest that would allow him to be a claimant;
- b) Is a claimant by himself or as a representative of another person;
- c) The claimant is his spouse or any of his relatives, in a direct line or in the second degree of the collateral line, or when any of those persons has an interest in the claim that allows him to be included as a claimant;
- d) In case of direct or indirect ownership, by himself, his spouse, unmarried partner or relative in a direct line or second degree of collateral line, of at least 1% of the share capital or voting rights in an insurance company or entity with which it is in a close or controlling relationship or in an insurance intermediary;
- e) Performance by him, his spouse, unmarried partner, or relative in a direct line or in the second degree of the collateral line, of functions as a member of the administration or management team of an insurance company or entity with which it is in a close or controlling relationship or in an insurance intermediary;
- f) Rendering of services other than the exercise of functions as Client's Ombudsman or the existence of an employment contract or equivalent with an insurance company or insurance intermediary;

- g) Pursuit of professional activity in a professional corporation, when this professional corporation, its partners, associates, or employees, provide services to the insurance company or to an entity that is in a close or controlling relationship with it.
- h) Had intervention in the situation object of the complaint in any other capacity.

#### Article 8

##### **Process**

1. The Client's Ombudsman shall have in mind, when assessing the complaints received, the principle of celerity, seeking to find fair or equitable consensual solutions.
2. The Client's Ombudsman is not bound to any formalities regarding the organization of proceedings or the production of evidence and may adopt any procedures adjusted to the circumstances that it considers appropriate for procedural instruction if they do not conflict with the rights or legitimate interests of the parties involved.
3. The complaint shall only be considered received, for the purposes of deadlines, after it has been correctly instructed.
4. The examination of complaints by the Customer Ombudsman does not prejudice the right to appeal to the courts or mechanisms for extrajudicial settlement of disputes, including those relating to cross-border disputes, nor does it suspend deadlines that are in progress.
5. The assessment made by the Customer Ombudsman in specific cases should not be invoked in court unless prior agreement of the parties.

#### Article 9

##### **Maximum time limits for information and communications**

1. The Customer Ombudsman shall inform the insurance company of any complaint that meets the requirements set out in Article 5 and that has been directly addressed to him, within a maximum of 5 working days.
2. The insurance company that receives directly, or through the Customer Ombudsman, a claim that should be assessed by the latter shall, depending on the case, and within a maximum period of 5 working days, forward it to the Customer Ombudsman or reply to him, attaching to this communication its position and the respective explanations for the claim in question.
3. The Customer Ombudsman shall examine complaints submitted by policyholders, insured parties, beneficiaries or injured third parties, within a maximum period of 30 working days from the date they are received.
4. The Ombudsman communicates, in writing, to the complainant, in a durable medium accessible to the latter, preferably digital, within the maximum period referred to in the previous number, the results of the assessment of the complaint and respective explanations, including specification of the applicable legal and contractual provisions, and transmitting, if applicable, the recommendations it decides to make.

5. The Customer Ombudsman shall also, within the period mentioned in paragraph 3 of this Article, inform the insurance companies of the results of the assessment and explanations for the complaint, including, if applicable, any recommendations he may decide to make.
6. When recommendations are issued, the deadlines to be observed are those provided for in article 10.

#### Article 10

##### **Recommendations**

1. The Client's Ombudsman is responsible for making recommendations to insurance companies that may be deemed necessary.
2. Recommendations shall be addressed to the Executive Committee of the insurance company and shall not be binding.
3. The insurance company shall inform the Customer Ombudsman if the recommendations he made were accepted, including the respective explanations, within a maximum of 20 working days from the date of receipt.
4. The Ombudsman informs the claimant in question, in a durable medium accessible to the latter, preferably digital, of the non-acceptance by the insurance company of the recommendation made, as well as of the justification presented by the latter.
5. The recommendations of the Customer Ombudsman will be disclosed on the website of the insurance company.
6. The recommendations disclosed under the terms of the previous numbers are kept in the format used for the respective disclosure for a minimum period of 3 years.

#### Article 11

##### **Relationship with the insurance company**

1. The insurance company shall appoint a privileged interlocutor who will be responsible for establishing all contacts between the insurance company and the Customer Ombudsman, without prejudice to the provisions of article 10.
2. The privileged interlocutor shall provide the Customer Ombudsman with the information and documentation necessary for the performance of his functions and ensure the conditions necessary for the effective fulfillment of his duties.
3. The communications between the Client's Ombudsman and the insurance company are preferably made by electronic means.

#### Article 12

##### **Annual Report**

1. By the end of January each year, the Customer Ombudsman shall send to the Insurance and Pension Funds Supervisory Authority and to the insurance company the information to be disclosed for each recommendation made during the previous year, which must contain, in a clear and succinct manner, the following elements:
  - a) Designation of the insurance company;
  - b) Object of the recommendation;
  - c) Recommendation;



- d) A statement indicating if the recommendation has been accepted or not by the insurance company.
2. If the Client's Ombudsman has not issued any recommendations during the year, it shall provide this information to the Insurance and Pension Funds Supervisory Authority by the date indicated in the previous number.

#### Article 13

##### **Duration of the Client's Ombudsman mandate and reasons for termination**

1. The mandate of the Customer Ombudsman has an initial duration of one year, being susceptible to automatic renewal for equal and successive periods of one year, unless terminated by either party, upon notice addressed to the other party by registered letter with acknowledgment of receipt, at least ninety (90) days prior to the intended termination date.
2. The designated Client's Ombudsman will prematurely cease functions in the cases foreseen by law and, namely, in the following situations:
  - a) By agreement with the insurance company;
  - b) Failure to meet the legal and/or regulatory conditions for the exercise of the position, supervening permanent incapacity to exercise the same or failure to comply with the duties;
  - c) The performance of functions that, for any reason, may compromise the independence to which he is obliged as Client's Ombudsman or generate a situation of conflict of interest;
  - d) When determined by the Insurance and Pension Funds Supervisory Authority, under the legal terms in force.

#### Article 14

##### **Review and update of the Client's Ombudsman Regulation**

The Client's Ombudsman Regulations will be revised and updated whenever there is a significant change, namely legislative or regulatory, that justifies it.