



Tokio Marine HCC

*Customer
Regulations*

Ombudsman

Operating

Version: 1.0

Date: 16 March 2026

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1. Document Control

1.1 Revision History

Version	Description / Reason for Change	Name	Date
1.0	New document	Sandy Mavrommati	March 2026

1.2 Review List

Version	Name	Date
1.0	Sandy Mavrommati, Head Legal & Compliance TME	12 March 2026

1.3 Approval

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TME Board of Directors	16 March 2026	1.0

Introduction

Pursuant to and for the purposes of Article 14 of Regulatory Standard No. 7/2022-R, of June 7, of the ASF, the Operating Regulations Applicable to the Assessment of Complaints by the Customer Ombudsman (hereinafter the "Regulations") of the insurance company Tokio Marine HCC (hereinafter the "Insurer") are hereby approved.

Article 1 (Powers)

1. The Customer Ombudsman is a natural person of recognized prestige, qualification, integrity, and independence, whose function is to assess complaints submitted to him by policyholders, insured parties, beneficiaries, or third parties harmed by acts or omissions of the Insurer.
2. The Customer Ombudsman has advisory powers and may make recommendations to the Insurer following the assessment of such complaints, but does not have the power to revoke, reform, convert, or in any way alter the decisions of the Insurer that are the subject of the complaint.
3. The submission of complaints by policyholders, insured parties, beneficiaries, or injured third parties to the Customer Ombudsman does not entail any costs or charges for the complainant, nor any burdens that are not strictly necessary for the performance of that function.
4. For the purposes of these Regulations, a "complaint" is defined as the expression of disagreement with the position taken by the Insurer, or dissatisfaction with the services provided by the Insurer, as well as any allegation of possible non-compliance submitted by customers.
5. For the purposes of this Regulation, a "recommendation" is guidance issued by the Customer Ombudsman resulting from an analysis of the Insurance Company's procedures and decisions and which, consequently, provides for some corrective measure or aims to adjust one or more of the procedures implemented by the Insurance Company.

Article 2 (Scope of functions)

1. The Customer Ombudsman's activities cover all branches of insurance, and he is responsible for assessing complaints submitted to the Insurance Company by policyholders, insured persons, beneficiaries, or injured third parties, provided that such complaints comply with the eligibility conditions defined in Article 4 of this Regulation and the requirements referred to in Article 5 of this Regulation.

2. The Customer Ombudsman may not intervene in matters for which legal or arbitration proceedings have been instituted or an out-of-court dispute resolution mechanism has been activated.

Article 3 (Functions)

1. The Customer Ombudsman has advisory powers and may make recommendations to the Insurer as a result of the assessment of complaints addressed to it.

2. The Customer Ombudsman is responsible for:

- a) Receiving and verifying compliance with the eligibility conditions and requirements of the complaints received, in particular in view of the provisions of Articles 4 and 5 of these Regulations;
- b) Investigating the complaint process and ensuring communication with the complainant and the Insurer;
- c) Analyze the complaints submitted;
- d) Requesting from the Insurer any information it deems necessary, as well as the presentation of any documents it deems appropriate;
- e) Conduct any investigations it deems appropriate and adopt all reasonable procedures for the collection and production of evidence;
- f) Prepare a response using clear and understandable language, tailored to the specific profile of the complainant;
- g) Make the communications required by law;
- h) Make recommendations, when deemed appropriate, taking into account the content of the respective complaints;
- i) Prepare the annual reports required by law and regulations.

Article 4 (Eligible complaints)

1. Complaints against the Insurer submitted by the respective policyholders, insured parties, beneficiaries, or injured third parties are considered eligible for submission to the Customer Ombudsman, provided that:

- a) The Insurer has not responded within a maximum period of 20 working days from the date of receipt, with the maximum period being extended to 30 working days in particularly complex cases, or;
- b) Having received a response, the complainant disagrees with its meaning;

2. Whenever the Customer Ombudsman becomes aware that the matter that is the subject of the complaint is pending resolution by arbitration or judicial bodies, he may refrain from continuing with the respective assessment, informing the complainant of this fact.

3. Statements that are part of the contract negotiation process, requests for compliance with legal or contractual obligations, communications related to the claims settlement process, and any requests for information or clarification are not considered complaints.

Article 5 (Requirements for complaints)

1. Complaints to be assessed by the Customer Ombudsman must be submitted in writing and sent by post or email to:

Customer Ombudsman: Ms. Ana Patrícia Cardoso Address:

Porto, Portugal

Email address: anapatricia@socadvogados.com

2. Complaints must be submitted in writing on a durable medium, preferably digital, and must contain the following information:

- a) Full name of the complainant and, if applicable, the person representing them;
- b) The complainant's status, namely as policyholder, insured party,
 - a) beneficiary, injured third party, or person representing them;
 - b) Contact details of the complainant and, if applicable, the person representing them;
 - c) The claimant's identification number;
 - d) Identification of the insurer against whom the complaint is made;

- e) Description of the facts that gave rise to the complaint, identifying the parties involved and the date on which the facts occurred;
 - f) Date and place of the complaint.
- 3.** Complaints addressed to the Customer Ombudsman must be forwarded by the latter to the Insurance Company, for the purposes of paragraphs 4 and 5 of this article.
- 4.** Once the complaint has been received, it is the responsibility of the Insurance Company to screen it, checking whether it has already been assessed by the internal complaints management service.
- 5.** If the complaint has not yet been assessed as provided for in the previous paragraph, it shall be forwarded to the respective department. If it has already been assessed, the Insurance Company shall forward the complaint to the Customer Ombudsman, accompanied, where applicable, by the position taken by the Insurance Company on the complaint and the respective grounds.

Article 6 (Refusal to accept a complaint and filing of the complaint)

- 1.** The Customer Ombudsman shall refuse the complaint whenever:
- a) Essential information is omitted, rendering the complaint unmanageable, and this information has not been corrected despite the complainant being asked to provide it;
 - b) A complaint is intended to be filed in relation to a matter that falls within the jurisdiction of arbitration or judicial bodies, or when the matter that is the subject of the complaint has already been resolved by those bodies;
 - c) Complaints are repeated by the same complainant in relation to the same matter and have already been responded to by the Customer Ombudsman;
 - d) The complaint has not been submitted in good faith or its content is deemed **vexatious**.
- 2.** Whenever the complaint submitted does not include the necessary elements for the purposes of its assessment, namely those provided for in paragraph 2 of the preceding Article 5, the Customer Ombudsman shall inform the complainant of this fact, inviting them to remedy the omission.
- 3.** Complaints that are rejected outright by the Customer Ombudsman or that are forwarded by the Insurance Company's complaints management service shall be brought to the attention of the complainants.



4. Without prejudice to the information and communications provided for in Article 9, a complaint may only be dismissed when:

- a) It does not fall within the competence of the Customer Ombudsman, namely because it is unrelated to insurance activity;
- b) After the preliminary assessment phase, the Customer Ombudsman concludes that there is insufficient evidence to take any action;
- c) The eligibility conditions or requirements referred to in Articles 4 and 5 above are not met.

Article 7 (Impediments)

In addition to the cases provided for in the law and regulations, the Customer Ombudsman may not assess complaints in relation to which it finds itself in any situation of conflict of interest that could affect its impartiality in its analysis or decision, namely:

- a) If they have a direct or indirect interest that would allow them to be a complainant;
- b) Is a complainant on his or her own behalf or as a representative of another person;
- c) If his spouse or any of his relatives or relatives by marriage, in a direct line or in the second degree of the collateral line, is a complainant, or when any of these persons has an interest in the complaint that allows them to appear as a complainant;
- d) Has been involved in the situation that is the subject of the complaint in any other capacity.

Article 8 (Process)

1. When assessing complaints received, the Customer Ombudsman shall bear in mind the principle of speed, seeking to find fair or equitable consensual solutions.

2. The Customer Ombudsman is not bound by any formalities regarding the organization of proceedings or the production of evidence, and may adopt any procedures appropriate to the circumstances that he or she deems appropriate for the proceedings, provided that they do not conflict with the legitimate rights or interests of the parties involved.



3. The complaint shall only be considered received, for the purposes of calculating time limits, after it has been properly investigated.
4. The assessment of complaints by the Customer Ombudsman does not prejudice the right to appeal to the courts or to extrajudicial dispute resolution mechanisms, including those relating to cross-border disputes, nor does it suspend any deadlines that are in progress.
5. The assessment made by the Customer Ombudsman in specific cases may not be invoked in court, unless previously agreed by the parties.

Article 9 (Maximum deadlines for information and communications)

1. The Customer Ombudsman shall notify the Insurer of any complaint that meets the requirements set out in Article 5 of these regulations and that has been addressed directly to it, within a maximum period of 5 working days.
2. When the Insurance Company receives, directly or through the Customer Ombudsman, a complaint that must be assessed by the latter, it shall, depending on the case, and within a maximum period of 5 working days, forward it to the Customer Ombudsman or respond to the latter, accompanying this communication with its position and the respective grounds for the complaint in question.
3. The Customer Ombudsman shall assess complaints submitted to it by policyholders, insured persons, beneficiaries, or injured third parties within a maximum period of 30 business days from the date of receipt, with the maximum period being extended to 45 business days in particularly complex cases.
4. The Customer Ombudsman shall communicate in writing to the complainant, on a durable medium accessible to the latter, preferably digital, within the maximum period referred to in the previous paragraph, the results of the assessment of the complaint and the respective grounds, including the specification of the applicable legal and contractual provisions, and transmitting, where appropriate, the recommendations it decides to make. The response to the complainant shall be in clear and understandable language, appropriate to the specific profile of the complainant.
5. The Customer Ombudsman shall also communicate to the Insurance Company, within the period referred to in paragraph 3 of this article, the results of the assessment and grounds for the complaint, including, where applicable, any recommendations it decides to make.



6. When recommendations are issued, the deadlines to be observed are those set out in the following article.

Article 10 (Recommendations)

1. It is the responsibility of the Customer Ombudsman to make any recommendations to the Insurance Company that may be deemed necessary.
2. Recommendations shall be addressed to the Insurance Company's Management or Chief Executive Officer and shall not be binding.
3. The Insurance Company shall inform the Customer Ombudsman whether or not it has accepted the recommendations made by the latter, including the respective grounds, within a maximum period of 20 working days from the date of receipt.
4. The Customer Ombudsman shall inform the complainant concerned, in a durable medium accessible to the latter, preferably digital, of the insurer's rejection of the recommendation made, as well as the reasons given by the insurer.
5. The recommendations of the Customer Ombudsman shall be published on the Insurer's website.
6. The recommendations published in accordance with the preceding paragraphs shall be kept in the medium used for their publication for a minimum period of 3 years.

Article 11 (Relationship with the Insurance Company)

1. The Insurance Company shall appoint a privileged interlocutor who shall be responsible for establishing all contacts between the Insurance Company and the Customer Ombudsman, without prejudice to the provisions of Article 10.
2. The designated contact person shall provide the Customer Ombudsman with the information and documentation necessary for the performance of their duties and shall ensure the conditions necessary for the effective fulfillment of their duties.
3. Communications between the Customer Ombudsman and the Insurance Company shall preferably be made by electronic means.

Article 12 (Annual report)

1. By the end of January each year, the Customer Ombudsman shall send the Insurance and Pension Funds Supervisory Authority and the Insurance Company the information to be disclosed in relation to each recommendation made during the previous year, which shall contain, in a clear and concise manner, the following elements:

- a) Name of the insurer;



- b) Subject of the recommendation;
 - c) Recommendation
 - d) Mention of whether or not the recommendation was accepted by the insurer.
2. If the Customer 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 paragraph.

Article 13 (Term of office of the Customer Ombudsman and grounds for termination)

1. The Customer Ombudsman's term of office shall initially be for one year and shall be automatically renewable for successive periods of one year, unless terminated by either Party by giving the other Party at least 60 (sixty) days' written notice prior to the intended date of termination.
2. The designated Customer Ombudsman shall cease their duties early in the cases provided for by law and, in particular, in the following situations:



- a) By agreement with the Insurer;
- b) Failure to meet the legal and/or regulatory conditions for the exercise of the position, supervening permanent incapacity to exercise the position, or failure to comply with the duties to which he or she is bound;
- c) Exercise of functions which, for any reason, may jeopardize the independence required of the Customer Ombudsman or give rise to a conflict of interest;
- d) When determined by the Insurance and Pension Funds Supervisory Authority, in accordance with the law.

Article 14 (Review and update of the Customer Ombudsman Regulations)

These Regulations shall be revised and updated whenever there is a significant change, particularly in legislation or regulations, that justifies it.