

# COMPLAINTS PROCEDURE

## I. Basic provisions

### 1. Introductory provisions

1.1 RENOMIA, a. s., ID No.: 48391301 (hereinafter referred to as the "Company" or "Intermediary") an independent insurance intermediary pursuant to Act No. 170/2018 Coll., on the Distribution of Insurance and Reinsurance, as amended (hereinafter referred to as the "ZDPZ"); an independent intermediary of supplementary pension savings pursuant to Act No. 427/2011 Coll., on supplementary pension saving, as amended (hereinafter referred to as "ZDPS"); independent intermediary of consumer credit pursuant to Act No. 257/2016 Coll., on consumer credit (hereinafter referred to as "ZoSÚ").

1.2 The company is obliged to provide financial services with professional care under the conditions set out in generally binding legal regulations.

### 2. Subject matter of the Complaints Procedure

2.1 The purpose of the Complaints Procedure is to establish rules for handling complaints and claims from customers and potential customers of the Company or other authorised persons.

2.2 For the purposes of this internal regulation, a customer means a person who, on the basis of the Company's intermediary activities, has entered into a written contract with a financial institution, the subject of which is a financial service (e.g. investment service, supplementary pension savings, insurance, consumer credit) and/or a person with whom the Company has entered into a written contract, the subject of which is a financial service.

2.3 For the purposes of the Complaints Procedure, a potential customer means a person to whom the financial services specified in Article 2.2 are offered.

2.4 For the purposes of the Complaints Procedure, the Customer and the Potential Customer will hereinafter be referred to collectively, where appropriate, as the "Customer".

### 3. The concept of complaints and claims

3.1 **Claim, for the purposes of this document**, shall mean a notification from the Customer to the Company stating that the Company has provided a service in violation of generally binding legal regulations and containing a request for a statement from the Company, remedy of the situation and/or compensation for damages.

3.2 **Complaint** shall mean a notification from the Customer or potential Customer complaining about improper conduct by employees or other personnel (e.g., tied agents) of the Company.

## II. Submitting a claim/complaint

### 4. The person entitled to submit a claim/complaint

4.1 It is only the Customer who is entitled to file a complaint.

4.2 Besides the customer, a potential customer of the Intermediary is also entitled to file a complaint.

4.3 A person acting under a power of attorney on behalf of the Customer is also entitled to file a claim or complaint. The claim or complaint must be accompanied by a power of attorney with a certified signature of the principal, which indicates the authorisation of the agent to file a claim or complaint on behalf of the Customer.

4.4 In the case of insurance products, the insured or another authorised person may also file a complaint or claim. For the purposes of this internal regulation, the persons referred to in this provision, customers and potential customers, are hereinafter collectively referred to as "Customers".

### 5. Form and details of the claim/complaint

5.1 The claim or complaint must be in written (paper, electronic) form.

5.2 R The claim or complaint must be addressed to the Company and contain at least the following information:

- a) indication that it concerns a complaint or claim;
- b) identification data of the Customer - name, surname, residence, contact address for natural persons and business company (name), registered office, contact address, names and surnames of persons authorized to act on behalf of the legal entity for legal entities;
- c) the subject of the complaint or claim - a statement of the facts on the basis of which the complaint or claim is made;
- d) what the Customer is requesting;
- e) the date and signature of the Customer or, if applicable, of an authorized representative of these persons.

5.3 A claim or complaint must be delivered to the Company without undue delay after the fact to which the claim or complaint relates has occurred, or without undue delay after the Customer has become aware of that fact.

5.4 A complaint or claim may also be made at a face-to-face meeting with a representative of the Company, whereas a written record will be made of this meeting by a representative of the Company within the scope of the information set out in clause 5.2.

## III. Acceptance and handling of the claim/complaint

### 6. Acceptance of the claim/complaint

6.1 The Company shall, without any undue delay after the receipt of the complaint or claim, examine whether the complaint or claim has been submitted by an authorized person and whether the complaint or claim complies with the form and requirements set out in Article 5.

6.2 In the event that the Company finds a breach of clause 4 or clause 5, or if it does not consider the complaint or claim to be sufficiently clear and understandable, the Company shall invite the Customer in writing to make a completion or rectification, provided that such invitation shall include a notice that if such completion or rectification is not received by the Company within a specified period (the period to be determined by the Company at its discretion, subject to a minimum of 14 days) of the receipt of the invitation, the Company shall be entitled to reject the complaint or claim.

6.3 In the event that the Customer fails to comply with this request and fails to provide the Company with the necessary information or completion within the time limit, or in the event that the breach of Article 4 or Article 5 is irreparable, the Company shall be entitled to reject the claim or complaint. The Customer shall be notified in writing of the rejection of the claim or complaint.

6.4 In the event that the Company finds no violation of the Article 4 or Article 5, or if the violation has been resolved by sending a notice pursuant to Article 6.3 and accepting a completion or other remedy pursuant to such notice, the Company shall proceed to resolve the complaint or claim.

6.5 In the event that the complaint or claim filed relates to the activities of a financial institution that provides a financial service to the Customer (hereinafter referred to as "Financial Institution"), the Intermediary shall

ensure that it is promptly forwarded to the Financial Institution and inform the Customer that the Financial Institution is the competent institution to handle the complaint or claim. The terms and conditions for the handling of claims and complaints with the Financial Institution are set out in the Complaints Procedure of the relevant Financial Institution.

6.6 In the event that the Customer's complaint or claim relates to the activities of a product provider with an investment component within the meaning of Regulation (EU) No 1286/2014, or to a "key information document" within the meaning of that legislation, the Company shall immediately forward the complaint or claim directly to the product provider or to the cooperating Financial Institution that mediates the Customer's relationship with the product provider with the investment component.

## 7. Handling of the claim/complaint

7.1 The Company will decide on the complaint or claim in one of the following ways:

a) in the case that the Company has actually violated the legal regulations or contractual provisions in the manner alleged by the Customer, the Company will satisfy the claim/complaint to the extent requested by the Customer and will admit everything the Customer claims, or

b) in the case that the Company has actually violated the legal regulations or contractual provisions, but not to the full extent claimed by the Customer, the Company will accept the claim/complaint in part and reject it in part;

The Company will admit to the Customer only that part of its claim which corresponds to the violation, or

c) if there is no violation of legal regulations or contractual provisions on the part of the Company, which the Customer states in the claim/complaint, the Company will reject the claim/complaint as unjustified.

7.2 The Company is obliged to handle the Customer's claim or complaint within 30 days from the date of its receipt and to send a written statement to the Customer within this period. This time limit does not include the time within which the Company has invited the Customer to complete the complaint or claim in accordance with the Article 6 of the Complaints Procedure.

## IV. Final provisions

In the event that the Customer disagrees with the handling of the claim or complaint, he/she is entitled to contact the supervisory authority of the Company, which is the Czech National Bank, with its registered office at Na Příkopě 28, 115 03 Prague 1, Czech Republic, [www.cnb.cz](http://www.cnb.cz), or to file a lawsuit against the Company in the competent court. The Customer is also entitled to apply to an out-of-court dispute resolution body, which in the field of investment services, life insurance, consumer credit, pension savings with state contribution and supplementary pension savings is the Financial Arbitrator, Legerova 1581/69, 110 00 Prague 1 - [www.finarbitr.cz](http://www.finarbitr.cz), for other financial products, in particular non-life insurance the Czech Trade Inspection Authority, Štěpánská 567/15, 120 00 Prague 2 - [www.coi.cz](http://www.coi.cz).

In Prague, as on 1 December 2018

**RENOMIA, a. s.**