



NORTHERN1
INTERNATIONAL
INSURANCE BROKERS

PROCEDURE FOR REVIEWING AND SETTLING CLIENT COMPLAINTS

This Procedure for reviewing and settling complaints establishes the procedural mechanisms and terms for submitting and reviewing complaints submitted by Client or its Representative. In addition, this Procedure for reviewing and settling Complaints provides information about the possibility of recourse to the competent national authorities in case of disagreements.

1. DEFINITIONS

- 1.1. Client – a policyholder, who has entered into an insurance contract through an Broker and who wants to file a complaint against the activities of the Broker him/herself or via his/her Representative.
- 1.2. Representative - a person who, on the basis of an authorization issued by the policyholder, submits a Complaint on behalf of the Client.
- 1.3. Broker - is Northern1 International Insurance Brokers OÜ (registry code 12806139), which is entered into the list of insurance brokers of the Financial Supervision and Resolution Authority (www.fi.ee) and who engages, for remuneration and based on a brokerage contract, in insurance distribution. The Broker enables the conclusion of the insurance contract through the website managed by the Broker.
- 1.4. Complaint – a written or in a format which can be reproduced in writing complaint submitted by the Client or his/her Representative with regarding to the activities of a Broker, the insurance product, insurance contract mediated by the Broker or the insured event.
- 1.5. Procedure – this procedure for reviewing and settling Complaints.

2. SUBMISSION AND ACCEPTANCE OF COMPLAINTS

- 2.1. The Broker shall make the contact information available to the Client on the website managed by the Broker, through which the Client can contact the Broker and communicate with the Broker for the purpose of resolving the Complaint.
- 2.2. The Client or his/her Representative may submit a Complaint in any form by sending Complaint to the Broker's post box address, email address or submitting a form via the Internet-based platform, which is available on the website managed by the Broker.
- 2.3. The Complaint submitted in writing or in a format which can be reproduced in writing must contain at least following data:
 - 2.3.1. The Client's or his/her Representative's name and personal identification code; registry code in case of a legal person;
 - 2.3.2. The Client's or his/her Representative's contact information, at least telephone number and email address;
 - 2.3.3. A description of the facts on which the Complaint is based and a list of evidence (with the evidence), verifying the facts on which the Complaint is based;
 - 2.3.4. A claim that has been clearly expressed by the Client or his/her Representative, i.e. a claim that requires the Insurance Brokers to carry out or abstain from any acts/transactions by which the Client his/her Representative considers the Complaint to be satisfied.
- 2.4. In a situation where the Complaint is filed by a person who does not have a direct contractual relationship with the Broker (e.g. beneficiary or insured person), the Broker establishes his/her identity, by being entitled to request an identity document and consent for the processing of personal data.



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2.5. In a situation where the Complaint is filed through a Representative, a document certifying the right of representation (authorisation document) should be submitted to the Broker.

2.6. The Broker shall immediately confirm to Client or his/her representative the receipt of the Complaint.

2.7. If the Complaint is rejected, the Broker shall immediately communicate the reasons for not accepting (i.e. rejecting) the Complaint.

3. TERMS FOR PROCESSING A COMPLAINT AND REQUIREMENTS FOR THE BROKER'S REPLY

3.1. The Broker shall settle the Complaint as soon as possible, no later than within 15 days of filing the Complaint. The term for processing the Complaint starts on the working day following the filing of the Complaint (regardless of whether the Insurance Broker has informed the Client or his/her Representative about the acceptance of the Complaint).

3.2. The Broker may extend the term for settling the Complaint as established in clause 3.1 of the Procedure. In such a case, the Insurance Broker shall inform the Client or his/her Representative in a format that can be reproduced in writing, stating the reasons for the extension of the procedure and the latest term for settling the Complaint.

3.3. After settling the Complaint, the Broker shall provide the Client or his/her Representative with a reply that includes at least the following:

3.3.1. The name and contact details of the person who has filed the Complaint;

3.3.2. The date of receipt of the Complaint;

3.3.3. The acts carried out to settle the Complaint (inquires, etc.);

3.3.4. The motivation for approving (including partial approval) and rejecting the claim included in the Complaint.

3.4. The reply to the Complaint is signed by the Broker and sent to the post box address or email address of the person who has filed the Complaint.

3.5. If the Broker does not consider the Complaint to be justified and refuses to satisfy the Complaint or agrees only to the partial satisfaction of the Complaint, the Broker is obliged to justify the complete or partial rejection of the Complaint of the Client or his/her Representative in writing or in a form that can be reproduced in writing.

4. OUT OF COURT COMPLAINT PROCEDURE

4.1. In a situation where the Broker rejects the Complaint or does not settle the Complaint in the manner requested by the Client or his/her Representative, the latter has the right to contact the following authorities, depending on the nature of the Complaint and its claim:

4.1.1. Financial Supervision Authority, address City of Tallinn, Sakala 4, email info@fi.ee;

4.1.2. Consumer Protection Board, address City of Tallinn, Pronksi 12, email info@tarbijajakaitseamet.ee;

4.1.3. Consumer Protection Commission, address Endla 10A, 10142 Tallinn, email avalduus@komisjon.ee;

4.1.4. Data Protection Inspectorate, address City of Tallinn, Väike-Ameerika 19, email info@aki.ee;



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5. ONLINE RESOLUTION OF THE COMPLAINT

5.1. Complaints and disputes relating to contractual obligations arising from contracts for the sale of goods, the provision of services or other performance of services online may be settled through the online dispute resolution platform in accordance with Regulation (EU) No 524/2013 of the European Parliament and of the Council.

5.2. The functions of the Internet-based Complaint and Dispute Resolution Contact Point are performed by the European Union Consumer Advice Center operating at the Consumer Protection and Technical Surveillance Authority (<https://consumer.ee/>).

6. SAVING AND ANALYSING COMPLAINTS

6.1 The Broker shall ensure that Complaint materials are preserved in a written or reproducible form and in such a manner as to permit access to the Complaint resolution materials and compilation of Complaint statistics, if necessary.

6.2 The Complaint materials must be retained until the expiration of the period of validity of the claims arising from the contracts and relationships between the Client and the Broker, but for not less than three years.

6.3 Once a year, the Broker shall conduct an analysis of the Complaints submitted to the Broker during the preceding calendar year.

6.4 Based on the Complaints analysis, the Broker shall conduct a systemic risk assessment of the Broker's activities, identify key issues in the provision of Broker services, and assess legal risks, and arrange for any changes to problematic business processes as necessary.