

**CUSTOMER SERVICE REGULATIONS**

**LORETO MUTUA, MUTUALIDAD DE PREVISIÓN SOCIAL**

**LORETO INVERSIONES, SGIIC, S.A.**

Approved by the Board of Directors of Loreto Mutua M.P.S. in its meeting of 27/02/2018 and by the Board of Directors of Loreto Inversiones SGIIC, S.A. in its meeting of 28/02/2018.

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These Customer Service Regulations were approved to comply with the regulations on protecting the customers of financial services in Chapter V of Law 44/2002, of 22 November, on the reform measures of the financial system and in Ministerial Order ECO/734/2004, of 11 March, on the customer service and department and the customer's ombudsman of financial entities and in particular the provisions of article 8 of this Order. It also adapts to the requirements of the Law 7/2017 of November 2, which incorporates to the Spanish legal system the Directive 2013/11 / EU of the European Parliament and of the Council, of May 21 2013, regarding the alternative resolution of consumer litigation.

These Regulations are approved as part of the general customer protection policy of LORETO MUTUA, MUTUALIDAD DE PREVISIÓN SOCIAL (“**LORETO MUTUA**”) and of LORETO INVERSIONES, SGIIC, S.A., (“**LORETO INVERSIONES**”) (LORETO MUTUA and LORETO INVERSIONES, also referred to jointly as “**LORETO GROUP**”). They establish the measures, bodies and procedures for guaranteeing adequate protection of the customer's right to be attended to and have their complaints and claims resolved.

An independent Customer Service has been opted for. The structure and resources of this Service are established in Chapter II of these Regulations. The procedure of this Service, governed in accordance with the provisions of Chapter III of the aforementioned Ministerial Order, is described in detail in Chapter III of these Regulations.

## **CHAPTER I**

### **General Provisions**

#### **Article 1.- Purpose**

These Regulations govern the structure, procedures and action protocol of the LORETO MUTUA and LORETO INVERSIONES Customer Service and the right of the following persons and entities, including affected third parties (“**Customers**”), to be attended to and have their complaints and claims resolved:

- (a) Members and/or beneficiaries of the services provided by LORETO MUTUA.
- (b) Members and/or beneficiaries of Pension Plans managed by LORETO MUTUA.
- (c) Investors in mutual funds managed by LORETO INVERSIONES.
- (d) Customers who have contracted with LORETO INVESTMENTS the provision of any investment or associated service of those listed in its portfolio of activities registered with the Spanish Securities Market Commission.

#### **Article 2.- Definitions**

For the purposes of these Regulations:

- (a) “CNMV” means the Spanish Securities Market Commission (*Comisión Nacional del Mercado de Valores*).

- (b) "DGSFP" means the General Directorate of Insurance and Pension Funds (*Dirección General de Seguros y Fondos de Pensiones*).
- (c) "Order" means *Ministerial Order ECO/734/2004, of 11 March, on the customer service and department and the customer's ombudsman for customers of financial entities*, including any future version or any statute that replaces it.
- (d) "Claim" means any complaint or claim that a Customer may make against LORETO MUTUA or LORETO INVESTMENTS in relation to their legal interests and rights, the obligations arising from the contracts and products entered into and the requirements of best financial practice and custom and, in particular, the principle of equity.
- (e) "Regulations" means these CUSTOMER SERVICE REGULATIONS approved to comply with article 8 of the Order or any future version of it.
- (f) "Customer Service" or "Service" means the specialised and independent customer service established by the LORETO GROUP with the functions attributed to it in article 4 of these Regulations and, in particular, of attending to and resolving the Claims of Customers.
- (g) "Claims Service" is the body of the Bank of Spain, the CNMV and the DGSFP that resolves the complaints and claims of users of the entities supervised by these regulating bodies involving the users' legal interests and rights that arise from alleged violations by the entities claimed against of the regulations on transparency and customer protection or of best financial practice and custom. This entity operates according to the one-stop shop principle.

### **Article 3.- Customer Rights**

All Customers, when they believe they have been negligently, improperly or unlawfully treated, are entitled to have their Claims attended to and resolved within one month, free of charge and in accordance with these Regulations, based on the regulations and principles established in the regulations on transparency and customer protection and best financial practice and custom, and the principles of diligence, good faith, equity and reciprocal trust.

## **CHAPTER II Customer Service**

### **Article 4.- Functions**

- 4.1. The LORETO GROUP has a specialised and independent customer service ("**Customer Service**" or "**Service**") responsible for protecting the legal rights and interests of the Customers in their relationships with LORETO MUTUA and LORETO INVESTMENTS and handling, in accordance with these Regulations, all Customer Claims.
- 4.2. The Customer Service independently resolves the Claims and is separate from the other commercial and operational services of the LORETO GROUP to avoid conflicts of interest.

Without prejudice to its independence for exercising its functions, the Service reports to, for organisational purposes, LORETO MUTUA's Board of Directors.

The Service must be provided with the human, material, technical and organisational measures required for sufficiently performing its functions. The Service's staff must be trained to have an adequate knowledge of the regulations on transparency and customer protection, the obligations arising from the service contracts, and the requirements of best financial practice and custom.

Customer Service must have appropriate procedures in place with the LORETO GROUP's business units so that the information requests it makes are handled in a swift, secure, effective and coordinated manner.

**4.3.** Specifically, the Customer Service must:

- (a) Attend to and resolve the Claims of Customers in accordance with the procedure in Chapter III.
- (b) Promote and ensure compliance in the LORETO GROUP with the regulations on customer protection and best financial practice and custom, preparing and implementing, on its own initiative or at the request of LORETO MUTUA or LORETO INVESTMENTS, reports, recommendations and proposals related to these matters.
- (c) Ensure compliance with the information obligations established in the Order in accordance with article 17 of these Regulations.
- (d) Attend to, on behalf of LORETO MUTUA and LORETO INVERSIONES, any requests from the Claims Service in exercising its functions.
- (e) Prepare an annual report explaining the implementation of its functions in accordance with article 18 of these Regulations.

**Article 5.- Claims excluded owing to their subject-matter**

Claims of any type not listed in article 4 are not handled by Customer Service. In particular, Customer Service does not handle Claims arising from:

- (a) The LORETO GROUP's relationships with its employees, both staff and managers.
- (b) The LORETO GROUP's relationships with its providers.
- (c) Matters referring to the LORETO GROUP's decisions to enter or not enter into agreements, a service or operation with specific persons, and the associated provisions and conditions, except where the Claim arises owing to delay or negligence in the LORETO GROUP's decision-making.
- (d) Products and services sold or contracted outside of Spain. This exclusion does not affect the possible remote sale of financial services to consumers, and specifically the rights that these consumers may claim as applicable, established in Law 22/2007, of 11 July, on the remote sale of financial products to consumers.

- (e) Matters being simultaneously handled by, or that were subject to, an administrative, arbitration or court proceeding in relation to the facts underlying the Claim.

**Article 6.- Composition**

Customer Service has a head and the support staff that LORETO MUTUA's management deems appropriate at any time based on the needs and workload of Customer Service. The support staff reports to the head of the Service.

**Article 7.- Appointment**

**7.1** LORETO MUTUA's Board of Directors appoints the head of Customer Service. LORETO MUTUA's management appoints the support staff.

**7.2** The Customer Service head must:

- (a) Be of good commercial and professional standing, i.e., to be known to observe commercial and other law that governs economic activity and business life, and commercial and financial best practice.
- (b) Have the necessary knowledge and experience for carrying out the duties corresponding to the position in accordance with these Regulations, which means possessing the necessary knowledge and experience for acting as Customer Service head and to have previously performed duties related to the financial activities that the LORETO GROUP may carry out in Spain in accordance with the applicable legislation and its portfolio of activities.
- (c) Not be subject to any of the incompatibilities in article 7.3.

**7.3.** A person cannot be Customer Service head for the purpose of the incompatibilities in article 7.2 (c) if they:

- (a) Perform or have performed in the last two years commercial or operational duties or services in the LORETO GROUP.
- (b) Provide professional services to a competitor of the LORETO GROUP or accept an employee, management or administrative position with any such competitor.
- (c) Form part of the Board of Directors or governing body, or have accepted an employee, management or administrative position, in more than four Spanish companies, except if the Customer Service's head, their spouse, ascendant or descendant, or second-degree, direct or collateral, relatives by consanguinity or affinity, together or separately, are owners of an equity interest equal or greater than the ratio of dividing the capital of the company by the number of members in the governing body; or when legally representing minors, missing persons or persons with disabilities.
- (d) Hold political positions or carry out any other publicly relevant activity that could affect in any way the image of Customer Service.
- (e) Be prohibited from trading in accordance with article 13 of the Code of Commerce.

- (f) Be prohibited or suspended, criminally or administratively, for holding public positions or from administering or managing entities.
- (g) Have a criminal record for offences against the public treasury or of falsification, fraudulent insolvency, failure to safeguard documents, violation of confidentiality, money laundering, embezzlement of public funds, disclosure of trade secrets or against property.
- (e) Any incompatibility stated in the applicable regulations at any time.

7.4. The DGSFP and the CNMV must be notified of the appointment of the Customer Service head.

**Article 8.- Term and removal**

8.1 The Customer Service head is appointed for three years. This term is automatically renewed for equal terms of three years except where LORETO MUTUA's Board of Directors adopts a resolution to the contrary. There is no limit to how many times the Customer Service head's term can be renewed.

8.2. The Customer Service head is relieved of their duties for any of the following reasons:

- (a) By resolution of LORETO MUTUA's Board of Directors.
- (b) Resignation via a formal submission to LORETO MUTUA's Board of Directors following notification to LORETO MUTUA's General Manager.
- (c) Death or incapacity for carrying out the duties of the position.
- (d) Becoming ineligible in accordance with the conditions in article 7.2.
- (e) Being convicted of an offence in a final and unappealable judgment.
- (f) Serious breach or evident negligence in performing their duties.

The occurrence of the circumstances in letters (d), (e), (f) and, as the case may be, letters (c) above, are determined by LORETO MUTUA's Board of Directors following an investigation in which the head must be given a hearing where possible.

If the Customer Service head is dismissed, LORETO MUTUA's Board of Directors must immediately appoint a new head that meets the eligibility criteria in article 7.2. In all cases, the actions performed by the previous Service head continue being valid.

The dismissal and subsequent appointment of a new Customer Service head does not suspend the term for resolving Claims specified in article 15.1.

**Article 9.- Performance of duties. Independence**

9.1. The Customer Service head must perform the duties of the position with diligence, good faith and the ethical behaviour expected given the nature of the duties.

The head must carry out their duties with the utmost impartiality and independence.

The LORETO GROUP must not apply any type of reprisals, penalties, threats or means of pressure on the Customer Service head to influence, directly or indirectly, the decisions adopted by the Service in exercising its functions.

- 9.2. Customer Service is separate from the other commercial and operational services of the LORETO GROUP and makes its decisions in performing its functions with total independence.
- 9.3. The Customer Service head must refrain from becoming involved in Claims that involve a direct interest for them, either because it affects them directly or because it affects a direct or collateral third-degree relative by consanguinity or affinity, or persons with whom they have or have had close relationships or have been friends, both in the case of Customers and employees of the LORETO GROUP affected by the facts of the Claim.

The Customer Service head must notify LORETO MUTUA's Board of Directors of such situations. In such cases, the Board of Directors exceptionally appoints a replacement qualified to hold the position of Customer Service head who is not affected by the same circumstance to process and resolve the Claim in question. In performing their duties, the ad hoc appointed head has the same rights and prerogatives as the Customer Service head.

- 9.4. The Customer Service head and the support staff of this Service must keep all information they have access to in performing their duties confidential. They must only use this information for carrying out their duties and safeguard it with the required diligence. They must not make use of, directly or indirectly, for their own benefit or the benefit of persons linked to them, information regarding business or financial opportunities that they become aware of as a result of performing their duties.

The obligations stated in the previous paragraph remain in force even when they no longer hold Customer Service positions.

#### **Article 10.- Cooperation and supervision**

- 10.1. All departments and areas of the LORETO GROUP must provide support to Customer Service and cooperate in everything that has an impact on the Service being able to best perform its functions. Specifically, they must provide the Service with all the information it requests for performing its functions in a rapid, secure, effective and coordinated manner.

Customer Service may also request support from external experts (not from the LORETO GROUP) regarding matters submitted to it that are particularly complex or important that it believes require the input of such experts.

- 10.2. LORETO MUTUA's and LORETO INVERSIONES's Boards of Directors (or a person representing these bodies, as appropriate) and the Customer Service head must hold regular meetings, at the frequency deemed necessary but at least once a year, to analyse the operation of the Service



and adopt any measures required to ensure the Service's operation and promote and ensure compliance in the LORETO GROUP with the regulations on customer protection and best financial practice and custom.

### **CHAPTER III**

#### **Submission, processing and resolution of Claims**

#### **Article 11.- Format, content and place for submitting Claims**

- 11.1** Claims must be submitted by Customers within two years of the date they became aware of the facts underlying the Claim.
- 11.2** Customers may submit Claims, personally or via a representative who can sufficiently demonstrate their power to represent, directly to Customer Service (contact details in the Appendix to these Regulations) and the registered offices of LORETO MUTUA or LORETO INVERSIONES, as the case may be, or any office that these entities have open to the public.
- 11.3** Customers may submit Claims on paper or via digital, electronic or online means, provided that the Claims can be read, printed and stored as documents and in accordance with the requirements of Law 59/2003, of 19 December, on the electronic signature, and of any future version of this statute or any that replaces it.
- 11.4** Claim processing starts when a document with the following information is submitted via any of the means in article 11.3:
- (a)** Full name (or company name) and address of the Customer and, as appropriate, of the representative, along with the documents that demonstrate this agent's power to represent; and the DNI (Spanish ID), passport or NIE (Spanish foreigner's ID) of the Customer or the details of the corresponding public registration.
  - (b)** Reason for the Claim, clearly specifying the matters on which resolution is sought.
  - (c)** Office, department or service where the facts underlying the Claim occurred.
  - (d)** A statement that the Customer is not aware of any administrative, arbitration or judicial proceeding in progress dealing with the subject-matter of the Claim.
  - (e)** Place, date and signature.

The Customer must attach to this document any documentary proof they have on which the Claim is based.

#### **Article 12.- Acceptance of the Claim for processing**

- 12.1** Once the Claim has been received by the LORETO GROUP in accordance with article 11, if the Claim is not received directly by Customer Service and the department or service related to the Claim do not find in favour of the Customer, the Claim is immediately sent to Customer Service.

**12.2** The calculation of the maximum term for processing the Claim referred to in article 15.1 starts from when the Claim is submitted to Customer Service. If the Claim is submitted at the registered office or an office opened to the public of LORETO MUTUA or LORETO INVERSIONES, the Claim must be sent to Customer Service as soon as possible.

**12.3** Immediately after receiving the Claim, Customer Service opens a case file and acknowledges receipt of the Claim to the Customer in writing stating the date the Claim was submitted for the purpose of calculating the deadline for resolution, calculated in accordance with the previous article.

Claims are only accepted for processing once. The Customer (or their representative) cannot file them again with different bodies of the LORETO GROUP.

**12.4** If the identity of the Customer or the power to represent (if the Claim is submitted via a representative) is not sufficiently demonstrated, or if the facts underlying the Claim cannot be clearly established, Customer Service asks the Customer (or their representative) to complete the documentation sent within 10 calendar days, specifying that if they do not, the Claim will be archived and not processed any further.

The time taken by the Customer (or their representative) to fix these errors is not included for calculating the term of one month referred to in article 15.1.

**12.5** Customer Service may only refuse to accept a Claim for processing when:

- (a) Data essential for processing is omitted that cannot be rectified, including when the reason for the Claim is not specified.
- (b) The Claim submitted is subject to an appeal or action in an administrative or arbitration body or a court or is pending resolution or dispute in, or has already been resolved, by an administrative or arbitration body or a court.
- (c) When the facts, grounds and request on which the subject-matter of the Claim is based do not refer to specific operations or the claimant does not qualify as a Customer (or a representative of a Customer) or the Claim does not affect their legal interests and right in accordance with article 3.
- (d) When the Claim refers to a previous Claim submitted by the same Customer (or their representative) regarding the same facts.
- (e) When the deadline for submitting Claims in article 11.1 has passed.

If Customer Service determines that a Claim should not be admitted for processing for one of these reasons, the Customer (or their representative) is notified in writing and given 10 calendar days to submit any allegations. If after the Customer (or their representative) respond to this notification the reason for not accepting the Claim still exists, Customer Service notifies the Customer of the final decision made.

### **Article 13.- Processing**

**13.1** In processing a Claim, Customer Service may request from the Customer (or their representative) and the other department or service of the LORETO GROUP, any data, clarifications, information or evidence it deems necessary for making its decision. In all cases, once the Claim has been admitted for processing, Customer Service immediately contacts the departments or services affected and requests from them the documents, data and clarifications needed to formulate its criteria in relation to the facts underlying the Claim.

All the services and departments of the LORETO GROUP must send to Customer Service, as soon as possible, all documents, information and clarifications that Customer Service requests from them in performing its functions.

Customer Service includes in the one file all the documents of the procedure. These files are stored in accordance with the regulations applicable at any time and, in all cases, for at least five years.

**13.2** When there is a connection between Claims submitted by one or more Customers, Customer Service may join the Claims in the one procedure for the sake of efficiency and coherence.

**13.3** In processing the Claims, Customer Service must adopt the measures necessary for guaranteeing compliance with the data protection regulations applicable at the time.

### **Article 14.- Admission and withdrawal of claim**

**14.1** If LORETO MUTUA or LORETO INVERSIONES rectifies a situation to the satisfaction of the Customer in light of a Claim, it notifies Customer Service of this, providing it with the documentation justifying such an admission, except where the Customer expressly withdraws their Claim.

**14.2** The Customer (or their representative) may withdraw their Claim at any time, which entails the immediate finalisation of the procedure for the Customer.

However, the procedure may be continued if Customer Service deems it convenient as part of its function to promote and ensure compliance with the regulations on transparency and customer protection and good financial practice and custom.

### **Article 15.- Finalisation of the procedure**

**15.1** The Claim must be finalised within the maximum term of one month from the date the Claim was sent to the registered office of LORETO MUTUA or LORETO INVERSIONES, as appropriate (or any office open to the public), in accordance with article 12.2.

**15.2** The decision of Customer Service that ends the procedure and resolves the Claim must provide justification for the decision and contain clear conclusions on the request posed in the Claim. The decision must be based on the contractual clauses applicable to the facts and the applicable

regulations on transparency and customer protection and good financial practice and custom.

If the decision diverges from criteria specified in previous Customer Service decisions, Customer Service must justify the change in criteria.

- 15.3** The decision must include mention of the right that the Customer has to contact the Claims Service dependant of the Supervising Authority if they are not satisfied with the decision. For this purpose, the decision must include the contact details of the Claims Service of the Supervising Authority.

The Customer may also contact such Claims Service if no decision is given after demonstrating that more than one month has passed since submission of the Claim.

- 15.5** The Customer (or their representative) must be notified of the decision within 10 calendar days of it being adopted in writing or by any of the means specified in article 11.3. The decision must be notified via the same means by which the Claim was submitted, except where the Customer (or their representative) expressly designates another means.

- 15.6** In the case of claims submitted in the Customer Service by participants of the individual pension plan, if the resolution is unfavourable, it will be sent ex officio to the Defender of the participant (Ombudsman) that said plan has assigned to be pronounced, without need of request by the claimant, to whom this fact will be communicated for his knowledge.

- 15.7** The Customer does not have to accept the decisions adopted by Customer Service and may pursue the administrative or court actions they see fit in accordance with the facts underlying the Claim.

However, Customer Service's decisions are binding for, as the case may be, LORETO MUTUA and LORETO INVERSIONES, which must implement, prior to the deadlines established in the Customer Service's decision, the decisions of the Service that find in favour of the Customer. The service or department responsible for adopting the measures required by the decisions must inform the Service of the actions taken to comply with the decision. This, however, does not stop the LORETO GROUP from pursuing any administrative, arbitration or court actions or actions of any other nature that it deems fit to safeguard its lawful rights and interests.

## **CHAPTER IV**

### **Final provisions**

#### **Article 16.- Relationship with the Claims Service**

- 16.1** Customer Service is responsible for handling, on behalf of the LORETO GROUP, the requests made by the Claims Service in exercising its functions prior to the deadlines specified.
- 16.2** The LORETO GROUP must adopt the resolutions required and carry out the actions necessary to facilitate that the transfer of the data and

documents required in its relationship with the Claim Service be performed online via electronic signing, in accordance with article 4 of Law 59/2003, of 19 December, on the electronic signature, and the implementing regulations.

#### **Article 17.- Public information**

Customer Service is responsible for compliance with the information obligations established by the Order and in general by the regulations on transparency and the protection of customers of financial services.

It must ensure that the following information is included at the registered office of LORETO MUTUA and LORETO INVERSIONES (and at any offices that may be opened in the future) and on their webpages:

- (a) The fact there is a Customer Service, along with its postal and email address.
- (b) The LORETO GROUP's obligation to attend to and resolve the Claims submitted by Customers within one month from submission to the Service.
- (c) A reference to the Claims Service, its contact details and the need to have a claim processed first by Customer Service to be able to file one with the Claims Service.
- (d) An up-to-date version of these Regulations.
- (e) References to the regulations on transparency and the protection of customers of financial services, which entails the following and any regulations that replace them in the future:
  - Law 44/2002, of 22 November, on Reform Measures of the Financial System.
  - Order ECO/734/2004, of 11 March, on the customer service and department and the customer's ombudsman for customers of financial entities.
  - Order ECC/2502/2012, of 16 November, regulating the procedure for submitting claims to the claim services of the Bank of Spain, the CNMV and the DGSFP.

#### **Article 18.- Annual report**

**18.1** Customer Service must submit to LORETO MUTUA's and LORETO INVERSIONES's Board of Directors, in the first quarter of each year, a report explaining its operations during the preceding year. This report must include:

- (a) A statistical summary of the Claims handled, with information on the total number, claims accepted for processing and reasons for non-acceptance, reasons and matters underlying the Claims, and the amounts and sums involved.
- (b) A summary of the decisions, with an indication on whether the Service found in favour of the Customer.
- (c) General criteria underlying the decisions of the Service.

- (d) Recommendations or suggestions arising from its experience with a view to better achieving the objectives of the operations of Customer Service.

**18.2** At least one summary of this report must be included in the annual reports of LORETO MUTUA and LORETO INVERSIONES.

**Article 19.- Amendment**

**19.1** Only LORETO MUTUA's Board of Directors may amend these Regulations.

**19.2** When such amendments are approved by LORETO MUTUA's Board of Directors, will be sent, if required, to the DGSFP and the CNMV for verification.

**Article 20.- Effective date**

These Regulations come into force February the 27<sup>th</sup> of 2018, date of their approval by the Board of Directors.

**APPENDIX**  
**Contact details of LORETO MUTUA's Customer Service**

Postal address: Paseo de la Castellana, 40, 3ª Pl. 28046-Madrid.  
Email: [serviciodeatencion@loretomutua.com](mailto:serviciodeatencion@loretomutua.com)  
Fax: 917589689

## DOCUMENTATION TO BE TAKEN INTO ACCOUNT

### TEMPLATES:

- Claim document.
- Acknowledgement of receipt (with the competent body).
- Template for notification of decisions that end the processing of Claims and that expressly state the right that the claimant has, if unsatisfied with the outcome of the procedure, to contact the Claims Service.
- Annual explanatory report with:
  - Statistical summary of the Claims handled
  - Summary of the decisions
  - General criteria of the decisions
  - Recommendations or suggestions
- Summary of the report for inclusion in the LORETO GROUP's Operations Report.

### VERSION CONTROL

Versión	Cause of Change	APPROVAL	ENTRY INTO FORCE
1.0	Creation of the document	Board of Directors Loreto Mutua	27.02.2018
		Board of Directors. L. Inversiones	28.02.2018
1.1	Legal adaptation	Board of Directors Loreto Mutua	29.01.2019
		Board of Directors L. Inversiones	31.01.2019