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REGULATION AND PRUDENTIAL SUPERVISION OF FINANCIAL INSTITUTIONS

**Retail financial services and payments**

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# **FIN-NET activity report**

## **2015**



financial dispute resolution network

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## 1. INTRODUCTION

FIN-NET is a network of national Alternative Dispute Resolution (ADR) schemes in the European Economic Area (EEA) countries (the EU Member States plus Iceland, Liechtenstein, and Norway). These ADR schemes are responsible for handling disputes between consumers and retail financial services providers, e.g. banks, insurance companies, investment funds, payment service providers, etc. FIN-NET was launched by the European Commission in 2001. Its membership has grown steadily since then.

FIN-NET has also support from outside of the EEA area. Switzerland and the Channel Islands participate as FIN-NET affiliates in the network on a best efforts basis.

All schemes within FIN-NET cooperate to provide consumers with easy access to out-of-court dispute resolution in cross-border cases. If a consumer has a dispute with a financial services provider regarding a product purchased cross-border, FIN-NET members will put the consumer in touch with the relevant ADR scheme and provide the necessary information about it. “The competent scheme” is the appropriate body responsible for the out-of-court settlement of consumer disputes for financial services in the country where the service provider is established. “The nearest scheme” is a body responsible for the out-of-court settlement of consumer disputes for the appropriate financial services sector in the consumer’s country of residence.

The network works as follows: a consumer contacts an ADR scheme in his/her home country. The home country's ADR scheme establishes who the competent ADR scheme is in the service provider’s country and informs the consumer. The home country's ADR scheme either transfers the case to the competent scheme or asks the consumer to do this. The competent ADR scheme carries out the investigation and issues a decision/recommendation.

### Recent developments

Member States had to take further steps throughout 2015 to transpose the Alternative Dispute Resolution Directive<sup>1</sup> into national law, e.g. by designating the national competent authorities for the future notification of all compliant ADR schemes. Many FIN-NET members have since then been notified to the European Commission as ADR compliant to quality requirements set out in Directive 2013/11/EU, others are still waiting for the decision or for the Directive's full transposition at national level. Under its horizontal approach, the ADR Directive requires Member States to set up ADR schemes for each and every sector and the schemes to respect certain quality criteria.

Further progress was also made in 2015 in preparing the roll-out of the so-called ODR platform under the Regulation on online dispute resolution<sup>2</sup>. The platform will allow consumers and traders to select a competent ADR scheme to resolve their disputes on-line. Again, many FIN-NET members already form part of the ODR platform. Contrary to the ADR Directive, the ODR platform will only help addressing disputes where the service or product was purchased on-line. The future will show whether the ODR

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<sup>1</sup> Directive 2013/11/EU of the European Parliament and of the Council of 21 May 2013 on alternative dispute resolution for consumer disputes.

<sup>2</sup> Regulation (EU) No 524/2013 on online dispute resolution for consumer disputes.

platform will turn into a dominant dispute resolution support tool for FIN-NET and its participating ADR schemes.

The European Commission launched in December 2015 a Green Paper on retail financial services<sup>3</sup>. Redress issues and FIN-NET-related challenges had a prominent part in this public consultation.

To align to changes resulting from the ADR Directive and the ODR Regulation, the FIN-NET community decided to amend its operating rules with a Memorandum of Understanding (MoU). The two plenary meetings on 4 June and 10 December 2015 were largely dedicated to the planned MoU reform.

The MoU reform entered into force as of 12 May 2016. The reform has primarily consequences for the acceptance of new membership applications to FIN-NET. As part of the application process, new applicants will need to get notified by their national competent authorities as ADR compliant first. Therefore, compliance with the Commission Recommendation 98/257/EC on the out-of-court settlement of consumer disputes will no longer suffice in the future. Existing FIN-NET members which have not yet been notified will benefit from a transitional period of 2 years.

FIN-NET already saw two successful new membership applications under the new operating rules in 2016: Austria's Schlichtung für Verbrauchergeschäfte and Slovakia's Banking Ombudsman of the Slovak Banking Association.

It is hoped that under the ADR Directive's impetus many additional membership applications will follow. This would also help to increase FIN-NET's coverage, e.g. in Member States where no ADR schemes exist for the moment in the retail financial services area or where certain parts of the financial sector (e.g. banking, insurance, investments, payments) are not covered yet.

**At the end of 2015**, FIN-NET had **57 members** — national ADR schemes — which are listed in Annex 1. In some Member States and EEA countries, ADR schemes do not cover all financial sectors (e.g. banking, insurance, securities)<sup>4</sup> yet. However, consumers in 22 Member States benefit already from full-sector coverage. At the end of 2015, FIN-NET still did not have members from Bulgaria, Latvia, Romania, Slovenia and Slovakia. Since July 2016 Slovakia has been represented by the Banking Ombudsman of the Slovak Banking Association (SBA). The Channel Islands joined FIN-NET in 2015 as an observer and are considered together with the Swiss Banking Ombudsman as FIN-NET affiliates as of 12 May 2016 due to the new operating rules. See Annex 2 for a breakdown of coverage in the 25 EEA countries in which FIN-NET was represented at the end of 2015.

### Challenges ahead

Despite its undisputed success since 2001, FIN-NET still suffers from a lack of awareness amongst many consumers and businesses. A possible reaction also in follow-up to the Green Paper on retail financial services could consist of launching a FIN-NET awareness campaign in the near future.

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<sup>3</sup> COM(2015) 630 final.

<sup>4</sup> Note that some Member States do not divide the functions of ADR schemes by sector, but by categories of firms or by geographical area.

The future review of the ADR Directive could also prove an opportune moment to assess whether a redress system where the powers of ADR schemes are largely defined at national level is still adequate for a fully integrated retail financial services market.

## **2. MEETINGS IN 2015**

### **2.1. First plenary meeting in 2015**

The first plenary meeting was held in Brussels on 4 June 2015.

DG JUST informed the members of the state of play on the ADR Directive and the ODR Regulation. The representative also presented the future roll-out plans for the ODR platform. This was followed by a Q&A session where primarily ODR platform-related issues and differences in the national transposition of the ADR Directive were discussed.

The members also discussed possible consequences for FIN-NET from the two texts. DG FISMA outlined preliminary ideas for a possible revision of the MoU and undertook to present a first revised draft for initial discussion at the meeting of 10 December.

Individual ADR schemes updated FIN-NET members on recent changes to coverage and internal procedures. DG FISMA presented the results of a stock-tacking exercise on ADR schemes' individual powers (e.g. binding decision vs recommendation), the right to 'name and shame', and the material relevance of the ADR schemes' work before courts. The 'FIN-NET powers-table' was shared with members after the meeting.

The AMF representative presented a forex fraud-case during which the AMF's logo was used fraudulently. Finally, two individual ADR representatives shared experiences from working on cross-border cases.

### **2.2. The second plenary meeting in 2015**

The second meeting of 2015 was also held in Brussels on 10 December.

DG FISMA presented a draft of a revised MoU to initiate a preliminary discussion amongst members. The draft was circulated prior to the plenary. Many members commented on the draft and requested minor changes, including a transitional period for existing FIN-NET members, which has been granted.

DG JUST presented a process-update on ADR transposition at national level. Members were informed of plans for the ODR platform to go on-line by the start of 2016. Members were also informed that prior to joining the platform that competent authorities or single points of contact for the Commission would have to notify them as ADR-compliant first. During the Q&A session, many members had further practical questions with regard to the platform's future functionalities (e.g. automatic translation, etc.). In follow-up to the previous plenary's topic on the different powers of ADR schemes, several representatives took the floor to discuss on the basis of national examples how to further improve FIN-NET's visibility, profile, and effectiveness.

Finally, DG JUST informed participants of the on-going guidance work in relation to the Unfair Commercial Practices Directive 2005/29/EC. This was followed by a short discussion on the Directive's relevance in the ADR schemes' daily work.

### 3. FIN-NET'S OUTPUT IN 2015

#### 3.1. Statistics

In 2015, FIN-NET members handled based on their own reporting almost 4200 cross-border cases,<sup>5</sup> of which 1300 were in the banking sector, 699 in the insurance sector, and 559 in the investment sector. Compared to 2014, this represents a net increase of almost 700 cross-border cases. Due to the changes in the FIN-NET membership and in the response rate to our survey between 2014 and 2015, this data needs to be read with a degree of caution. The year-on-year increase in the number of cross-border cases, however, has been a steady trend. (see table below)

From 2007 to 2015, the number of cross-border disputes handled by FIN-NET members quadrupled — from around 1 000 cases handled in 2007 to over 4000 cases in 2015.

Year	Total number of cross-border cases handled by FIN-NET members	Cross-border cases by sectors			
		Banking	Insurance	Investments	Other
2007	1 041 <sup>6</sup>	492	267	280	2
2008	1 346 <sup>7</sup>	673	326	335	12
2009	1 542 <sup>8</sup>	884	244	410	4
2010	1 794 <sup>9</sup>	1 123	348	302	21
2011	1 854 <sup>10</sup>	992	518	315	29
2012	2 727 <sup>11</sup>	1 325	919	318	165
2013	2 931	1 216	1 263	379	68
2014	3 514	1 276	675	438	1 125
2015	4 195	1 300	699	559	1 612

<sup>5</sup> This number is based on data received from 40 FIN-NET members.

<sup>6</sup> This number is based on data received from 41 FIN-NET members.

<sup>7</sup> This number is based on data received from 40 FIN-NET members.

<sup>8</sup> This number is based on data received from 38 FIN-NET members.

<sup>9</sup> This number is based on data received from 33 FIN-NET members.

<sup>10</sup> This number is based on data received from 40 FIN-NET members.

<sup>11</sup> This number is based on data received from 42 FIN-NET members.

## Examples of cross-border cases

The following examples of cross-border cases, where consumers were located in a country different from that of the financial service provider or which involved the help of an ADR scheme situated in another Member State, were handled by FIN-NET members in 2015 in the areas of banking/payments, insurance, and investments.

### Banking/payments

2015

#### Example 1: Dormant bank accounts

In 2015, *Ombudsfin (BE)* received three cross-border complaints. Those complaints were transferred to the competent Spanish body. The first case was that of an old man who did not use his bank account for a long period of time. This person then learned that his account had been closed by the bank and that the bank no longer had any data related to his bank account. The second case of 2015 concerned a complainant who lived in Belgium for many years but still had a savings account in a bank in Spain. On a trip to Spain to visit her family, this person tried to withdraw money from an ATM and found out that her savings account no longer existed. In the end, the complainant never provided the necessary information to the Spanish body so her case could not be considered. The third case was composed of two joint complaints. First, the complainant claimed a sum of money blocked on an account in Spain which she had inherited. Then, the complainant claimed interests that had not been calculated for several years. This file was also forwarded to the Spanish ADR scheme.

#### Example 2: Subsidised loan and change of residence

The complainant had acquired an apartment financed with subsidies. Because of a job-related change of residence to Austria, he had rented out the apartment. The financing bank subsequently recalled the subsidized loan due to a use not in accordance with the application. The complainant claimed that he did notify the bank of the change of residence at the time. He accused the bank of miscounseling and demanded a reimbursement of 900 Euros, the loss of interest incurred. The starting point for the *Ombudsman of German Public Sector Banks (DE)* was the statement according to which the complainant knew at the time the contract was signed that a requirement for granting a subsidised loan was the owner-occupation of the property. Because the owner-occupation became problematic due to the job offer from Austria, there had been various contacts between the parties. The complainant did concede that his current residence was in Vienna (Austria), but he also informed the bank of his intention to restart using his apartment in Germany as the owner. The bank then waited for over a year for a clarification of the situation, even though it could have recalled the loan. Against this background, the ombudsman did not find any misconduct on the side of the bank which could give rise to a claim for compensation.

#### Example 3: E-signature and Anti-Money-Laundering

In the context of an inheritance process, a Spanish consumer, who was living in Finland, asked a Spanish credit institution to rely on an electronically signed private document in which the specific distribution of assets between the heirs was established. The credit institution argued that the identification obligations that arise from the money laundering regulation and their professional diligence duties could only be complied with if a power

of attorney was granted by the claimant to a trustworthy representative that could sign the document in person in Spain. However, both the Spanish Electronic Signature Law and the EU Regulation No 910/2014 on electronic identification and trust services for electronic transactions in the internal market, specify that legal effect to an electronic signature shall not be denied solely on the grounds that it is in an electronic form. In addition, both regulations establish that a qualified electronic signature shall have the equivalent legal effect of a handwritten signature. As a consequence of that, *the Market Conduct and Claims Department of Banco de España (ES)* ruled against the credit institution, as it must accept electronically signed documents if they comply with the said rules.

## Insurance

2015

### Example 1: Termination of pension insurance contracts

A French consumer purchased three pension insurance products from a Luxembourg company. The consumer decided to cancel the contracts within the thirty days of the cooling-off period. To inform the Luxembourg company of his decision, he sent formal letters but he received no response. The complainant contacted the French Insurance Mediator and asked for reimbursement of the amounts paid to the insurance company. *The French Insurance Mediator (FR)* contacted his colleague from “l’Association des Companies d’Assurances et de réassurances” (ACA). After the consumer received an official notification from the ACA, his claim was sent to the insurance company in Luxembourg. The insurance company then agreed to reimburse the amounts paid and to cancel the contracts.

### Example 2: Coverage of travel insurance

Mr. and Mrs. L booked a domestic flight and paid at the same time for travel insurance which also covered cancellations. Before the planned trip, Mrs. L got ill and was not, according to a medical document, able to travel. The insurance company at first stated that Mrs. L’s illness was not covered under the insurance due to her previous medical record and refused to pay for the unused flight tickets. After Mr. and Mrs. L filed a complaint to the *National Board for Consumer Disputes (SE)*, the insurance company changed its mind and answered to the Board that the illness was covered by the insurance and that the company would pay the compensation that Mr. and Mrs. L had asked for. No other motivation was given. Since the parties had come to a settlement the case was closed without any recommendation from the Board.

### Example 3

Ms. A contacted the Financial Ombudsman Service about a complaint regarding an insurance provider based in Spain after it failed to pay out on a life insurance policy. Ms. A completed the complaint form for cross-border complaints located on the FIN-NET website and sent it to our scheme. As the insurer was based in Spain, under its rules the Financial Ombudsman Service was not able to consider the complaint. After some initial enquiries, and by using the FIN-NET website, the *UK Financial Ombudsman Service (FOS, UK)* were able to identify the appropriate scheme in Spain - the Servicio de Reclamaciones de la Dirección General de Seguros y Fondos de Pensiones (DGSFP) –

and contacted them with a summary of the complaint. The Spanish scheme responded to say that the complaint came under their jurisdiction, and outlined the procedure for Ms. A to follow, including the contact details for the insurer's customer complaints service, and the requirements for submitting a complaint to the scheme. We passed this information on to Ms. A so that she could proceed with making her complaint.

## Investments

2015

### Example 1: Complex financial instruments

The investor, a Spanish citizen who had been living in Germany, complained against a Spanish Bank regarding his investment in one futures contract (mini futures - crude oil price) and contacted the *Comision Nacional del Mercado de Valores (CNMV, ES)*. In March 2015, he ordered the purchase of 20 of those mini futures through the website of the bank by a mobile phone. The claimant wanted to recoup his investment (he had incurred a significant loss) arguing that he had not received appropriate information about that financial product. According to the Securities Market Law in Spain, futures contracts are complex instruments, and in this case, the Bank was not able to prove that they had collected information about the knowledge and the experience of its customer. Also, the same law required the bank to provide information about the product before the investment was made, and this was not proven. Therefore, the case was settled in favour of the claimant.

### Example 2: Closing down of an investment account

A consumer, who was a resident of Germany, had a current account and a revolving investment account at a Hungarian bank. The consumer decided to close the investment account and he personally appeared at one of the local branches of the bank to do so and to withdraw the accumulated funds in two transactions. He believed that the bank was going to charge him nominal fees for the transactions in question. However, he was outraged when he saw the fees that were actually charged by the bank for the cash withdrawals. In his opinion those were unusually high. He submitted his complaint to the financial service provider first, and then he turned to the *Hungarian Financial Arbitration Board (FAB, HU)* claiming that the financial service provider had no right to levy such high fees. The financial service provider stated during the process that the charged fees were in line with the applicable general terms and conditions and the bank's announcements. The FAB attempted to reach a mutually beneficial outcome for both parties, but the position of the parties did not change during the process. Therefore, the FAB concluded its procedure.

### Example 3: Contracts for Difference (CFD)

The *Portuguese Securities Market Commission (CMVM, PT)* received a complaint in relation to the automatic closing of CFD positions because of insufficiency of margin. The claimant alleged that they had transferred sufficient funds to prevent the automatic closing of the CFDs. There was also another complaint related to the closing of a CFD forex position. This complaint was associated with the Swiss National Bank's (SNB) sudden announcement that it would no longer hold the Swiss franc at a fixed exchange rate with the euro.



## ANNEX 1 — MEMBERS OF FIN-NET

### Members of FIN-NET (\* new members that joined in 2015 listing in the order of protocol)

#### Belgium

- 1 Ombudsman des Assurances / Ombudsman van de Verzekeringen  
*Insurance Ombudsman*
- 2 Ombudsfin

#### Czech Republic

- 3 Finanční arbitr České republiky  
*Financial Arbiter of the Czech Republic*

#### Denmark

- 4 Pengeinstitutankenævnet  
*Danish Complaint Board of Banking Services*
- 5 Realkreditankenævnet  
*Danish Mortgage Credit Complaint Board*
- 6 Ankenævnet for Forsikring  
*Danish Insurance Complaints Board*
- 7 Ankenævnet for Fondsmæglerselskaber  
*Complaint Board of Danish Securities and Brokering Companies*
- 8 Ankenævnet for Investeringsfonde  
*Danish Complaint Board of Investment Funds*

#### Germany

- 9 BVI's Ombudsstelle für Investmentfonds  
*Ombudsman Scheme for Investment Funds*
- 10 BaFIN - Schlichtungsstelle nach dem Kapitalanlagegesetzbuch  
*Arbitration Board according of BaFIN*
- 11 Schlichtungsstelle bei der Deutschen Bundesbank  
*Arbitration Board at the Deutsche Bundesbank*
- 12 Ombudsmann der privaten Banken  
*Ombudsman Scheme of the Private Commercial Banks*
- 13 Deutscher Sparkassen- und Giroverband (DSGV)  
*German Savings Banks Association*

- 14 Verband der Privaten Bausparkassen e.V. – Kundenbeschwerdestelle  
*Association of Private Bausparkassen – Customer Complaints System*
- 15 Ombudsmann der deutschen genossenschaftlichen Bankengruppe (BVR)  
*Ombudsman of German Cooperative Banks*
- 16 Ombudsmann der öffentlichen Banken Deutschlands (VÖB)  
*Ombudsman of German Public Sector Banks*
- 17 Ombudsmann private Kranken- und Pflegeversicherung  
*Ombudsman Private Health and Long-term Care Insurance*
- 18 Versicherungsombudsmann e.V.  
*Insurance Ombudsman*
- 19 Ombudsstelle Geschlossene Fonds e.V.(\*)  
*Arbitration Board of Closed-End Funds (\*)*

### **Estonia**

- 20 Tarbijakaebuste Komisjon  
*Consumer Complaint Committee*

### **Ireland**

- 21 Biúró an Ombudsman um Sheirbhísí Airgeadais  
*Financial Services Ombudsman's Bureau*

### **Greece**

- 22 Υπουργείο Ανάπτυξης – Διεύθυνση Ασφαλιστικών Επιχειρήσεων και Αναλογιστικής  
*Directorate of Insurance Enterprises and Actuaries of the Ministry of Development (until July 2015)*
- 23 Μεσολαβητής Τραπεζικών – Επενδυτικών Υπηρεσιών (Μ.Τ.Ε.Υ.)  
*Hellenic Ombudsman for Banking – Investment Services (H.O.B.I.S.)*

### **Spain**

- 24 Departamento de Conducta de Mercado y Reclamaciones del Banco de España  
*Market Conduct and Claims Department (Banco de España)*
- 25 Comisión Nacional del Mercado de Valores (CNMV)  
*Investor Assistance Office – Investors Department of the CNMV*
- 26 Servicio de Reclamaciones de la Dirección General de Seguros y Fondos de Pensiones (DGSFP)  
*Spanish Complaints Service of the Directorate-General of Insurance and Pension Funds*

## **France**

- 27 Médiateur de l'Autorité des Marchés Financiers (AMF)  
*AMF Ombudsman*
- 28 Le Médiateur de l'Assurance  
*Insurance Mediator*
- 29 Le Médiateur de l'Association française des Sociétés Financières (ASF)  
*Mediator of the French Association of Specialised Finance Companies*

## **Croatia**

- 30 Centar za mirenje pri Hrvatskom uredu za osiguranje  
*Mediation Centre at the Croatian Insurance Bureau*
- 31 Centar za mirenje pri Hrvatskoj Gospodarskoj Komori  
*Mediation Centre at the Croatian Chamber of Economy*

## **Iceland**

- 32 Úrskurðarnefnd í váttryggingamálum  
*Insurance Complaints Committee*
- 33 Úrskurðarnefnd um viðskipti við fjármálafyrirtæki  
*The Complaints Committee on Transactions with Financial Firms*

## **Italy**

- 34 Arbitro Bancario Finanziario (ABF)  
*ABF – Banking and Financial Ombudsman*
- 35 Ombudsman Bancario – Giuri bancario  
*Banking Ombudsman*
- 36 IVASS– Istituto per la Vigilanza sulle Assicurazioni  
*ISVAP – Supervisory body for insurance*

## **Liechtenstein**

- 37 Schlichtungsstelle zur Beilegung von Streitigkeiten bei der Ausführung von Überweisungen  
*Arbitration Board for the Settlement of Disputes concerning Cross-border Credit Transfers*
- 38 Liechtensteinischer Bankenombudsmann  
*Bank Ombudsman of Liechtenstein*

## **Lithuania**

- 39 Valstybinė vartotojų teisių apsaugos taryba/Lietuvos bankas  
*State Consumer Rights Protection Authority/Central Bank of Lithuania*

## **Luxembourg**

- 40 Médiateur en Assurances  
*Insurance Mediator*
- 41 Commission de Surveillance du Secteur Financier (CSSF)

## **Hungary**

- 42 Budapesti Békéltető Testület  
*Arbitration Board of Budapest*
- 43 Pénzügyi Békéltető Testület (PBT)  
*Financial Arbitration Board (FAB)*

## **Malta**

- 44 ‘Manager’ Għall-Ilmenti tal-Konsumatur, Awtorità għas-Servizzi Finanzjarji ta’ Malta  
*Consumer Complaints Manager, Malta Financial Services Authority (MFSA)*

## **Netherlands**

- 45 Klachteninstituut Financiële Dienstverlening (Kifid)  
*Financial Services Complaints Institute (Kifid)*

## **Norway**

- 46 Finansklagenemnda (FinKN)  
*Norwegian Financial Services Complaints Board*

## **Austria**

- 47 Gemeinsame Schlichtungsstelle der österreichischen Kreditwirtschaft  
*Joint Conciliation Board of the Austrian Banking Industry*

## **Poland**

- 48 Rzecznik Finansowy  
*Financial Ombudsman*
- 49 Bankowy Arbitraż Konsumencki  
*Banking Ombudsman*
- 50 Sąd Polubowny przy Komisji Nadzoru Finansowego  
*Arbitration Court at the Polish Financial Supervision Authority*

## **Portugal**

- 51 Centro de Arbitragem de Conflitos de Consumo de Lisboa  
*Lisbon Arbitration Centre for Consumer Conflicts*
- 52 Comissão do Mercado de Valores Mobiliários, CMVM  
*CMVM Portuguese Securities Market Commission*

## **Finland**

- 53 Kuluttajariitalautakunta  
*Consumer Disputes Board*
- 54 Pankkilautakunta – secretariat c/o Vakuutus- ja rahoitusneuvonta  
*Finnish Banking Complaints Board c/o Finnish Financial Ombudsman Bureau*
- 55 Arvopaperilautakunta – secretariat c/o Vakuutus- ja rahoitusneuvonta  
*Finnish Securities Complaints Board c/o Finnish Financial Ombudsman Bureau*
- 56 Vakuutuslautakunta – secretariat c/o Vakuutus- ja rahoitusneuvonta  
*Finnish Insurance Complaints Board c/o Finnish Financial Ombudsman Bureau*

## **Sweden**

- 57 Allmänna reklamationsnämnden (ARN)  
*National Board for Consumer Complaints*

## **United Kingdom**

- 58 Financial Ombudsman Service

**ANNEX 2 — COVERAGE OF THE FINANCIAL SECTOR BY FIN-NET MEMBERS**

Country	Banking	Payments	Insurance	Investments
Austria	FIN-NET	FIN-NET		FIN-NET
Belgium	FIN-NET	FIN-NET	FIN-NET	FIN-NET
Bulgaria				
Czech Republic	FIN-NET	FIN-NET	FIN-NET(*)	FIN-NET
Cyprus				
Denmark	FIN-NET	FIN-NET	FIN-NET	FIN-NET
Estonia	FIN-NET	FIN-NET	FIN-NET	FIN-NET
Finland	FIN-NET	FIN-NET	FIN-NET	FIN-NET
France	FIN-NET	FIN-NET	FIN-NET	FIN-NET
Croatia	FIN-NET	FIN-NET	FIN-NET	FIN-NET
Germany	FIN-NET	FIN-NET	FIN-NET	FIN-NET
Greece	FIN-NET	FIN-NET	FIN-NET	FIN-NET
Hungary	FIN-NET	FIN-NET	FIN-NET	FIN-NET
Iceland	FIN-NET	FIN-NET	FIN-NET	FIN-NET
Ireland	FIN-NET	FIN-NET	FIN-NET	FIN-NET
Italy	FIN-NET	FIN-NET	FIN-NET	FIN-NET
Latvia				
Liechtenstein	FIN-NET	FIN-NET		FIN-NET
Lithuania	FIN-NET	FIN-NET	FIN-NET	FIN-NET
Luxembourg	FIN-NET	FIN-NET	FIN-NET	FIN-NET
Malta	FIN-NET	FIN-NET	FIN-NET	FIN-NET
Netherlands	FIN-NET	FIN-NET	FIN-NET	FIN-NET
Norway	FIN-NET	FIN-NET	FIN-NET	FIN-NET
Poland	FIN-NET	FIN-NET	FIN-NET	FIN-NET
Portugal	FIN-NET	FIN-NET	FIN-NET	FIN-NET
Romania				
Slovenia				
Slovakia				
Spain	FIN-NET	FIN-NET	FIN-NET	FIN-NET
Sweden	FIN-NET	FIN-NET	FIN-NET	FIN-NET
United Kingdom	FIN-NET	FIN-NET	FIN-NET	FIN-NET

(\*) life insurance only