



AFFILIATION



FINANCIAL SERVICES OMBUDSMAN (FINSOM)

Affiliation

Any reference to the masculine also applies to the feminine.

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1 PURPOSE

1. Based on the Director's tasks and competences provided for in the by-laws, the present regulation sets out the **conditions for affiliation**. It supplements the by-laws.

2 SCOPE

2. These rules apply to:
 - a. Providers (*companies or employers*) that are affiliating or are affiliated to the Ombudsman Office (*FINSOM*).
 - b. Organisations that collect FINSOM's annual base tax.

3 Affiliation conditions

3. Providers whose activities are subject to some type of supervision¹ in the financial sector and providers that are members of the same financial group as the former, that are domiciled in Switzerland or that serve clients in Switzerland, may affiliate to FINSOM.
4. Except providers subject to Art. 77 FinSA², at the time of affiliation, providers subject to supervision must hold the necessary authorisation, registration or supervision to legally conduct their business in the financial sector.
5. The affiliation can be by legal obligation (*mandatory*)³ or by self-regulation (*voluntary*).
6. The affiliation is in the name of the provider (*individual affiliation*).
7. In principle, affiliation covers all the provider's activities (*full affiliation*). The provider may limit affiliation to activities subject to the FinSA (*partial affiliation*), provided it informs FINSOM and its clients accordingly.
8. The affiliation is for an indefinite period until *cancellation* (sec. 6), *resignation* (sec. 7) or *exclusion* (sec. 8).
9. The usual means of communication between FINSOM and the affiliated providers is by e-mail and the FINSOM website. FINSOM is also accessible by telephone and postal mail.
10. Affiliations, refusals and exclusions (sec. 8) are communicated to FINMA or the FinSA registration body (or FinSA Register) if affiliation is mandatory,⁴ and may be communicated to them if affiliation is voluntary.

¹ E.g. FINMA authorisation or registration, entry in an FinSA Register, SRO supervision or similar.

² They may be in the process of obtaining FINMA authorisation or registration in a FinSA Register at the time of affiliation.

³ Art. 77 FinSA

⁴ Art. 83 FinSA

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11. FINSOM may also exchange information not in the public with the FINMA, the supervisory organisation, the FinSA Register, the reviewing body and the FDF, provided that the information is useful for the performance of their tasks and that the confidentiality of mediation is respected.⁵
12. Affiliated providers are required to take the necessary organisational measures to integrate FINSOM into their complaint management process, comply with FINSOM regulations, and contribute to the efficient management of their affiliation and the efficiency of the mediation procedure.

4 Affiliation procedure

4.1 Affiliation

13. To affiliate, the provider simply needs submit the online affiliation form available on the FINSOM website or send it completed to FINSOM. There is no contract to sign.
14. It is possible to affiliate as of the current civil year (*immediate affiliation*) or in advance for the following civil year (*anticipated affiliation*).
15. By submitting the affiliation form, the provider becomes affiliated to *Commercial Mediation/FinSA*. It is possible to add *Workplace Mediation/EmpA*.
16. The accuracy of the data provided to FINSOM is the responsibility of the provider. It can be verified by FINSOM.
17. The affiliated provider must inform FINSOM of any changes to the registered data.

4.2 Invoicing

18. FINSOM invoices an annual base tax per *civil year* (01 January to 31 December) and possible procedural costs (*financial contributions*).
19. Financial contributions are published on the FINSOM website.
20. With reference to sec. 4.1, in the event of immediate affiliation, the first base tax is invoiced a few days upon receipt of the affiliation form. In the event of anticipated affiliation, the first base tax is invoiced at the beginning of the year following the date of registration.
21. After the first base tax, FINSOM will invoice the base tax at the beginning of each civil year and any procedural fees as they arise.
22. The annual base tax shall be invoiced directly to the affiliated provider, unless otherwise instructed under sec. 4.2.1 or 4.2.2.
23. For confidentiality reasons, any procedural costs will be invoiced directly to the affiliated provider.
24. FINSOM will send its invoices by e-mail according to the data registered by the affiliated provider.
25. Unless otherwise agreed, invoices are payable within 30 days.

⁵ Art. 88 FinSA

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4.2.1 Financial Group

26. A financial group may designate an entity in the group to pay the annual base tax of the affiliated entities of the group.

4.2.2 Collection by a third party⁶

27. FINSOM can appoint one or more third-party organisations to *collect* the annual base tax (sec. 4.2) and *transfer* it to FINSOM.

28. These third-party organisations will take the necessary measures to avoid any confusion between their activities or their relationships with providers and those of the Ombudsman Office⁷.

29. The termination of a relationship between a designated third-party organisation and a provider does not affect the latter's affiliation to the Ombudsman Office.

4.2.3 Outsourcing

30. For economic reasons, FINSOM may outsource its invoicing to a third-party provider independent of the financial sector.

5 Affiliate Duties

5.1 Duty to reply⁸

31. If a complaint is admitted to mediation, the affiliated provider must respond within 5 working days to the mandate to appear, invitations to take a position and requests for information from FINSOM or the mediator.

32. If the 5-day deadline is too short, the provider may request an extension provided it has a valid reason.

33. The provider is free to negotiate an agreement with the other party or to follow FINSOM's or the mediator's conclusions.

5.2 Duty to inform

34. FINSOM does not publish a list of affiliated providers. Public lists are maintained by FINMA or the FinSA registration body, for example.

35. The provider affiliated to Commercial Mediation/FinSA informs its clients of:

- a. Its partial affiliation (sec. 3), if applicable.
- b. The complaint procedure to be followed *before* contacting FINSOM in the event of dissatisfaction with the commercial relationship.
- c. The possibility of contacting FINSOM in the event of a refusal of a right asserted by the customer.

⁶ Art. 99 FinSO

⁷ Art. 3 let. d of the Unfair Competition Act.

⁸ *Duty to participate*, art. 78 FinSA.

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36. The provider affiliated with the Workplace Mediation/EmpA informs its employees of:
- The employer's and employees' obligation⁹ to contribute to managing work-related conflicts.
 - The internal procedure to be followed, if possible, *before* contacting FINSOM in the event of dissatisfaction with the employment relationship.
 - The possibility of contacting FINSOM in the event of difficulties in following the internal procedure (let. b) or in the event of a refusal of a right asserted by the employee.
37. The affiliated provider also informs clients or employees of:¹⁰
- FINSOM's Name and URL address.
 - The language(s) in which FINSOM can be accessed (FR, DE, IT and/or EN).
38. The postal address and/or telephone number indicated on FINSOM's website can be provided at the request of a client or employee.
39. Affiliated providers are requested not to publish FINSOM's email addresses or provide this data to clients, employees or other third parties.
40. Information must be provided, respectively for Commercial Mediation/FinSA or Workplace Mediation/EmpA:¹¹
- When entering a new business or employment relationship.
 - When a right asserted by the customer or employee is denied.
 - At any time upon request of a customer or employee.
41. The information is provided in an appropriate form. It may be made available in a standardised form on paper (e.g. information sheet) and/or electronically (e.g. website for Commercial Mediation/FinSA or intranet for Workplace Mediation/EmpA).¹²

5.3 Duty to finance

42. FINSOM's financial contributions respect the *principle of causality*.¹³
43. Affiliated providers are required to pay financial contributions (sec. 4.2).

6 Cancellation

44. If a provider subject to mandatory affiliation (sec. 3) does not obtain FINMA authorisation or registration in a FinSA register, the affiliation will be cancelled.
45. In the event of cancellation, upon request with proof of refusal by FINMA or the registration body, FINSOM will refund the annual base tax collected for the current civil year.

⁹ FC ruling 2C_462/2011 of 9.5.2012

¹⁰ Art. 79 para 2 et 75 para 5 FinSA

¹¹ Art. 79 al. 1 FinSA

¹² Art. 9 para 3 et 79 para 2 FinSA

¹³ Art. 80 FinSA and *Resolving disputes between consumers and financial businesses: Fundamentals for a financial ombudsman*, David Thomas and Francis Frizon for THE WORLD BANK, January 2012, p. 36-37.

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7 Resignation

- 46. The provider can resign each year until 31 December (*resignation deadline*).
- 47. Resignation must be announced in writing (by post or email).
- 48. The resignation must state the reason for resignation.
- 49. When an affiliated company resigns, the annual base tax is not reimbursed.
- 50. New requests for mediation will be processed until 31 December. Ongoing proceedings shall not be interrupted. The costs of the proceedings remain payable by the resigning company.

8 Exclusion

- 51. FINSOM *must* exclude an affiliated provider for the following reasons:
 - a. The provider is not fulfilling its obligations (sec. 5), despite several reminders.
 - b. FINSOM is unable to contact the provider by email, post or telephone, despite several attempts.
 - c. The provider no longer fulfils the requirements for carrying out its activities in the financial sector.
- 52. FINSOM *can* exclude an affiliated provider for other legitimate reasons.
- 53. The exclusion of a provider belonging to a group has no impact on the affiliation of other providers within the group.
- 54. The Director is competent to decide on exclusion.
- 55. In the event of exclusion, the annual base tax is not refunded.

9 Readmission

- 56. In the event of cancellation (sec. 6) or resignation (sec. 7), providers who meet the conditions of affiliation (sec. 3) may reaffiliate at any time.
- 57. In the event of exclusion (sec. 8), providers may reaffiliate if the following conditions are met:
 - a. It meets the conditions of affiliation (sec. 3).
 - b. It is not subject to prohibition to conduct business in the Swiss financial sector.
 - c. It settles any outstanding invoices.
- 58. Readmission is treated as a new immediate affiliation (sec. 4.1). Among other things, the base tax is invoiced.

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10 Complaints

59. In case of dissatisfaction, the provider may complain in writing to the Director, who will respond within 30 days.
60. If the provider is not satisfied with the Director's response, the company may address its grievances to the Federal Department of Finance (FDF).

11 ENTRY INTO FORCE

This regulation was adopted by the Director on **28 November 2025**. It is approved by the Federal Department of Finance (FDF).

If there are any difficulties of interpretation due to a difference between the French and English version of these by-laws, the French version prevails.