

Regulations for the Defense of the Customer of the Zurich Group in Spain and Participating Entities

Customer Advocacy Service

The Zurich Group's Customer Defence Regulations are structured as a single document that informs customers of the mechanisms that each of the Entities adhering to these regulations has for the defence of customers and users in their relations with each of these entities, when their complaints have not been assessed by the customer service office, centre or area.

The Regulation responds to the desire of the Member Entities to provide customers and users of the services of such insurance entities with suitable, accessible and specialised means to resolve issues that arise with maximum management efficiency.

In contrast to the processing incidences that are resolved by the attributions of the different management or customer service departments, related to the issue of policies, the collection of premiums, the processing of claims, etc., As well as complying with the legal provisions on customer service for financial services, they are presented as a conflict resolution mechanism, as a basic principle to improve the quality of service, and as a means to resolve quickly and with guarantees those cases in which a customer understands that there is a reason for claiming against the member company.

To resolve both complaints and claims, the Zurich Group relies on the Customer Defence Service, as an autonomous body separate from the structures of the Insurance Companies.

The approval of Order ECO/724/2004, of 11 March, on the Customer defence services of financial institutions, as well as the most recent regulations related to the guarantee of the rights of consumers and users, or others that may be developed in the same direction in the future, has decided the Zurich Group to renew its structure of services for the Defence of the Customer, introducing changes related to the simplification of claims mechanisms in the insurance field, and attributing only to the Customer Defence Service the responsibility for the resolution of claims, insofar as it consolidates itself as a specialised structure for assuming any type of complaint or claim that may be presented to it, suppressing in such an insurance field the figure of the Customer Ombudsman; It is an institution to which all recognition is owed in the promotion of customer service and to which, after a long journey, it has collaborated in the establishment of a solid culture of customer service management and protection, allowing the related activity to be concentrated in a single structure such as the CUSTOMER'S DEFENSE SERVICE.

The objective of this Service will be focused on increasing accessibility, simplification for the Customer and reduction of response times, maintaining a level of commitment to the Customer appropriate to the autonomy of resolution available to it.

The procedure described below will be managed by the CUSTOMER'S DEFENSE SERVICE, when dealing with complaints and claims to member Insurance Companies, with sufficient solidity to avoid making decisions affected by conflicts of interest.

The Regulations are structured in 6 chapters, which establish both the operating regime and the procedures for using the system, which are found in Chapter 3, number 3.3.

Customer Advocacy System

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CHAPTER 1 : Regulations for the Defence of the Client: Scope.

These Regulations contain the essential rules for the management and processing of complaints and claims submitted by Clients to the Entities that form part of the Zurich Group in Spain, are Participating Entities, or act as Branches, (hereinafter "Zurich Group in Spain"), have adhered to these Regulations, (hereinafter, individually considered, "adhered Entity").

The Zurich Group Insurance Companies in Spain, in order to protect the rights of their customers, by adhering to the Regulations, establish a conflict resolution system that guarantees that the complaints and claims presented are resolved in an agile and efficient manner, following a procedure with maximum transparency and accessibility.

In the event that the Entity so provides in the document of adherence to these Regulations, the system allows the Customer, once they have not been estimated by the offices, centres or customer service areas, to channel their complaints to the following institution:

- Customer Defence Service

It is a Service belonging to the Zurich Group in Spain, whose function will be the attention and resolution of the complaints and claims that are formulated against the adhered Entity. The Service operates with total autonomy from the other commercial or operational services of the respective organisations. The resolutions of this Service are fully accepted by the Entities.

This regulation complies with the requirements articulated in Ministerial Order ECO/734/2004, of 11 March, on the customer service departments and services of financial institutions, which develops chapter V of Law 44/2002, of 22 November, on measures of the financial system, and incorporates, for insurance companies, the modifications introduced in Law 26/2006, of 17 July, on the measurement of private insurance and reinsurance.

CHAPTER 2: Purpose of the Regulations for the Defence of the Client.

These Regulations for the Defence of the Client regulate the actions of the Customer Defence Service of the Companies of the Zurich Group in Spain that have expressly presented their adhesion to the same, in any complaints and claims that have not been estimated by the customer service area office, or customer dialogue centre, are formulated in accordance with what is set out below.

A Complaint is understood to refer to the operation of the financial services provided to users by the entities and presented due to delays, inattentions or any other type of action observed in the operation of the entity.

A Claim is understood to be a Claim: Those presented by users of financial services that reveal, with the intention of obtaining the restitution of their interest or right, specific facts referring to actions or omissions of the entities that imply for the person who formulates them a damage to their interests or rights due to breach of contracts, of the regulations on transparency and protection of customers or of good financial practices and uses.

In accordance with the foregoing, the action of the Customer Defence Service will be carried out in the terms indicated below:

CHAPTER 3 : The Customer Defence Service.

A single Customer Defence Service (hereinafter SDC) is constituted for the Entities Adhered to these Regulations, whose functions will be the attention and resolution of the complaints and claims that are formulated to the mentioned companies.

Appointment and removal of the Head of the Customer Defence Service.

a) Appointment.

The holder of the Customer Defence Service is appointed by the Boards of Directors of the Entities adhered to these Regulations, by the person or persons to whom said Boards have delegated such power or by the General Managers of the Branches if the adhered entities were so.

The person in charge of the Customer Defence Service shall be the person of commercial and professional honour with knowledge and experience suitable for the exercise of their functions.

Commercial and professional honor is due to those who have been observing a personal trajectory of respect to the mercantile laws or others that regulate the economic activity and the life of the businesses, as well as the good commercial and financial practices.

They have knowledge and experience adequate to the effects foreseen in the Ministerial Order ECO/734/2004, who have carried out functions related to the financial activity of the entities in question.

b) Cause of incompatibility and ineligibility.

A person who simultaneously performs functions in the commercial department, marketing, underwriting or processing of claims may not be elected head of the Customer Defence Service. Nor may anyone who is unable to carry out business in accordance with the provisions of article 13 of the Commercial Code hold the position of head of the Customer Service Department.

c) Duration.

Unless expressly revoked by the Entities adhered to these Regulations, or by modification thereof, the position is considered to be of an indefinite nature.

(d) Reasons for termination of office.

The Head of the Customer Defence Service shall cease to hold office by agreement of the Boards of Directors of the adhered Entities and of the General Managers of the Branches that have been attached to these Regulations. The position will also be terminated when one of the following causes occurs: termination of the employment relationship, change to an incompatible

professional activity, supervening incapacity or loss of the requirements that condition their eligibility.

Should the vacancy occur for any reason, the adhered Entities must appoint a new Head of the Customer Defence Service in order to ensure the continuity and proper functioning of the institution.

3.2. Scope of intervention of the Customer Defence Service.

The Customer Defence Service will deal with and resolve claims and complaints, presented directly, or by means of representation, by all natural or legal persons, Spanish or foreign, who meet the condition of user of the services provided by the Companies adhered to these Regulations, when such complaints or claims refer to their legitimate rights and interests, whether they derive from the regulations on transparency and protection of customers, and from their condition as policyholders, insured persons, beneficiaries and beneficiaries of one or the other, as well as from the quality of injured third parties.

Likewise, the Customer Defence Service, in accordance with Law 26/2006 on Private Insurance and Reinsurance Mediation, will deal with and resolve the complaints and claims that customers of the aforementioned Insurance Companies may present in relation to the actions of their insurance agents and bank-insurance operators.

3.3. Procedure for the presentation, processing and resolution of complaints and claims before the Customer Defence Service.

a) Scope of the procedure.

Processing of complaints and claims in accordance with the provisions of these Regulations, provided that they have not been previously resolved by the department, office or service that is the object of the claim.

- Deadline for submission of complaints and claims:

Complaints shall be submitted within two years following the date on which the Client became aware of the facts causing the complaint or claim or, where appropriate, until the action for judicial claim is statute-barred.

- Deadline for the resolution of complaints and claims:

The customer's defence service will have a legal period of two months to dictate the resolution from the presentation of the complaint or claim, the claimant being able from the end of this

period to go to the claims service of the Directorate General of Insurance and Pension Funds, where appropriate.

Without prejudice to the foregoing, and as a result of adherence to the guide of good internal resolution practices of claims promoted by the sector by the employer UNESPA, we voluntarily assume the following commitments:

- Resolve, within a maximum period of one month, the complaints and claims made by policyholders, insureds, beneficiaries and third parties affected by the customer's defence department or service.
 - When it is not possible to respond within this period, we will inform the claimant of the causes of the delay and indicate when the investigation is likely to be completed and the claim resolved.
- b) Form, content and place of submission of complaints and claims.
- 1) Complaints and claims can be presented personally or by means of a representative, in writing, before any Office open to the public of the Entity object of the complaint or claim or directly in the SDC at the address indicated by the adhered Entities.
 - 2) The document/form in which the complaint or claim is presented shall be recorded:
 - a) Name, surname and address of the interested party and, if applicable, of the person representing him, duly accredited; number of the national identity document for natural persons and data referring to the public register for legal persons.
 - b) Reason for the complaint or claim, with a clear specification of the issues on which a pronouncement is requested.
 - c) Office or offices, department or service where the events that are the object of the complaint or claim took place.
 - d) That the claimant has no knowledge that the subject matter of the complaint or claim is being substantiated through an administrative, arbitral or judicial procedure.
 - e) Place, date and signature
 - f) The claimant must provide, together with the document containing the data from the previous letters, the documentary evidence in his possession on which his complaint or claim is based.
 - g) Admission for processing.

1. Reception:

Once the complaint or claim has been received by the Entity, in the event that it has not been resolved by the office or centre that is the object of the complaint or claim, it will be sent to the SDC.

The computation of the term for the resolution of the complaint will count from its formulation before the SDC.

In any case, receipt shall be acknowledged in writing, recording the date of presentation for the purpose of calculating said period.

2. Period of suspension of the procedure for the correction of errors:

In the event that the claimant has not provided sufficient proof of identification, or the facts which are the object of the complaint or claim cannot be clearly established, the signatory of the complaint or claim shall be required to complete the documentation submitted within ten days, informing the signatory that if the request is not completed, the complaint or claim shall be filed without further processing.

The period used by the claimant to correct errors in the previous paragraph shall not be included in the calculation of the two-month period provided for the resolution of complaints and claims before the SDC.

3. Reasons for non-admission for processing:

a) The omission of essential data for the processing that could not be corrected, including the lack of specification of the reason for the complaint or claim.

b) When the intention is to process as a complaint or claim, appeals or different actions whose knowledge is within the competence of the administrative, arbitral or judicial bodies, or the same is pending resolution or litigation or the matter has already been resolved in those instances.

c) When the facts, reasons and request in which the issues object of the complaint or claim are specified do not refer to specific operations or do not comply with the requirements established in section 2 of article 2 of Ministerial Order ECO/734/2004.

d) When complaints or claims are formulated that reiterate other previous resolved ones, presented by the same client in relation to the same fact.

e) When the period for the presentation of complaints and claims established in the operating regulations has elapsed.

f) Complaints and claims based on the activities of Insurance Agents or Insurance Banking Operators when they carry out mediation activities for Entities not adhering to these Regulations.

4. Communication of non-admission or abstention to the interested party.

The interested party shall be informed of the non-admission or abstention of the preceding paragraphs, by means of a reasoned decision, giving it a period of ten calendar days to present its allegations. When the interested party has replied and the grounds for inadmissibility are maintained, he shall be informed of the final decision taken.

d) Processing.

Once the admission for processing has been produced, the file containing all the documentation generated up to the admission, as well as the documentation compiled after the admission, shall be opened.

The SDC may, in the course of processing the files, both of the claimant and of the different departments and services of the affected entity, collect any data, clarifications, reports, elements of evidence they consider pertinent, as well as the allegations of the Department or Service that is the object of the claim, in order to finally adopt its decision.

e) Acceptance and withdrawal.

If, in view of the complaint or claim, the entity, department or service considers the acceptance or the withdrawal to be appropriate, it must notify the SDC.

In this case, the SDC may require, from the Entity object of the complaint, the greatest diligence in the execution of the necessary procedures for compliance.

Once these obligations have been fulfilled, the corresponding supporting documents must be sent to the SDC.

Such justification shall not be necessary when there is an express withdrawal on the part of the claimant.

Both in the case of an acceptance as well as in the case of withdrawal mentioned above, the SDC will proceed to the conclusion of the procedure and to the filing of the file without further processing.

f) Termination and notification.

1.-The defence service of the client will have a legal period of two months to dictate the resolution to count from the presentation of the complaint or claim, being able the claimant from the end of this period, to go to the service of claims of the Directorate General of Insurance and Pension Funds, in its case.

Without prejudice to the foregoing, and as a result of adherence to the guide of good internal resolution practices of claims promoted by the sector by the employer UNESPA, we voluntarily assume the following commitments:

-Resolve, within a maximum period of one month, the complaints and claims made by policyholders, insureds, beneficiaries and third parties affected by the customer's defence department or service.

- When it is not possible to respond within this period, we will inform the claimant of the causes of the delay and indicate when the investigation is likely to be completed and the claim resolved.

. For the calculation of this period, the time taken by the claimant to complete the documentation in accordance with Article 3.3.c-2 of these Regulations shall not be taken into account. The decision shall be notified to the parties within a maximum of ten calendar days from its date.

In the event that the decision deviates from the criteria expressed in previous similar cases, the reasons justifying them must be provided.

2. The decision shall be notified to the interested parties within ten calendar days from its date, in writing or by computer, electronic or telematic means, provided that these allow the reading, printing and conservation of the documents and meet the requirements of Law 59/2003, of 19 December, on electronic signatures, as expressly designated by the claimant and, in the absence of such indication, through the same means in which the complaint or claim was filed.

3.- The decision of the SDC in favour of the complaint shall be binding on the Entities complained of. This linkage / connection / dependency shall not be an obstacle to full judicial protection, to recourse to other dispute resolution or arbitration mechanisms, nor to the exercise of administrative control and supervision functions.

The affected entity shall execute the decision as soon as possible, which may never exceed thirty calendar days.

4.- When the decision is unfavourable to the claimant, or in the event of disagreement with it, or after the two-month period provided for in paragraph 1.- above has elapsed without being notified of the decision, the claimant may go to the Claims Service of the Directorate General of Insurance and Pension Funds. This power of the Client shall be expressly mentioned in the decision.

CHAPTER 4 : Relationship with the Claims Service of the "Dirección General de Seguros y Fondos de Pensiones".

For all the Entities adhered to these Regulations, the Customer Defence Service shall attend to the requirements or notifications that the Claims Service of the Directorate General of Insurance and Pension Funds may make to them in the exercise of their functions, through the Partner appointed to the Claims Service of the Directorate General of Insurance and Pension Funds, or through the Holder of the Customer Defence Service.

CHAPTER 5 : Annual Report.

Within the first quarter of each year, the Customer Defence Service shall submit to the Board of Directors or equivalent body or to the General Management of the Branch of the member entities, as the case may be, an explanatory report on the development of its function during the previous financial year, in accordance with article 17 of Order ECO/734/2004 of 11 March.

A summary of this report will be included in the Entities' Annual Report.

CHAPTER 6 : Procedure for additions to or deletions from the Regulations

In order to be governed by these Regulations, the Entity that so requests, in addition to being part of the Zurich Group in Spain, or being participated in by one of the Entities of said Group, or being Zurich Insurance plc, Sucursal en España, or another insurer in right of establishment of the Zurich Group, must present a written adhesion to the same indicating the express acceptance of these Regulations for the Defence of its Clients and the Holder of the Service. The document of adhesion must be signed by the board or by the person authorised by the aforementioned body. In the case of a Branch, the adhesion document must be signed by the General Manager of the Branch.

The document of adhesion must also be presented to the ILMO. SR: Director General of Insurance and Pension Funds of the Directorate General of Insurance and Pension Funds of the Ministry of Economy and Competitiveness.

In order to deregister from these Regulations, a written request for deregistration must be submitted with the same requirements as the aforementioned membership document.

In addition, if the cancellation is requested, the conditions of the same must be expressly marked, contemplating aspects such as the date, means available for the management of the files in process, and the custody of the files closed during the adhesion, as well as indication of who assumes the preparation of the report or the part of the annual report of the Client's Defence, among others, with the purpose of producing in any case a transit that allows both the fulfillment of the rules applicable to the services, as well as the adequate management of the claims.