

**ADMIRAL EUROPE  
COMPAÑÍA DE  
SEGUROS, S.A.U.  
Customer  
Defence Service**

Regulations (AECS)

## Contents

0. Preamble.....	3
1. Purpose and competences of the Customer Defence Service.....	4
2. Procedure for the presentation, processing and resolution of complaints.....	6
3. Holder of the Customer Defence Service .....	9

## 0. Preamble

Pursuant to the provisions of Law 44/2002 of 22 November on Financial System Reform Measures and the provisions of Order ECO 734/2004 of 11 March on customer service departments and services and the customer ombudsman of financial institutions, the Admiral Group and, specifically, the Directorate General of Admiral Europe Compañía de Seguros, S.A.U. (General Directorate of Admiral Europe Compañía de Seguros, S.A.U.). (hereinafter, AECS) constitutes the Customer Defence Service, which is configured as an autonomous and independent department in the exercise of its functions and approves these Regulations with the aim of offering a service that resolves complaints and claims in an efficient and satisfactory manner.

In the Admiral Group, we believe that the most effective way to deal with our customers' complaints and claims is to act as closely as possible to them, by means of a rigorous study and resolution in accordance with the law, of the cases to which they give rise.

# 1. Purpose and competences of the Customer Defence Service

- 1.1. This Regulation for the Defence of the Customer regulates the activity of the Customer Defence Service of the AECS entity, in accordance with the provisions of ORDER ECO/734/2004, of 11 March, on customer service departments and services and the customer ombudsman of financial institutions.
- 1.2. The purpose of the entity's Customer Defence Service is to deal with and resolve complaints and claims submitted by its customers in relation to the actions of the AECS insurance company, in accordance with the provisions of article 44 of the mediation law.
  - a. Complaints are understood to be those referring to the operation of the services provided by the Company to users, such as delays, inattentions, or any other type of action observed in its operation.
  - b. Claims are understood to be those presented by policyholders, insured persons, beneficiaries, injured third parties, or rights holders of any of them, who demonstrate, with the intention of obtaining the restitution of their interest or right, specific facts referring to actions or omissions of the Company, which imply for the person formulating them, a damage to their interests or rights due to breach of the contracts, of the applicable legal regulations, or of good financial practices and uses.

Any matter submitted to or resolved by a judicial, administrative or arbitral decision shall be excluded.

- 1.3. All individuals who are users of financial services are entitled to lodge complaints and claims, provided that they relate to their legally recognised interests and rights, whether they derive from contracts with AECS, from transparency and customer protection regulations or from good financial practices and uses, in particular from the principle of equity. For the purposes of the insurance contract, customers or users of financial services are considered to be policyholders, insured persons, beneficiaries, injured third parties and assignees of any of them.
- 1.4. The period for the presentation of complaints and claims will be 2 years, starting from the date in which the customer had knowledge of the facts causing the complaint.

The customer must prove, where appropriate, that he did not have the opportunity to know the facts subject to complaint prior to that period, if it exceeds the date of the facts.

In this regard, the Service will acknowledge receipt in writing, and will record the date of submission for the purposes of calculating that period.

- 1.5. The Customer Defence Service has a legal period of two months, starting from the presentation of the complaint before it, to issue a pronouncement. However, this Customer Defence Service is adhered to the Guide to Good Practices for the Internal Resolution of Complaints, by which the entity undertakes to resolve complaints and claims within a maximum period of one month. If it is not possible to respond within the specified time, the Customer Defence Service must inform the complainant of the causes of the delay or indicate when the investigation is likely to be completed and the complaint resolved.

- 1.6. All the services and departments of the entity have the duty to provide the Customer Defence Service with any information requested in relation to the exercise of its functions.
- 1.7. AECS has the following information at the disposal of its customers on its web pages:
- The existence and functions of a customer defence service with indication of the customer's postal and e-mail address.
  - The obligation on the part of the entity to deal with and resolve the complaints and claims presented by its customers, within two months of their presentation to the customer's Defence Service.
  - Reference to the Commissioner for the protection of the Insured person, specifying their postal and electronic address and the need to exhaust the ways of the customer's defence department or service in order to be able to formulate complaints and claims before the Commissioner.
- 1.8. The person in charge of the relationship with the Defence Commissioner of the Insured shall be the Head of the Defence Service of the Customer and shall comply with the requirements that the Commissioner may carry out in the exercise of his functions.
- 1.9. Annually, the Customer Defence Service of the entity will prepare the AECS Customer Defence Service Report, before the end of the first quarter of each year, an explanatory report on the development of the activity during the previous year will be presented to the General Management, reflecting:
- Statistical summary of complaints and claims handled.
  - Summary of resolutions both in favor of AECS and unfavourable to the entity
  - Parameters and general decision criteria.
  - Recommendations and suggestions for study and analysis.

## 2. Procedure for the presentation, processing and resolution of complaints.

- 2.1. Complaints may be submitted to the Customer Defence Service, at the entity's office, at the e-mail address set up by the entity for this purpose, or by means of the fax number set up for this purpose.
- Postal Address: Customer Defence Service, of Admiral Europe Compañía de Seguros, S.A.U. (AECS), Calle Albert Einstein, 10, 41092 - Sevilla.
  - E-mail address: [reclamaciones@admiral.es](mailto:reclamaciones@admiral.es)
- 2.2. Complaints may be presented in person or by proxy, on paper or by computer, electronic or telematic means, provided that these allow the documents to be read, printed and kept.
- 2.3. The procedure shall be initiated by the submission of the complaint form. The entity will have printed forms in its offices for the formulation of complaints, as well as on the mediator's website. However, the entity will accept complaints that meet the requirements set out below:
- Name, surname and address of the interested party and, where appropriate, of the person representing him, duly accredited; number of the national identity card for natural persons and data referring to the public register for legal persons.
  - Policy or contract number.
  - The reason for the complaint, with a clear specification of the issues on which a pronouncement is requested.
  - Department or service where the events that are the object of the complaint took place.
  - When the claimant has no knowledge that the subject matter of the complaint is being substantiated through an administrative, arbitral or judicial procedure.
  - Place, date and signature of the claimant, or his representative, after documentary proof of order or authorisation.

The claimant must provide, together with the above document, the documentary evidence in his possession on which his complaint is based.

Once the complaint has been received by the entity, in the event that it has not been resolved in favour of the customer by the service or department that is the object of the complaint, it will be sent to the Customer's Defence Service.

Once the complaint has been received by the Customer Defence Service, the file will be opened. The complaint will be presented only once by the interested party without being able to demand its repetition before different bodies of the entity.

In the event that the identity of the claimant is not sufficiently accredited, or the facts which are the object of the complaint cannot be clearly established, the signatory will be required to complete the documentation sent within ten calendar days, with a warning that if this is not done, the complaint will

be filed without further processing. The period used by the claimant to correct these errors will not be included in the calculation of the period of two months that the Customer Defence Service has to issue a pronouncement on the complaint.

2.4. The Customer Defence Service may only reject the admission for processing of complaints and claims in the following cases:

- When essential data are omitted for the processing that cannot be rectified, including cases in which the reason for the complaint is not specified.
- When the intention is to process as a complaint, appeals or different actions whose knowledge is within the competence of administrative, arbitral or judicial bodies, or the same is pending resolution or litigation or the matter has already been resolved in those instances.
- When the facts, reasons and request in which the issues object of the complaint are specified do not refer to specific operations or do not comply with the requirements established in section 2 of article 2 of ORDER ECO/734/2004.
- When complaints are formulated that reiterate other previous resolved ones, presented by the same customer in relation to the same facts.
- When the period of 2 years has elapsed from the date in which the customer had knowledge of the facts causing the complaint.
- When a complaint is deemed inadmissible for any of the above reasons, the interested party shall be informed by means of a reasoned decision, giving him or her a period of ten calendar days to present his or her arguments. When the interested party answers and the grounds for inadmissibility are maintained, he/she shall be informed of the final decision taken. In the event that the complaint is again inadmissible, the interested party may address the Commissioner of the Insured's Ombudsman.
- When there is knowledge of the simultaneous processing of a complaint and of an administrative, arbitral or judicial procedure on the same matter, the interested party must abstain from processing. In this case, the Customer Defence Service will inform the interested party of the cessation of the proceedings.

2.5. The Customer Defence Service may collect any data, clarifications, reports or evidence it deems pertinent in order to adopt its decision during the processing of the files, both of the claimant and of the different departments and services of the entity.

2.6. If, in view of the complaint, the entity rectifies its situation with the claimant to the satisfaction of the latter, it must communicate it to the competent body and justify it in documentary form, unless there is an express withdrawal by the interested party. In such cases, the complaint will be filed without further processing.

Interested parties may withdraw their complaints and claims at any time. Withdrawal shall result in the immediate termination of the proceedings in relation with the interested party.

- 2.7. The file may legally be finalized within a maximum period of two months, starting from the date on which the complaint was presented to the Customer Defence Service. However, this Customer Defence Service is adhered to the Guide to Good Practices for the Internal Resolution of Complaints, by which the entity undertakes to resolve complaints and claims within a maximum period of one month. If it is not possible to respond within the specified time, the Customer Defence Service must inform the complainant of the causes of the delay and indicate when the investigation is likely to be completed and the complaint resolved.

The decision shall always be reasoned and shall contain clear conclusions on the request made in each complaint, based on the contractual clauses, the applicable rules of transparency and customer protection, as well as good financial practices, and shall indicate to the interested party the rights he or she has. If the decision deviates from the criteria set out in previous similar dossiers, reasons must be given.

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, as expressly designated by the claimant and, in the absence of such indication, through the same means in which the complaint has been presented.

- 2.8. After resolution by the AECS Customer Defence Service, if the insured is not satisfied with the resolution given to his claim, he may contact the Commissioner for the Defence of the Insured, at the General Directorate. Address: Seguros y Fondos de Pensiones, P<sup>o</sup> Castellana 44, 28046, Madrid.

This information about the faculty that assist the complainant to contact the Commissioner shall be expressly stated in the resolution. He/she may also can contact the Commissioner in the event that there is no express decision by the Service after the expiry of the legal period of 2 months from the date of acknowledgement of receipt of the complaint or, where the complaint has been rejected or inadmissible, in whole or in part.

### 3. Holder of the Customer Defence Service

- 3.1. The holder of the Customer Defence Service must be a person of commercial and professional honour, with adequate knowledge and experience to exercise his or her functions.
- 3.2. The Head of the Customer Defence Service will be appointed by AECS Board.
- 3.3. The term of office of the Head of the Customer Defence Service shall have an annual duration and shall be renewed for periods of equal duration. The term of office shall be deemed to be extended if, within two months before the end of each extension, there is no express objection by either party.
- 3.4. The following will be causes of incompatibility and ineligibility of the Holder of the Customer Defence Service:
  - Be incapable of doing business in accordance with Article 13 of the Commerce Code.
  - Simultaneously perform a job for other financial institutions outside the group.
  - Simultaneously hold the position of Customer Ombudsman for any financial institution.
  - Simultaneously perform functions in the organization's other commercial or operational services (marketing activities, commercial activities, underwriting of policies or processing of claims in the Company).
  - Have a criminal record for intentional offenses or crimes
- 3.5. The Head of the Customer Defence Service will be dismissed by the General Management of the entity. The following shall be grounds for the termination of the Holder of the Customer Defence Service:
  - Incurring in any cause of incompatibility or ineligibility.
  - Retirement
  - Absolute inability to work for the current profession.
  - Termination of the employment relationship
  - Agreement of the Directorate General
  - Resignation duly accepted.
- 3.6. The Head of the Customer Defence Service shall cease to exercise his functions when, after his appointment, he incurs in any of the causes of incompatibility or cessation mentioned above.
- 3.7. The termination shall occur automatically as soon as the Company becomes aware of this fact, appointing the new Holder as soon as possible and, in any case, within 15 days of the vacancy.

- 3.8. Agreed and approved by the Directorate General of Admiral Europe Compañía de Seguros S.A.U., José Antonio Suárez Ruiz, as Head of the Customer Defence Service, with address for notification purposes at Calle Albert Einstein, 10, 41092, Sevilla.
- 3.9. As established in the Ministerial Order ECO 734/2004, of 11 March, the appointment of the Head of the Customer Defence Service, and any modification made, shall be communicated to the Commissioner for the Defence of the Insured and the appointment of the Participant in the Pension Plan shall be communicated to the Directorate General of Insurance and Pension Funds.