

# CONDITIONS FOR IBERDROLA PAYMENT PROTECTION INSURANCE

#### 1.- INFORMATION PROVIDED BEFORE PURCHASING THE INSURANCE

### INFORMATION ON INSURANCE COMPANIES

This insurance product is underwritten by METLIFE EUROPE d.a.c. Spanish Branch and by METLIFE EUROPE INSURANCE d.a.c. Sucursal en España both with headquarters at Avenida de los Toreros, n°3, 28028 Madrid. Both entities are jointly referred to as MetLife.

METLIFE EUROPE d.a.c. Spanish Branch (hereinafter METLIFE EUROPE), with Tax ID Number: W-0072536-F, registered at the General Directorate of Insurance under code E-0208.

MetLife Europe Limited provides the following cover: Death, total and permanent disability, temporary disability, and hospitalisation.

**METLIFE EUROPE** is a legally constituted company established in Ireland, with headquarters at "20 On Hatch", Lower Hatch Street, Dublin 2 (Ireland), registered in the Irish Trade Register under number 415123 and with Irish Tax ID Number IE-6435123T.

**METLIFE EUROPE d.a.c. Spanish Branch (hereinafter METLIFE EUROPE INSURANCE)**, with Tax ID Number: W-0072537-D, registered at the General Directorate of Insurance under code E-0209.

**METLIFE EUROPE INSURANCE** underwrites the Unemployment cover.

**METLIFE EUROPE INSURANCE** is a legally constituted company established in Ireland, with headquarters at "20 On Hatch", Lower Hatch Street, Dublin 2 (Ireland), registered in the Irish Trade Register under number 472359 and with Irish Tax ID Number IE-9703775K.

The authority governing **METLIFE EUROPE** and **METLIFE EUROPE INSURANCE** is the Central Bank of Ireland, with headquarters at North Wall Quay, Spencer Dock, PO Box 11517. Dublin 1 - Ireland-).

You can view MetLife's solvency and financial condition report on the MetLife website (www.metlife.es).

### INFORMATION ABOUT THE BROKER

The exclusive METLIFE agent shall be MetLife **Iberdrola Servicios Energéticos S.A.U.** (hereinafter the BROKER) with Tax ID Number: A-85957520, with headquarters in Madrid, C/ Tomás Redondo, nº 1 CP 28033 and registered in the registries of the General Directorate of Insurance and Pension Funds (www.dgsfp.mineco.es) under number E0208A85957520.

The Broker's advice is intended to help in the purchase of a MetLife insurance product or assist in managing a claim on an insurance product purchased through the Broker. The Broker is not obliged to make an objective analysis of other insurance products offered in the market and is able to recommend the one it understands to be best suited to clients, depending on their circumstances.

### CLAIMS

If you would like to file a complaint or claim, you may do so through MetLife's Customer Services. Their Regulations are available at their offices or on the website at www.metlife.es. To communicate with Customer Services, you must send a written communication, either by post to the address of the entity, or by email (servicioclientes.spain@metlife.es).

In the event of conflict or disagreement, provided that proof is provided that two months have elapsed since the claim was submitted without resolution by MetLife's Customer Services, or in the event of disagreement over the claim, administrative claims proceedings may be filed with the Claims Service of the General Directorate of Insurance and Pension Funds (Paseo de la Castellana, n° 44, CP 28046 -Madrid-; email: reclamaciones.seguros@mineco.es, Virtual Office: oficinavirtual.dgsfp@mineco.es).

Nevertheless, in general, all disputes will be resolved by the competent judges and courts.

### **DATA PROTECTION POLICY**

Regarding the processing of your data, the Broker informs you that METLIFE EUROPE and METLIFE EUROPE INSURANCE in their role as the insurers, and IBERDROLA CLIENTES, S.A.U., as promoters of the group insurance, are responsible for the processing of your data relative to the payment protection insurance. The Broker will act as the processor of your data

You may contact the MetLife Data Protection Officer either by means of a written communication addressed to the registered office of MetLife, indicating in the reference "Data Protection Officer", or by email addressed to datospersonales@metlife.es

### For what purposes will your personal data be processed?

Processing will be automated, and the data will be processed for the following purposes:

- To carry out a risk assessment of your application.
- To enforce compliance and implementation of the contractual relationship.
- To carry out actions to prevent, detect and prosecute fraud.
- To exercise the rights of the owners of said data.

### Under what authority is the data processed?

- Pursuant to the execution of a contract.

### Who are the recipients of your data?

Your personal data will be processed by the data controllers while the service

contracted by you subsists.

Your data may be disclosed to the insurance broker, Iberdrola Servicios Energéticos S.A.U., for the purposes indicated above. It may also be disclosed to institutions that collaborate with the insurance sector for statistical purposes and to combat fraud, as well as to persons or entities for risk assessment purposes, to investigate accidents, or for co-insurance or reinsurance purposes.

#### How long is your data stored?

Your personal data will be stored throughout the duration of the service contracted; notwithstanding the corresponding blocking obligations in accordance with current regulations, and will only be made available to Judges and Courts. When said blocking period has elapsed, your personal data will be eliminated.

### What are your rights?

You may exercise, either by means of a written notice addressed to METLIFE, Avda. de los Toreros, 3 28028 - Madrid, or by e-mail (datospersonales@metlife.es), indicating in the reference "Data Protection", attaching a photocopy of your national identification document, at any time and free of charge, the following rights:

- To revoke the consent given for the processing of your personal data. To this end, please note that the revocation of the consent given for the processing of your personal data will imply the termination of the contractual relationship between the parties.
- To revoke any other consent given.
- To obtain information on whether or not your personal data is being processed.
- To access your personal data.
- To correct inexact or incomplete data.
- To request the elimination of your data when, inter alia, the data is no longer necessary for the purposes for which it was collected.
- To limit the processing of your data when any of the conditions established in the data protection legislation is present.
- Under certain circumstances, and for reasons related to your specific situation relative to the processing of your data, you may challenge the processing of your data
- To request the portability of your data.
- To file a claim with the Spanish Data Protection Agency, to be sent to the following address: Calle Jorge Juan, 6, 28001 Madrid, when you believe that the company METLIFE has infringed upon your rights as bestowed by the data protection regulation.

Notwithstanding the foregoing, the concerned party may, at any time, contact the Data Protection Officer of METLIFE, whose contact details are datospersonales@metlife.es

If you require further information please check our Privacy Policy at www.metlife.es or request a copy of the same by calling 900 201 040, between 9 a.m. and 9 p.m. from Monday to Friday, and we will forward it to the indicated address.

### LEGISLATION APPLICABLE TO THE INSURANCE CONTRACT

This policy is governed by the Law 50/1980, of 8 October, on Insurance Contracts, by Law 20/2015, of 14 July, on the ordination, supervision and solvency of insurance and reinsurance undertakings, by Royal Decree 1060/2015 on the organisation, supervision and solvency of insurers and reinsurers, as well as by what is agreed in the General, Special and Particular Conditions of the contract and by the rules that may substitute or modify the regulations in force in the future.

Likewise, Law 22/2007, of 11 July, on distance marketing of consumer financial services will be applicable.

### RIGHT OF DISCONTINUANCE

The Insured Party is entitled to opt out of this Insurance Contract within thirty calendar days following receipt of this contractual documentation. Discontinuance shall be by phoning 900 225 235.

## 2.- SUMMARY OF THE SPECIFIC CONDITIONS OF THE IBERDROLA PAYMENT PROTECTION INSURANCE

The purpose of this Summary of Conditions of the IBERDROLA Payments Protection Insurance consisting in the adherence of the Iberdrola Supply Contract customer (hereinafter the "Policyholder" or "Insured Party") to the Group Policy promoted between IBERDROLA CLIENTES, S.A.U. (hereinafter, "IBERDROLA") and the Insurance Companies (hereinafter METLIFE), to benefit from cover with the scope and conditions described below. The aforementioned policies are in the possession of the Promoter of the Insurance and METLIFE and freely available to the Insurence and Method website, www.iberdrola.es, Products and Services, Billing and Payment Services, Payment Protection, in the Terms and Conditions tab.

As the Underwriter of the Insurance, and always acting in the best interests of the Insured Parties, IBERDROLA may seek to modify the terms and conditions of the Group Policy or replace the Insurance Companies, duly communicating such changes to the Insured Parties.

### PROMOTER OF THE INSURANCE

The promoter of the Insurance Policy shall be IBERDROLA CLIENTES, S.A.U., with Tax ID Number: A-95758389, registered address at Plaza Euskadi 5, 48009 Bilbao (Bizkaia) and address for taxation purposes at C/Tomás Redondo 1, 28033 Madrid.



#### BENEFICIARY OF THE POLICY

The Beneficiary for all cover shall irrevocably be IBERDROLA CLIENTES, S.A.U. The amount of compensation shall be used by IBERDROLA to create a credit in the electricity and/or natural gas Contract held by the Insured Party and covered by the insurance. In the case of cover for Death, in the event of the absence of other family members of the Insured Party living in his or her home, the referred to benefit may be used, but only by one of his or her legal heirs and for the aforementioned supply or another Iberdrola supply.

### PREMIUM AND PREMIUM PAYMENT

The Policyholder/Insured Party agrees to take responsibility for making premium payments, the amounts of which are established in the Particular Conditions of the Contract. The price shall be updated annually according to the variation of the Consumer Price Index (hereinafter CPI) on 1 January of subsequent years while the contract is in force, with the variation corresponding to the RPI, including the reassessment of the insured capital. The CPI shall be calculated according to the actual accrued value, for the November-to-November period of the year before the application of the increase, of the general CPI published by the Spanish National Institute for Statistics.

The insurance is established through the payment of individual monthly, bimonthly, or tri-monthly premiums for each of the Insured Parties based on the appropriate rates. The premium will be included in the electricity and/or gas invoice.

#### CONTRACT DURATION

The cover provided by this Policy shall become effective, as long as the Insured Party fulfils the Conditions for Membership, on the same day as the supply of electricity and/or natural gas contract held with IBERDROLA, and to which the insurance is linked, becomes effective, except if the insurance has been contracted for a date after the supply of electricity and/or natural gas, in which case cover will become effective at the time this Insurance is Contracted.

This insurance shall remain current as long as: the collective policy is in effect (in the event of cancellation of the collective policy, the cover for each individual Insured Party shall be cancelled on the same date as the end of the corresponding cover period with the last premium payment by the Insured Party); the premium is paid; no compensation has been paid out as a result of the cover for death, or total and permanent disability; the supply contract remains current; and the Insured Party is younger than the maximum age stipulated in each one of the policies. The Insured Party is authorised to cancel the insurance whenever they deem appropriate, on provision of at least 30 days notice in writing.

### CONDITIONS FOR TERMINATION OF THE CONTRACT

Membership of the Collective Policy shall be terminated as a result of:

- Non-payment of the Premium within established periods (art. 15 of the Insurance Contract Act).
- Withholding or inaccuracy of information on the declaration by the Insured Party (Art. 12; Art. 89 and Art. 90 of the Insurance Contract Act).
- Voluntary termination on the part of the Insured Party, by providing notice to IBERDROLA or Insurance Entities at least 30 days in advance.
- Voluntary termination on the part of the Insurance Entities, by providing notice to the Insured Party at least 60 days in advance.

### COMMUNICATION OF CLAIMS

Events of death, total and permanent disability, temporary disability, unemployment, hospitalisation, should contact METLIFE, as soon as possible, by email (siniestros-sp@metlife.es), on freephone number +34 900 201 040, during the hours of 09.00 to 21.00, or by Fax (+34 91 725 32 93).

### **CLAIM DOCUMENTATION**

For the processing of the claim the beneficiary or legal heirs shall present to MetLife the claim declaration form and attach, based on the specific cover concerned, the following documentation:

### a) Death

Original Copy of the Death Certificate

### b) Total and Permanent Disability

 Original of the Proposal and Decision of the Social Security administration in which the permanent disability is declared total

### c) Unemployment

- Work contract
- Letter of dismissal
- Unemployment request in which the beneficiary is shown as the seeker of employment, or proof of receiving the unemployment benefit

### d) Temporary Disability

- Initial leave form
- Leave confirmation forms
- Reincorporation form
- Medical certificate in which the start date (diagnostic) of the ailment that has resulted in temporary disability is shown
- Work history certificate at the date of the event resulting in the claim

### e) Hospitalisation

Medical report of admission into hospital indicating diagnostic, the

treatment received and the dates of admission and release (with times of entry into and exit from hospital)

- Work history certificate at the date of the event resulting in the claim
- In case of accident, first aid certificate and/or complete legal proceedings

#### TAXATION

Compensation resulting from cover under this insurance contract shall be subject to tax in accordance with legislation current at the time.

#### CURRENCY

All money amounts shall be calculated, and all premiums and benefits shall be paid in the Spanish currency in force at the time of payment.

3. SUMMARY OF THE SPECIAL CONDITIONS FOR THE PAYMENT PROTECTION INSURANCE FOR SELF-EMPLOYED PROFESSIONALS UNDER POLICY 40.127

### Membership terms and conditions:

The following conditions must be met by individuals to be eligible to receive this insurance cover:

- Appear as the holder on record of the electricity and/or natural gas supply contract issued by IBERDROLA.
- 2. Be over 18 years of age and less than 67 years of age.
- 3. Be working actively as a self-employed professional.
- 4. Not be a disabled person or in the process of applying for disability status with the competent official bodies.
- 5. Be a resident of Spain.

### Cover provided by METLIFE EUROPE:

- A. Death due to illness. The amount of onetime compensation shall be that indicated in the Particular Conditions of the Policy.
- B. Accidental death. The amount of onetime compensation shall be that indicated in the Particular Conditions of the Policy.
- C. Total and Permanent Disability: For the purposes of this insurance, Total and Permanent Disability shall refer to an irreversible physical condition resulting from accident or illness, occurring due to factors beyond the control of the Insured Party, resulting in the Insured Party being totally incapable of performing any work, occupation or remunerated activity. The amount of one-time compensation shall be that indicated in the Particular Conditions of the Policy
- D. Temporary Disability: Temporary Disability shall refer to a reversible physical condition resulting from accident or illness occurring due to factors beyond the control of the Insured Party, resulting in the Insured Party being totally incapable of performing their usual profession, work, or remunerated activity.

The Insured Party shall demonstrate that he or she exercised a remunerated professional activity on a self-employed basis on the first day of disability and had to stop work completely as a result of an illness or accident, and that they are still not capable of restarting such work at the time he or she files the claim.

The compensation will include a set payment, payable upon 30 consecutive days of proven disability. Should the situation of disability continue for 210 consecutive days, an additional compensation payment for the same amount will be made. A maximum of two compensation payments will be made. The amount of compensation shall be set forth in the Particular Conditions of the Contract.

To regain the right to be paid compensation for temporary disability after receiving the two payments established as maximum compensation, the insured must have worked for 12 continuous months.

The date of the event resulting in the claim shall be considered to be:

- For death due to illness or accidental death covers: the date of death of the Insured Party.
- For total and permanent disability cover: the date on which economic effects upon the Insured Party due to his or her condition of Total and Permanent Disability are recognised to exist by the competent Official Body.
- For temporary disability cover: the first day of disability of the Insured Party.

Irrespective of the number of insured supply contracts, a maximum limit of compensation for each insured party is hereby established of ten times the maximum compensation value established by the contract.

### Exclusions

- Death due to illness or accidental death: Death of the Insured Party resulting from suicide during the first year of inclusion in the insured group is not covered. For such purposes, suicide shall refer to death caused consciously and voluntarily by the insured party themselves. The risks covered by the Insurance Compensation Consortium are also excluded.
- -Total and Permanent and Disability: the exclusions listed for death due to illness or accidental death.
- -Temporary Disability: In addition to the exclusions enumerated for death due to illness or accidental death, also expressly included shall be secondary complications from pregnancy, birth-giving of any type, pregnancy interruption, and their consequences, as well as maternity and paternity leave.